AGENDA

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

December 17, 2025 **THE ERNIE PADGETT BOARD ROOM** **8:00 AM**

CALL TO ORDER

Invocation and Pledge of Allegiance
Approval of Agenda

I. RECOGNITIONS, RESOLUTIONS, & PRESENTATIONS

1. Recognition: Employee of the Month for December 2025 - Tammy Dasher, NextStep Program Director
2. Resolution: Removal of Pooser Road Paving Project Phase II from the FDOT Five-Year Work Program - Lucas Mayo, Grants/Contracts Manager

II. PUBLIC HEARING

1. Request: Board approval and adoption by ordinance of the Jackson County Comprehensive Plan Capital Improvements Element 5-year Schedule update for fiscal years 2025-2030 - Kim Cole Sweazy, Community Development Director

III. COMMUNITY DEVELOPMENT

1. Request: Approval to set a public hearing for Inland Sun Stop Gas Station Addition- Amber Barnes, Community Development
2. Request: Set a public hearing for a General Development Order for Wind Wood RV Resort and Campground- Amber Barnes, Community Development

IV. REPORTS AND REQUESTS

1. Consent Agenda Items
    - **a)** Request: Pay Bills - Finance
    - **b)** Request: Board Approval of Right-of-Way Use Permit - Jeffrey Register, Road and Bridge Director
    - **c)** Request: Board Approval of Settlement Agreement - Jim Dean, County Administrator
2. Request: Board set special meeting for interviews of 2526-05 Legal Contract Service respondents - Tyler Schaeffer, Procurement Officer
3. Request: Board approve release of solicitation for construction of generators for critical facilities and lift stations - Tyler Schaeffer, Procurement Officer
4. Request: Board approval to direct purchase materials for Jackson County Endeavor Museum - Tyler Schaeffer, Procurement Officer
5. Request: Board approval of Change Order #1 of Jackson Museum Phase 2 with Monolith Construction - Lucas Mayo, Grants/Contracts Manager

6. Request: Board approval of Change Order #1 for Jackson Hospital Air Purification with Wehr Constructors, Inc. - Lucas Mayo, Grants/Contracts Manager
7. Request: Board approval of Amendment to Professional Services for the Jackson Hospital Air Purification Project with David H. Melvin, Inc. - Lucas Mayo, Grants/Contracts Manager
8. Request: Board approval of FBIP Grant Agreement 25048 with FWC for Magnolia Landing Feasibility Study and Design - Lucas Mayo, Grants/Contracts Manager
9. Request: Board approval of Purchase and Sale Agreement for Surplus Property located on Bobkat Road - Lucas Mayo, Grants/Contracts Manager
10. Request: Board approval of Amendment #1 to SRF Loan Agreement DW320381 Indian Springs Phase 2 Water with FDEP - Lucas Mayo, Grants/Contracts Manager
11. Request: Board review and adoption of revised Unclaimed Remains Policy - Lynsey Darragh, Administrative Services Director
12. Request: Ratification of Interim County Attorney Services Proposal previously executed by Chairman - Jim Dean, County Administrator
13. Request: Ratification of the Issuer's Counsel Opinion Letter from Nabors, Giblin and Nickerson, P.A. Attorneys at Law previously executed by the Chairman - Jim Dean, County Administrator
14. Request: Board approval of Agreement with CHROME Ministries for the Purchase of Cottage located at 2659 Hope Lane, Marianna - Jim Dean, County Administrator

V. OTHER MATTERS/MATTERS OF THE PUBLIC

AGENDA ITEM # 11172026-101
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Sarah Sun, Human Resources**

SUBJECT: **Recognition: Employee of the Month for December 2025 - Tammy Dasher, NextStep Program Director**

Background: Jordan Gassett is being recognized as the Employee of the Month for December 2025.

Strategic Plan Goal: **Not Applicable**

Previous Action:

Amount of Funds to Be Expended or Requested: **$200**

Source of Funds: **HR- Employee of the Month**

Originating Office: **Human Resources**

Reviewed By: **Sarah Sun**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve Jordan Gassett as Employee of the Month for December 2025; authorize a check in the amount of $200; adopt the proclamation; and authorize the Chairman to sign.

Employee Proclamation-2025-55

Whereas, Jackson County has established an "Employee of the Month Program" to recognize one employee to represent the various departments; **and**

Whereas, Jordan Gassett began her employment with the County on November 08, 2023; she currently serves as a Transition Coach for NextStep, and has been selected as "Employee of the Month" for December 2025 for the standards that she has displayed in the performance of her job duties; **and**

Whereas, Jordan is a hardworking, dedicated, and knowledgeable employee. Every day she goes above and beyond her job duties. She strives for excellence every day; **and**

Whereas, Jordan is dedicated to the mission of being FOR Jackson County. In her role as Transition Coach at NextStep Academy, she works tirelessly to facilitate success for the autistic adults we serve. She is dependable, hard-working, and supremely competent as she provides job and independent living coaching to our students. She is quick to respond to feedback and is enthusiastic about professional development that makes her a better coach and teacher.; **and**

Whereas, Jordan has a "with-it-ness" that the employers we support appreciate. Most importantly, she personifies our shared motto of being FOR the people we serve. She is kind, compassionate, and dedicated to making a difference in the lives of Jackson County's autistic citizens. Jordan is an asset to our team, and we are fortunate to work alongside her. She embodies the County's mission of **FOR Jackson, FOR Future, FOR You**".

Now, Therefore, Be It Proclaimed that the Board of County Commissioners of Jackson County, Florida, commends and congratulates Jordan Gassett on her selection as "Employee of the Month" for December 2025.

Board of County Commissioners JACKSON COUNTY, FLORIDA

Jamey Westbrook, Chairman
District 5

Dr. Willie Spires	Edward Crutchfield	Paul Donofro, Jr.	Donnie Branch
District One	District Two	District Three	District Four

AGENDA ITEM # 12102026-197
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Resolution: Removal of Pooser Road Paving Project Phase II from the FDOT Five-Year Work Program - Lucas Mayo, Grants/Contracts Manager**

Background: FDOT requires resolution to decline and remove awarded projects from their Five-Year Work Program. Available funding from the Governor's Job Growth Grant will cover the awarded section from FDOT.

Strategic Plan Goal: **Sustainable Services & Budgeting**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Adopt**

Potential Motion: I move to adopt the Resolution and authorize the Chairman to sign.

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA, DECLINING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY OUTREACH PPROGRAM (SCOP) AWARD FOR CONSTRUCTION OF POOSER ROAD PAVING PROJECT – PHASE II, AUTHORIZING THE REMOVAL OF THE PROJECT FROM THE FDOT WORK PROGRAM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FDOT has included the Construction of Pooser Road Paving Project – Phase II Project in the Five-Year Work Program and offered project funding to the Jackson County Board of County Commissioners; and

WHEREAS, after review of the project requirements and other funding sources available, Jackson County has determined that it is in the best interest of the community to decline the FDOT SCOP award; and

WHEREAS, declining the award requires the formal removal of the project from the FDOT Work Program; and

WHEREAS, the Jackson County Board of County Commissioners desires to formally notify FDOT of its decision and authorize staff to complete all necessary administrative actions.

Section 1. Jackson County hereby declines the FDOT SCOP award for the Construction of Pooser Road Paving Project – Phase II Project.

Section 2. Jackson County requests that FDOT remove the project from the FDOT Five-Year Work Program and all associated funding schedules.

Section 3. The County Administrator, or their designee, is authorized to notify FDOT of this action and execute any documents necessary to carry out the intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

RESOLUTION ADOPTED in regular session in Jackson County, Florida this 17th day of December 2025.

BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA

BY:_____
Chairman, Hon. Jamey Westbrook

ATTEST:_____
Clerk of Court/Deputy Clerk

AGENDA ITEM # 11192026-111
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Kim Cole Sweazy, Community Development**

SUBJECT: **Request: Board approval and adoption by ordinance of the Jackson County Comprehensive Plan Capital Improvements Element 5-year Schedule update for fiscal years 2025-2030 - Kim Cole Sweazy, Community Development Director**

Background: Per F.S. 163.3177(3)(b), the Capital Improvements Element of the Comprehensive Plan must be reviewed by the local government on an annual basis. Modifications to update the 5-year Capital Improvement Plan may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Strategic Plan Goal: **Vibrant & Growing Economy**
Sustainable Services & Budgeting
Innovative Facilities & Infrastructure

Previous Action: The proposed ordinance was submitted to Legal for review on November 20, 2025, and received approval from Legal on November 24, 2025. On June 10, 2025, the BOCC adopted the Jackson County Comprehensive Plan update, including the Capital Improvements Element 5-Year update for 2024-2029, by Ordinance 2025-3.

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Community Development**

Reviewed By: **Kim Cole Sweazy**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Adopt**

Potential Motion: I move to approve the Jackson County Comprehensive Plan Capital Improvements Element 5-year Schedule update for fiscal years 2025-2030, adopt by ordinance, and authorize the Chairman to sign.

ORDINANCE NO. _____

AN ORDINANCE OF JACKSON COUNTY, FLORIDA ADOPTING THE CAPITAL IMPROVEMENTS ELEMENT FIVE-YEAR CAPITAL IMPROVEMENTS PROJECTS UPDATE PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT (CHAPTER 163, FLORIDA STATUTES); PROVIDNG FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163 Florida Statutes empowers the County Commission of Jackson County, Florida to prepare, amend, and enforce a comprehensive plan for the development of the County; and,

WHEREAS, the Board of County Commissioners of Jackson County, Florida held an adoption public hearing on December 17, 2025, to update the Jackson County Comprehensive Plan Capital Improvements Element Five-Year Projects, pursuant to Section 163, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the Board of County Commissioners of Jackson County, Florida finds it necessary and desirable to adopt and does hereby adopt this Capital Improvements Element Update, in order to update and revise the existing Capital Improvements Element to the Jackson County Comprehensive Plan as follows:

NOW THEREFORE IT BE ORDAINED by the Board of County Commissioners of Jackson County, Florida as follows:

Section 1. Purpose and Intent.

This ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Ordinance.

This Ordinance for Jackson County, Florida shall be entitled, “Jackson County Comprehensive Plan Capital Improvement Projects Update.”

Section 3. Ordinance Adopted

The Jackson County Comprehensive Plan Capital Improvements Element Update, attached hereto as Attachment “A” (containing changes to the Five-Year

Capital Improvements Projects of the Capital Improvements Element), and which is incorporated herein by reference, is hereby adopted.

Section 4. Severability.

If any provision or portion of this Ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. Copy on File.

An official, true correct copy of Jackson County, Florida Comprehensive Plan Capital Improvements Element Projects Update as adopted shall be maintained by the Board of County Commissioners of Jackson County.

Section 6. Effective Date.

The effective date of this ordinance is December 17, 2025.

The foregoing ordinance was adopted by a vote of ___ to ___ by the Board of County Commissioners of Jackson County, Florida, on motion, second and discussion, in the meeting of December 17, 2025.

Be it Ordained by the Board of County Commissioners of Jackson County, the foregoing ordinance was adopted by a vote of ___ to ___ by the Board of County Commissioners of Jackson County, Florida, on motion, second and discussion in the meeting on December 17, 2025.

BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA

ATTEST:

_____
Jamey Westbrook
Chairman

_____
Clerk/Deputy Clerk

APPROVED AS TO LEGAL FORM:

_____
County Attorney

CHAPTER SEVEN
CAPITAL IMPROVEMENTS ELEMENT

CIE IMPLEMENTATION
FIVE YEAR SCHEDULE OF IMPROVEMENTS

The Five-Year Schedule of Improvements (see following Table 7.1) is the mechanism by which the County can effectively stage the timing, projected cost, and revenue sources for the capital improvements derived from the other comprehensive plan elements, in support of the Future Land Use Element. The 5-Year Schedule of Improvements has been used to document the "economic feasibility" of the comprehensive plan, based upon the other sections of this element. The 5-year schedule will be updated annually to reflect any changes in conditions and to roll the proceeding-year into the 5-Year schedule.

PROGRAMS TO ENSURE THE IMPLEMENTATION OF THE CAPITAL IMPROVEMENTS ELEMENT, GOALS, OBJECTIVES, AND POLICIES

(1) The Capital Improvements Plan (CIP) will be updated annually as part of the County budget cycle which will include by reference the Jackson County School Board District Five Year Facilities Work Plan as adopted by the Jackson County School Board. [163.31777(1)(b)-(d) and (2)]

(2) Land use decisions will be monitored for consistency with the Capital Improvements Element.

(3) Maintaining the adopted LOS standards will function as a primary criterion for assessing the impact of new development on public facilities.

(4) The County will track facility demand and capacity availability as site plans and subdivision plats are approved.

(5) To the greatest extent possible and where financially prudent, the County's excess fund balances will be reserved for Capital Improvement Projects.

The County does not have any identified deficiencies within its capital facilities.

Table 7.1: Five Year Schedule of Improvements

~~CIP 2024-2029~~Capital Improvements Plan 2025-2030						
Project Name	**FY 20~~24-25~~25-26**	**FY 20~~25-26-~~26-27**	**FY 20~~26-27~~27-28**	**FY 20~~27-28-~~28-29**	**FY 20~~28-29~~29-30**	**Total Project Cost**
Administration						
~~Administration Complex~~	-	-	-	-	~~$12,000,000~~	~~$12,000,000~~
~~Convention Center~~	~~$2,000,000~~	-	-	-	-	~~$2,000,000~~
Endeavor Museum	$~~1,000,000~~1,123,450	-	-	-	-	$~~1,000,000~~1,123,450
Redevelopment of Endeavor Properties (fka Dozier)	$1,107,398	$2,000,000	$2,000,000	-	-	$~~4,000,000~~5,107,398
JCSO Facility (JCSO Legislative Appropriation), including the Safe Room (CDBG MIT Grant)	$~~4,795,000~~10,000,000	$9,711,824	-	-	-	$~~4,795,000~~19,711,824
Corrections Roof (CDBG Grant)	$~~2,659,300~~3,559,854	-	-	-	-	$~~2,659,300~~3,559,854
~~Pooser Road Housing Development~~	~~$5,517,059~~					~~$5,517,059~~
Madison's Restaurant (HR Grant)	$~~415,688~~215,688	$200,000				$415,688
Blue Sky (CDBG Grant)	$1,000,000	$1,000,000	-	-	-	$2,000,000
Blue Sky (EDA Grant)	$2,022,870	$1,000,000	-	-	-	$3,022,870
Jaws (RIF Grant)	$3,375,600	-	-	-	-	$3,375,600
Generator – Critical Facilities (HMGP)	$2,385,131	-	-	-	-	$2,385,131

Generator – Lift Stations (HMGP)	$445,790	-	-	-	-	$445,790
Section Total	$~~16,387,047~~25,235,781	$~~2,000,000~~13,911,824	$2,000,000	$0	$~~12,000,0000~~	$~~32,387,047~~41,147,605
Transportation						
Project Name	**FY 20~~24-25~~25-26**	**FY 20~~25-26-26~~-27**	**FY 20~~26-27~~27-28**	**FY 202~~7-28-28~~-29**	**FY 20~~28-29~~29-30**	**Total Project Cost**
~~Poplar Springs Rd~~	-	~~$3,322,875~~	-	-	-	~~$3,322,875~~
Holly Timber Road	$~~2,322,980~~217,549					$~~2,322,980~~217,549
~~Old Spanish Trail~~	-	~~$1,601,269~~	-	-	-	~~$1,601,269~~
Kynesville Hwy Phase 1 (Bethlehem to Topaz)			$3,103,000	~~$3,103,000~~		$3,103,000
Kynesville Hwy Phase 2 (Topaz to Fairview)	-	-	$3,099,772	-	-	$3,099,772
Kynesville Hwy Phase 3 (Hwy 231 to Bethlehem)	-	-	-	$3,563,738	-	$3563,738
Blue Springs Rd (Butler to 69)			$3,631,951	~~$3,631,951~~		$3,631,951
Blue Springs Rd (Sylvania Plantation to Butler)	-	$452,579	-	-	-	$452,579
Corbin Rd (WA Co line to Hwy 231)	-	-	-	$3,564,603	-	$3,564,603
Nortek Blvd		$1,200,000				$1,200,000
Pooser Road (Penn to 1,000 ft E of Pebble Hill)	$~~5,004,601~~3,407,492					$~~5,004,601~~3,407,492
Alliance Road	~~$3,535,844~~					~~$3,535,844~~
Kynesville Hwy/South St. (Traffic Signals)			$907,469	~~$821,821~~		$~~821,821~~907,469
Prim Ave. Bridge			$5,229,316	~~$12,235,461~~		$~~12,235,461~~5,229,316
Old US Road (Hwy 2 to state line)		$3,469,324	~~$3,469,324~~			$3,469,324
Peacock Bridge Rd (CR 278 over Chipola River)	-	$12,240,775	-	-	-	$12,240,775
River Rd (Cox to Brinson)	-	-	$3,907,152	-	-	$3,907,152

Section Total	$10,863,4253,625,041	$6,124,14417,362,678	$3,469,32419,878,660	$19,792,2337,128,341	$0	$40,249,12647,994,720
Fire Rescue						
Project Name	**FY 2024-25-25-26**	**FY 2025-2626-27**	**FY 2026-27-27-28**	**FY 2027-2828-29**	**FY 2028-2929-30**	**Total Project Cost**
Fire Engine (FEMA Grant 90%)	$60,000	$60,000				$60,000
Fire Engine (Water Tanker)	$80,000	$80,000	$80,000	$80,000	$80,000	$400,00080,000
Extrication Package	-	-	-	-	-	$0
Ambulance Remount (2)	$402,000	$422,100575,000	$443,205580,000	$466,000585,000	$489,300590,000	$2,222,6052,732,000
Ambulance new (1)	$350,000	$350,000405,000	$350,000405,000	$350,000405,000	$350,000405,000	$1,750,0001,620,000
Rescue Lifting Bag Replacement (2 sets needed)	$17,010					$17,0100
Station #4 Replacement	$4,000,000	-	$5,000,000			$4,000,0005,000,000
Station #3 Replacement		$4,000,000		$5,000,000		$4,000,0005,000,000
Station #5 Renovation		$1,750,000	$1,750,000			$1,750,000
Fire Engine				$675,000	$675,000	$675,000
ReChassis of Mini Pumper		$325,000275,000				$325,000275,000
Brush/Wildland Truck		$90,000				$90,000
Brush/Wildland Truck			$195,000			$195,000
Air Pack 10% Grant Match						$0
Section Total	$4,849,010.00542,000	$5,237,100.003,095,000	$2,623,205.006,180,000	$1,571,000.005,990,000	$919,300.001,670,000	$15,199,615.0017,477,000
Recreation						
Project Name	**FY 2024-25-25-26**	**FY 2025-2626-27**	**FY 2026-2727-28**	**FY 2027-2828-29**	**FY 2028-2929-30**	**Total Project Cost**
Blue Springs Storm Water Restoration Phase 3	$411,250					$411,250
Blue Springs Campground				$625,000	$0	$625,000
Cypress Park	$200,000	$200,000				$200,000
Neals Landing Campground	$100,000	$100,000				$100,000
Paramore's Landing	$100,000	$100,000				$100,000
Round Lake Park	-		$200,000			$200,000

Shangri-La Restoration			$474,237	~~$474,237~~		$474,237
Howell Landing	-	~~$786,150~~	$786,150			$786,150
Ski Inn Boat Ramp Annex		$50,000			~~$50,000~~	$50,000
Section Total	$~~100,000~~711,250	$~~1,086,150~~150,000	$~~200,000~~1,260,387	$~~1,099,237~~825,000	$~~50,000~~0	$~~2,535,387~~2,946,637
Water/Waste						
Project Name	**FY 20~~24-25~~25-26**	**FY 20~~25-26~~26-27**	**FY 20~~26-27~~27-28**	**FY 20~~27-28~~28-29**	**FY 20~~28-29~~29-30**	**Total Project Cost**
Indian Springs Sewer Ext. Phase 2~~C~~B	$~~6,189,050~~1,909,586					$~~6,189,050~~1,909,586
Indian Springs Sewer Ext. Phase ~~2D~~2C	$7,872,808	~~$3,958,793~~				$~~3,958,793~~7,872,808
Indian Springs Sewer Ext. Phase ~~2E~~2D	$7,872,808		~~$3,840,658~~			$~~3,840,658~~7,872,808
Indian Springs Sewer Ext. Phase ~~2F~~2E		$3,840,658		~~$4,347,237~~		$~~4,347,237~~3,840,658
Indian Springs Sewer Ext. Phase 2F			$4,347,237			$4,347,237
Indian Springs Water Ext. Phase 2	$1,245,006					$1,245,006
Blue Springs Road Sewer Extension Phase ~~1~~3	$~~5,886,269~~1,708,784					$~~5,886,269~~1,708,784
Blue Springs Road Sewer Extension Phase ~~4~~2	$988,324	~~$3,178,132~~				$~~3,178,132~~988,324
Blue Springs Road Sewer Extension Phase ~~5~~3		$5,886,269	~~$3,128,210~~			$~~3,128,210~~5,886,269
Blue Springs Road Sewer Expansion Phase ~~6~~4		$3,178,132		~~$2,283,928~~		$~~2,283,928~~3,178,132
Blue Springs Road Sewer Extension Phase 5			$3,128,210			$3,128,210
Blue Springs Road Sewer Extension Phase 6				$2,283,928		$2,283,928
Section Total	$~~12,075,319~~21,597,317	$~~7,136,925~~12,905,059	$~~6,968,868~~7,475,447	$~~6,631,165~~2,283,928	$0	$~~32,812,277~~44,261,751

TOTALS	$~~44,274,801~~51,711,389	$~~21,584,319~~47,424,561	$~~15,261,397~~36,794,494	$~~29,093,635~~16,227,269	$~~12,969,300~~1,670,000	$~~123,183,452~~153,827,713

Note: Jackson County relies heavily on grant and loan funds in order to effect capital improvements. If grants or loans are not available to implement the above programs by the planned dates, funding from general revenue will be examined as an alternative. If there are insufficient general revenue funds available to implement the scheduled improvements, they will be rescheduled to later dates. None of the above-listed capital improvements are essential to maintain adopted minimum levels of service.

MONITORING AND EVALUATION

The role of monitoring and evaluation is vital to the effectiveness of any planning program and particularly for the Capital Improvements Element of this comprehensive plan. New sources of local government revenues or changes in state and federal allocation of shared revenues and grants will have important implications for the financial feasibility of this plan. Therefore, the Capital Improvements Element requires a continuous program for monitoring and evaluation. Pursuant to Chapter 163, F.S., this element will be reviewed on an annual basis to ensure that required fiscal resources are available to provide public facilities needed to support adopted LOS standards.

The annual review will be the responsibility of the Local Planning Agency. In Jackson County, the County Planning Director, and County Administrator will serve as advisory members at all formal deliberations related to capital improvement monitoring and evaluation. The Local Planning Agency's findings and recommendations will be presented to the local governing body at a public meeting. The local governing body will direct staff to take action deemed appropriate based upon the Local Planning Agency's findings and recommendations.

The annual review of the CIP will include the following considerations and will include an examination of the considerations themselves in order to determine their continued appropriateness.

(1) Any corrections, updates, and modifications concerning cost; revenue sources; acceptance of facilities pursuant to dedications which are consistent with the element; or the date of construction of any facility enumerated in the element.

(2) The Capital Improvement Element's consistency with the other elements and its support of the Future Land Use Element.

(3) The ability to provide public facilities and services within a particular service area in order to determine any need for provision of additional services.

(4) The priority assignment of existing public facility deficiencies.

(5) The progress in meeting any needs determined to be existing deficiencies.

(6) The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority.

(7) The effectiveness in maintaining the adopted LOS standards. The effectiveness in reviewing the impacts of plans and programs of State agencies, the Water

Management District, and any other agency that provides and/or regulates public facilities within the County's jurisdiction.

(8) The impacts of special districts and any regional facility and service provisions upon the ability to maintain adopted LOS standards.

(9) The ratio of outstanding general obligation indebtedness versus annual revenue.

(10) Efforts made to secure grants or private funds, whenever available, to finance the provisions of capital improvements.

(11) The transfer of any unexpended account balances.

(12) The criteria used to evaluate proposed plan amendments and request for new development or redevelopment.

(13) Capital improvements needed for the latter part of the planning period, for inclusion in the Five-Year Schedule of Improvements.

CHAPTER SEVEN

CAPITAL IMPROVEMENTS ELEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL: The County adopts the goal of providing adequate facilities to all residents within the jurisdiction in a timely and efficient manner.

Objective 1: Capital improvements will be programmed to correct existing deficiencies, to accommodate future growth, and to replace worn out or obsolete facilities, as indicated in the five-year schedule of improvements.

Policy 1.1: The Board of County Commissioners will evaluate and rank capital improvements projects proposed for inclusion in the Five-Year Schedule of Capital Improvements.

Policy 1.2: Capital improvements projects will be prioritized and ranked according to the following set of criteria and associated points (the highest point total having the highest priority):

2 pts. (1) The project is needed to eliminate a proven or obvious hazard to the public health and safety;

2 pts. (2) The project is needed to fulfill a legal obligation by the County or municipality;

2 pts. (3) The project is needed to eliminate existing capacity deficiencies;

2 pts. (4) The project is needed to maintain adopted level of service standards:

2 pts. (5) The project is needed to comply with state or federal regulations;

1 pt. (6) The project is needed to preserve or replace an existing public facility;

1 pt. (7) The project is financially feasible;

1 pt. (8) The project is consistent with the plans of the state agencies and water management districts that provide public facilities within the local government's jurisdiction; and

3 pts. (9) The project will increase the economic base and quality of life of the residents.

Policy 1.3: The County will update annually the Capital Improvements Plan and Schedule as part of the county Budget cycle to include by reference the most recently adopted Jackson County School Board District Five Year Facilities Work Plan as provided by the Jackson County School Board.

Policy 1.4: Funding for infrastructure replacement and renewal shall be evaluated and allocated so as to minimize operating costs and maximize the life of infrastructure.

Objective 2: The Land Development Regulation will include adequate public facilities provisions that ensure that all land use decisions are consistent with the adopted level of service standards.

Policy 2.1: The following level of service standards are hereby adopted and will be maintained as growth occurs in Jackson County. The level of service listed below will also apply to Chapter 2, Transportation Element.

(1) ROADWAYS:

All segments; All State roads within Jackson County designated as urban arterials shall have the LOS standard of "B". These will include roadways which are part of the Florida Intrastate Highway System (FIHS).

Principal Arterials .....LOS C for peak hour

Minor Arterials ..... LOS D for peak hour

Major and Minor Collectors…….LOS D for peak hour

Strategic Intermodal System (SIS) facilities…FDOT recommended level of service.

(2) RECREATION AND PARKS:

Regional Parks……20 acres/1000 population
Community Parks……2 acres/1000 population

(3) SOLID WASTE: .....3.3 pounds per capita per day

(4) POTABLE WATER: ..... 155 gallons per capita per day

(5) SANITARY SEWER: ..... 100 gallons per capita per day

(6) PRIVATE ON-SITE SYSTEMS:

The following level of service standard applies to the unincorporated area of Jackson County that is served by private, on-site disposal systems.

Private, on-site disposal systems shall meet or exceed the requirements set by the Florida Department of Environmental Protection.

(7) DRAINAGE:

Conveyance Systems: All drainage swales and ditches shall be designed to convey the runoff generated from a 25-year, 24-hour storm event.

On collector roads, culverts and cross-drains shall convey the runoff from a 10-year, 24-hour storm.

On local roads and internal subdivision roads, culverts and cross-drains shall be designed to convey the runoff from a 10-year, 24-hour storm.

Stormwater Management Systems for development in commercial, Industrial land use categories and other land uses within the Urban Service Areas (USAs) shall be designed to either retain on-site the runoff generated by a 25-year, 24-hour storm or detain and discharge the runoff from a 25-year, 24-hour storm at peak discharge rates, which do not exceed pre-development rates.

Stormwater Management Systems for development in all other land use districts shall be designed to either retain on-site the runoff generated by a 5-year, 24-hour storm or detain and discharge the runoff from a 5-year, 24-hour storm at peak discharge rates, which do not exceed pre-development rates.

(8) WATER QUALITY:

Water quality treatment in general, shall be provided for runoff from the first one-inch of rainfall; or as an option, for projects or project sub-units with drainage areas of less than 100 acres, from the first 2-inch of runoff consistent with Chapter 62-25, F.A.C.

Stormwater discharge facilities which directly discharge to Outstanding Florida Waters shall include an additional level of treatment equal to fifty percent of the treatment criteria specified in Section 62-25.035(1)(b) or Section 62-25.040 or Section 62-25.042, F.A.C.

All other discharge facilities shall be designated so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, F.A.C.

As adopted by the NWFWMD, environmental resource permits (ERP) for determining the landward extent of wetland and surface waters shall be obtained, as applicable, in accordance with Chapter 62-340, F.A.C.

(9) SCHOOLS:

The following are level of service standards for the Jackson County School District:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary	107% of DOE permanent FISH capacity
Middle	100% of DOE permanent FISH capacity
High	90% of DOE Total Satisfactory Student Stations
Magnet / Special Education	100% of DOE permanent FISH capacity

Objective 3: Annual review of the Capital Improvements Plan will be coordinated with the County budget review process. The review will ensure that projected revenues will be sufficient to comply with the 5-year schedule of capital improvements.

Policy 3.1: The County shall limit long-term borrowing for projects that are too expensive to be financed by current revenues.

Policy 3.2: Bond issues shall be structured to be amortized within a period not to exceed the useful life of the capital project.

Policy 3.3: Where possible, revenue, special assessment and other self-supporting bonds shall be used instead of general obligation bonds.

Policy 3.4: Total debt service for general obligation bonds will not exceed ten percent of net operating revenues.

Policy 3.5: Efforts shall be made to secure grants or private funds whenever available to finance the acquisition of capital improvements.

Objective 4: Future development will bear a proportionate share of the cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy 4.1: The County will identify and use alternative sources of revenue to finance needed drainage improvements.

Objective 5: No final development orders will be issued that result in the degradation of public services below acceptable level of service standards adopted in the Element.

Policy 5.1: The County shall not issue a development order or permit that results in a reduction below the acceptable levels of service adopted in the Jackson County Comprehensive Plan.

Policy 5.2: The Land Development Regulations will include a development review process to determine the availability of public facilities concurrent with the impacts of development.

Policy 5.3: If capital projects needed to maintain the adopted level of service standards are not available at the time the development order is issued, then the development order shall be conditioned upon the availability of those items at the time the impacts of development occur.

Policy 5.4: Prior to the issuance of certificate of occupancy, the County shall verify that all public facilities are available to serve development for which development orders were issued prior to the date of adoption of this plan. Development orders for future development shall not be issued unless the County has demonstrated the following:

Compliance with the adopted Level-of-Service Standards in the Comprehensive Plan and One or a combination of the following conditions exist:

(1) Necessary facilities and services are in place at the time that a development order or permit, consistent with 163.3180(1)(b) F.S.
(2) A development order or permit is issued subject to the condition that a certificate of occupancy shall not be issued unless necessary facilities and services are in place;
(3) Necessary facilities are under construction at the time a development order or permit is issued;
(4) Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement. [163.3180(1)]
(5) Infrastructure needed to ensure that adopted level-of-service standards are achieved and maintained for the 5-year period of the capital improvement schedule shall be included in the annual update to the Capital Improvements Plan pursuant to the requirements of s. 163.3180(5)(b).

Policy 5.5: Proposed Comprehensive Plan amendments and requests for new development or redevelopment shall be evaluated to determine whether the proposed action would: conform with future land uses as shown on the Future Land Use Map (Map 1) of the Future Land Use Element, and public facility availability as described in the Infrastructure Element.

AGENDA ITEM # 1222026-182
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Amber Barnes, Community Development**

SUBJECT: **Request: Approval to set a public hearing for Inland Sun Stop Gas Station Addition- Amber Barnes, Community Development**

Background: Requesting to set a public hearing for January 13, 2026, at 9:00 a.m. for a General Development Order to construct a 482 square foot addition to the existing Inland Sun Stop Gas Station building and 488 square feet of asphalt and concrete area. This development is located at 2091 Hwy 71 South in unincorporated Jackson County.

Strategic Plan Goal: **Vibrant & Growing Economy**

Previous Action: On December 1, 2025, the Planning Commission recommended approval to the Board of County Commissioners.

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Community Development**

Reviewed By: **Amber Barnes**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the request to set a public hearing for the next Board of County Commission meeting scheduled for January 13, 2026 at 9:00 a.m.

JACKSON COUNTY
COMMUNITY DEVELOPMENT – PLANNING DEPARTMENT
STAFF REPORT

DATE OF REVIEW:	November 6, 2025
PROJECT NAME/TYPE:	Inland Sun Stop Gas Station Addition
PARCEL NUMBER:	25-4N-10-0000-0130-0030
PROJECT SUMMARY:	A request for a General Development Order to add 482 square feet of impervious surface to the existing building and 488 square feet of asphalt and concrete area.
OWNER:	Southwest Georgia Oil Co. Inc. P.O. Box 1510 Bainbridge, GA 39818
APPLICANT:	Liz Tramonte 401 Office Plaza Drive Tallahassee, Fl 32301
PUBLIC NOTICE POSTED:	June 19, 2025
TYPE OF REVIEW:	Large Commercial
STAFF PLANNER:	anb
FUTURE LAND USE:	Commercial (C) and Mixed Use Urban Transitional (MUUT)
INSIDE USA:	Yes
PARCEL SIZE:	3.45+/- acres
DENSITY/ACRE:	**Commercial (C)** – Maximum 90% Impervious Surface Ratio **Mixed Use Urban Transitional (MUUT)**- 85% Impervious Surface Ratio
LOCATION:	The parcel is located on the southwest corner of Oakdale Boulevard and Hwy 71 South in unincorporated Jackson County.
ROADYWAY ACCESS:	The project will be located on the southwest corner of the intersection of Hwy 71 and Oakdale Boulevard and will have two access points on Hwy 71.
WATER/SEWER PROVIDER:	Jackson County

ELECTRICITY PROVIDER:	Florida Public Utilities
GAS PROVIDER:	n/a
APPROVAL BODY:	Staff Review
PUBLIC TRANSPORATION:	n/a *(see file)*
FIRE MARSHAL COMMENTS:	An email was received from the Fire Marshal on November 14, 2025 *(see file)*
PUBLIC UTILTIES:	Sent to Utilities on November 13, 2025 *(see file)*

PLANNING STAFF REVIEW:

Description of Jackson County Comprehensive Plan Future Land Use Designation/Code of Ordinances Development Order Submission Requirements:

Comprehensive Plan Future Land Use Element Policy 2.4 states that Commercial land use classification is intended to provide adequate areas for commercial development in the unincorporated areas of the County to serve the needs of the population and the traveling public. The maximum density is ninety percent (90%) impervious surface ratio.

Comprehensive Plan Future Land Use Element Policy 2.3(2) states that Mixed Use Urban Transitional land use classification is intended as a transitional area for urban service area expansion adjacent to industrial parks, prisons, large industrial facilities, airports, municipalities, and similar land uses. The intent of this category is to provide a gradient of density and intensities of compatible land uses. The maximum density for commercial development is 80% impervious surface ratio.

The site is approximately 3.45 acres (150,282 square feet) within the Commercial and Mixed Use Urban Transitional land use designations.

Criteria for Approval, Policies of the Comprehensive Plan and *Chapter 42 Code of Ordinances*:

Generally:

A. ***Change of Use*:** The applicant is proposing to expand the existing building by 482 square feet and add 488 square feet of asphalt and concrete surface area. According to ***Code of Ordinances Sec. 42-58*** this application is classified as a change of use and therefore requires review through a General Development Order. Approval must be granted by the Community Development Department and the appropriate county regulatory boards.

B. ***Compatibility with Adjacent Land Uses (Jackson County Comprehensive Plan Policy 2.3(2) and 2.4):*** The proposed building expansion, parking reconfiguration

and additional sidewalk installation are located within areas designated for Commercial and Mixed Use Urban Transitional land uses.

To the west of the site is vacant farmland; to the east is Hwy 71 South. The north is Elliano's Coffee Shop, as well as an additional new commercial business currently under development.

C. ***Consistency with the Comprehensive Plan (Jackson County Comprehensive Plan):*** All proposed development shall be designed to be consistent with the adopted comprehensive plan as amended. All proposed development shall comply with at least the future land use designations, building regulations, concurrency, and environmental requirements from State, Federal, and local agencies and all other applicable regulations, ordinances, and policies for the area in which the proposed subdivisions or development shall be located.

D. ***Property Rights (Jackson County Comprehensive Plan Chapter 11):*** The County will make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

II. Procedures for Review and Approval of General Development Orders:

A. ***Code of Ordinances Chapter 42***

1) ***Sections 42-56 (definitions) and 42-58 - Requirements for development order:***

Change of Use – Any use of land which is not identical in nature and intensity to the current use of the same land or parcels of land as of the date of adoption of this article *(Code of Ordinances, Section 42-56).*

B. ***Design Standards (Code of Ordinances Sections 42-63 & 42-80)***

1) The following plans and materials may be required by the planning department, etc. to be submitted upon application submittal:

a. Proposed Use
b. Location of existing and proposed buildings
c. Location of accessory structures, such as signs
d. Location of existing or proposed driveways, parking lots, and service areas, including size and type of construction
e. Location of existing or proposed utilities, including necessary easements.
f. Proposed landscaping improvements and any required buffering.
g. Topography and natural features, such as water bodies, drainage ways, etc.
h. Location sketch
i. Surveyed property boundaries
j. Wetlands, water bodies, etc.
k. Date and Scale
l. Property identification
m. Three copies of site plans and three copies of other supplemental data

2) Commercial Land Development Regulations:

   a. *Site Design*: The design of the site for such uses should orient the activities away from surrounding uses which are not similar in nature. The design of the site shall include landscaped buffers between dissimilar uses. Site plans shall include landscaping, orientation of parking, signs, lights, lot coverage, access points, and buffer or enclosure of outdoor storage areas.

      To the west of the site is vacant farmland; to the east is Hwy 71 South. The north is Elliano's Coffee Shop, as well as an additional new commercial business currently under development. No buffering is required.

   b. *Accessibility*: If repairs or improvements are needed on a roadway adjacent to the proposed building site in order to increase the level of service to a level necessary for the impact of the development, then such repairs must be made before a certificate of occupancy can be issued. The developer may be required to pay all, or part, of this improvement cost.

      There are two existing driveway connection to Hwy 71 South (see file).

   c. *Drainage Requirements*: A storm drainage system, certified by an engineer registered in the state, shall be provided which does not allow post-development runoff to exceed the rate of predevelopment runoff.

      There is an existing stormwater pond with capacity for the current square footage.

   d. *Development Standards*: A paved access road or driveway, constructed to state department of transportation standards, shall be provided from the development to a county right-of-way, either a collector or arterial.

      The proposed development will be accessed via two existing driveway connections to Hwy 71 South.

C. ***Variances and Exceptions (Code of Ordinances, Section 42-4):***

   No variances or exceptions were requested for this project.

D. ***Floodplain (Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) Panel 120630C0435D:***

   The site appears to lie entirely within FEMA designated flood zone X.

E. ***Parking and Traffic Circulation (Comprehensive Plan Transportation Element Policy 2.5 and Code of Ordinances Sec. 42-100, Schedule A:***

   Applicants for new non-residential development and residential developments of ten or more dwelling units shall be required to submit a traffic impact

analysis quantifying the proposed development's impact on surrounding collector and arterial roads and outlining the steps to be taken to prevent the level of service from degrading below the adopted LOS standard.

Convenience store developments are required to provide one (1) parking space per 250 gross square feet of floor area and 1 required bicycle spaces.

Four parking spaces and 1 ADA space are required and will be added to the south side of the building. With these changes, existing parking is sufficient.

F. ***Fire Fighting Issues***:

The Fire Marshal submitted an email on November 14, 2025 stating he reviewed the application and site plan and had no comments at this time.

G. ***Engineering Review:*** On July 25, 2022, the Board of County Commissioners issued a new policy stating outside county engineering review is not required for projects costing less than $10 million dollars. The project cost is less than $ 10 million dollars.

H. ***Signage (Code of Ordinances Chapter 42 Division 6):***

All proposed signage or modifications to existing signage on or off site will require review and approval by the Community Development Department. No installation or approval of signage of any type is authorized by this review or approval.

No additional signage is being proposed at this time.

I. ***Landscaping (Code of Ordinance, Chapter 42 Division 8):***

Landscaping must be designed to provide visual buffering and enhancement for properties in order to promote an ecological balance, prevent overcrowding, promote high-quality development, safeguard property investment, and provide a healthy and safe public environment.

Existing landscaping is remaining. No additional landscaping is required.

J. ***Lighting (Code of Ordinances Sec. 42-80(b):***

Site lighting must be designed to prevent glare impacts on drivers using Hwy 71 South. Exterior lighting must not increase the background lighting by more than an average of one lumen in order to protect driver night vision and limit lighting impacts on other existing or future development.

COMMENTS AND/OR RECOMMENDATIONS:

The comments made in this staff report are based on the information submitted by the applicant/agent/owner for review. Planning Staff recommends **approval** of the proposed site, subject to the following conditions:

1. Development must remain consistent with specific plans, drawings and documentation submitted. Any modification will require approval by the County.

2. Development must comply with all applicable permitting agencies.

3. Applicant will sign a Development Agreement with Jackson County in a form provided by the Community Development Department, which includes any approval conditions ***(Jackson County Code of Ordinances Sec. 42-65).***

4. At completion of the project, a Certificate of Occupancy (CO) must be signed by the Building Official, Fire Marshal, and Planning Director prior to occupation of the building. All inspections and reviews must be satisfactorily completed prior to a CO being issue.

Inland

OAKDALE BOULEVARD
UNN110 DRIVEWAY

SUNSTOP MARIANNA
CONCEPT PLAN
C-102
LEGEND
PROPOSED BUILDING
PROPOSED CONCRETE
PROPOSED ASPHALT PAVEMENT
SITE DATA TABLE
PROJECT NAME: SUNSTOP MARIANNA
ADDRESS: 2091 FL-71, MARIANNA, FL 32448
PARCEL ID: 410180000170
ZONING: COMMERCIAL
Total Site Area: 3.44 AC. 149,926 SF 100.0 %
Existing Building Footprint: 2,932 SF 2.0 %
Existing Concrete Sidewalk: 1,226 SF 0.8 %
Proposed Building Footprint: 3,414 SF 2.3 %
Proposed Concrete Sidewalk: 1,714 SF 1.1 %
STATE ROAD 71
N/W VARIES
PAVED
POINT OF COMMENCEMENT
CONCRETE CURB
ASPHALT
CONCRETE
CANOPY
PROPOSED BUILDING
BLOCK FUEL STATION BUILDING
INLET
5' CHAINLINK
5 STRAND BARBED WIRE
18" CMP
18" RCP
SOUTHEAST GEORGIA OIL COMPANY, INC.
OR 1997 / PG
S14-4(2)(a)

AGENDA ITEM # 1222026-183
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Amber Barnes, Community Development**

SUBJECT: **Request: Set a public hearing for a General Development Order for Wind Wood RV Resort and Campground- Amber Barnes, Community Development**

Background: Requesting to set a public hearing for January 13, 2026 at 9:00 a.m. for a General Development Order for a 24-unit RV Park to be constructed in three (3) phases. Phase I will consist of 8 RV grassed sites, an 800 square foot office building, construction of internal dirt roadway, landscaped buffering and retention pond. Phase II will consist of 8 additional grassed RV sites and Phase III will consist of the final 8 grassed RV sites. This request also includes a request for a special exception to the Jackson County Comprehensive Plan Policy 2.2(2)(3)(a) to allow an RV Park in the Agirculture 2 Future Land Use Category. The proposed RV park will be located on the south side of Pontaic Loop approximately .45 miles southwest of the intersection of Hwy 90 and Pontiac Loop in unincorporated Jackson County.

Strategic Plan Goal: **Vibrant & Growing Economy**

Previous Action: On December 1, 2025, the Planning Commission recommended denial of Wind Wood RV Park to the Board of County Commissioners. Reasoning for denial was based off of safety concerns.

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Community Development**

Reviewed By: **Amber Barnes**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the request to set a public hearing for the next

Board of County Commissioners meeting scheduled on January 13, 2026 at 9:00 a.m.

JACKSON COUNTY
COMMUNITY DEVELOPMENT – PLANNING DEPARTMENT
STAFF REPORT

DATE OF REVIEW:	November 6, 2025
PROJECT NAME/TYPE:	Windwood RV Resort and Campground/Small Scale
PARCEL NUMBER:	32-5N-11-0000-0150-0000
PROJECT SUMMARY:	A request for a General Development Order for the construction of a 24-unit Recreational Vehicle (RV) Park with an on-site office. Development is proposed in three phases: Phase I will include the construction of 8 RV sites, the office building, landscape buffering, associated internal unpaved roadways, and stormwater pond. Phase II will provide 8 additional RV sites along with utility and roadway extensions. Phase III will complete the development with the final 8 RV sites and final extension of water, sewer and utitily lines.
OWNER:	Felix and Caitlin Oyugi-Summers 2817 Pontiac Loop Cottondale, FL 32431
APPLICANT:	Same as above
ENGINEERING FIRM:	Camrey, LLC Jeffrey Sanon, P.E. 7743 Sundew Drive Boynton Beach, FL 33437
PUBLIC NOTICE POSTED:	May 8, 2025
TYPE OF REVIEW:	Small Scale Commercial
STAFF PLANNER:	anb
FUTURE LAND USE:	Agriculture 2
INSIDE USA:	No
PARCEL SIZE:	15.05 +/- acres

DENSITY/ACRE:	**AG2 -** Maximum 60% Impervious Surface Ratio
LOCATION:	The parcel is located on the south side of Pontiac Loop, approximately .45 miles southwest of the intersection of Hwy 90 and Pontiac Loop.
ROADYWAY ACCESS:	Pontiac Loop
WATER PROVIDER:	Private
SEWER PROVIDER:	Private
ELECTRICITY PROVIDER:	Florida Public Utilities
GAS PROVIDER:	n/a
ROAD AND BRIDGE COMMENTS:	Received comments from JC Road and Bridge Director on November 17, 2025. *(see file)*
FIRE MARSHAL COMMENTS:	Received comments from Fire Marshal on November 4, 2025 *(see file)*
ENVIRONMENTAL HEALTH:	Received comments from Environmental Health November 6, 2025.
PUBLIC WORKS COMMENTS:	n/a
APPROVAL BODY:	Planning Commission recommendation to the Board of County Commissioners

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PLANNING STAFF REVIEW:

Description of Jackson County Comprehensive Plan Future Land Use Designation/Code of Ordinances Development Order Submission Requirements:

Comprehensive Plan Future Land Use Element Policy 2.2(2) defines the Agriculture 2 future land use designation as follows:

This land use classification is intended for agriculture and agriculture-related activities. Maximum impervious surface ratio will be sixty percent (60%). Landscaped buffering is required.

Commercial development and other non-residential land uses that are functionally related to rural and/or agricultural land uses and may consist of but is not limited to the following types of uses; farm equipment sales and repair, kennels and veterinary services, sale of agricultural chemicals and supplies, feed sales, blacksmith shops, processing, storage, or sales of agricultural products; recreational activities such as racetracks, speedways, golf

courses, country clubs, hunting or fishing camps, shooting ranges, travel trailer parks and campgrounds, and riding or boarding stables; cemeteries, airplane landing fields, communications facilities, small engine repair, and welding shops. All such land uses shall require approval as a special exception, and criteria for the approval of such special exception shall be adopted which shall ensure compatibility with surrounding land uses.

The proposed development is located within the AG2 Future Land Use Category. The applicant is requesting a Special Exception to allow the construction and operation of a Recreational Vehicle (RV) Park within the AG2 Category.

Criteria for Approval, Policies of the Comprehensive Plan and *Chapter 42 Code of Ordinances*:

Generally:

A. ***Change of Use*:** The applicant proposes to construct a 24-unit recreational vehicle park in three (3) phases. Phase I will consist of 8 RV sites, an office building, internal unpaved roadway, primary septic and well system installation, landscape buffer and construction of a stormwater retention pond. Hase II will include 8 additional RV sites along with internal roadway extensions and continuation of water, sewer, and electrical utility services established in Phase I. Phase III will complete the remaining 8 RV sites, final road infrastructure. Total impervious surface for the entire site development will be 800 square feet. Pursuant to ***Code of Ordinances Sec. 42-58,*** this application represents a Change of Use and is therefore subject to General Development Order review and subsequent approval by the Community Development Department and all applicable regulatory boards of the County.

B. ***Compatibility with Adjacent Land Uses (Code of Ordinances Sec. 42-77(e)):*** The proposed RV Park is located within the Agriculture 2 future land use category. An RV Park is considered a commercial use and is allowable within this land use category with a special exception by the regulatory boards.

To the south is the Town of Cottondale's recreational park, to the east and west are residential properties, to the north is Pontiac Loop.

C. ***Consistency with the Comprehensive Plan (Jackson County Comprehensive Plan):*** All proposed development shall be designed to be consistent with the adopted comprehensive plan as amended. All proposed development shall comply with at least the future land use designations, building regulations, concurrency, and environmental requirements from State, Federal, and local agencies and all other applicable regulations, ordinances, and policies for the area in which the proposed subdivisions or development shall be located.

D. ***Property Rights (Jackson County Comprehensive Plan Chapter 11):*** The County will make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

II. Procedures for Review and Approval of General Development Orders:

A. *Code of Ordinances Chapter 42*

1) *Sections 42-56 (definitions) and 42-62 - Requirements for development order:*

Change of Use – Any use of land which is not identical in nature and intensity to the current use of the same land or parcels of land as of the date of adoption of this article (***Code of Ordinances, Section 42-56***).

B. *Design Standards (Code of Ordinances Sections 42-63 & 42-80)*

1) **Submittal Requirements**
The following plans and supporting materials may be required by the Planning Department, etc. at the time of application submittal:

a. Proposed Use
b. Location of existing and proposed buildings
c. Location of accessory structures, such as signs
d. Location of existing or proposed driveways, parking lots, and service areas, including size and type of construction
e. Location of existing or proposed utilities, including necessary easements.
f. Proposed landscaping improvements and any required buffering.
g. Topography and natural features, such as water bodies, drainage ways, etc.
h. Location sketch
i. Surveyed property boundaries
j. Wetlands, water bodies, etc.
k. Date and Scale
l. Property identification
m. Three copies of site plans and three copies of other supplemental data

2) Commercial Land Development Regulations:

a. *Site Design*: The design of the site for such uses should orient the activities away from surrounding uses which are not similar in nature. The design of the site shall include landscaped buffers between dissimilar uses. Site plans shall include landscaping, orientation of parking, signs, lights, lot coverage, access points, and buffer or enclosure of outdoor storage areas.

The site is bordered by Pontiac Loop to the north and residential properties to the east and west. To the south lies the Town of Cottondale's recreational park. The applicant proposes a continuous landscaped buffer around the perimeter of the development.

b. *Accessibility*: If roadway repairs or improvements are required adjacent to the proposed development site in order to maintain or enhance the Level of Service (LOS), such improvements must be completed prior to the issuance

of a Certificate of Occupancy. The developer may be responsible for covering all or a portion of the improvement costs.

A newly constructed driveway connection will be required to provide access to Pontiac Loop and Cinema Lane (see file).

c. *Drainage Requirements*: A stormwater drainage system, designed and certified by a state-licensed engineer, shall be provided to ensure that post-development runoff does not exceed pre-development runoff rates.

A storm drainage system has been designed in accordance with applicable regulations and included with the submitted application materials (see file).

d. *Development Standards*: A paved access road or driveway, constructed to state Department of Transportation standards, is required to connect the development to a county-maintained collector or arterial roadway.

The proposed development will be served by a new driveway connection to Pontiac Loop and Cinema Lane.

C. ***Variances and Exceptions (Code of Ordinances, Section 42-4):***

Requesting a special exception from the Jackson County Code of Ordinances Chapter 1 Policy 2.2 to allow an RV Park in the Agriculture 2 Future Land Use Category.

D. ***Floodplain (Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) Panel 120630300D:***

The site appears to lie within FEMA designated flood zones X.

E. ***Parking and Traffic Circulation (Development Design and Parking Improvement Standards and the Florida Accessibility Code for Building Construction and the Americans with Disabilities Act (ADA), US Department of Justice:***

The proposed development includes approximately 800 square feet of impervious surface dedicated to recreational vehicles, vehicular use areas, and the office building.

A traffic impact analysis was submitted with the application (see file). The analysis concludes that the Level of Service (LOS) will be maintained. No additional turn lanes (right or left) are required at this time.

It is recommended that each campsite includes a minimum of one recreational vehicle space and one additional parking space. The development will provide one ADA-compliant RV space on-site. The site plan identifies 24 pull-through campsites. The applicant is also proposing one ADA-compliant parking space at the office building. These provisions satisfy the applicant code requirements.

F. ***Fire Fighting Issues***:

The Fire Chief submitted an email confirming that he has no comments or concerns at this time.

G. ***Engineering Review:*** On July 25, 2022, the Board of County Commissioners issued a new policy stating outside county engineering review is not required for projects costing less than $10 million dollars. This project is projected to cost $6 million. *(see file)*

H. ***Signage (Code of Ordinances Chapter 42 Division 6):***

All proposed signage or modifications to existing signage on or off site will require review and approval by the Community Development Department. No installation or approval of signage of any type is authorized by this review or approval.

I. ***Landscaping (Code of Ordinance, Chapter 42 Division 8):***

Landscaping shall be designed to provide effective visual buffering and enhancement for surrounding properties, promote an ecological balance, prevent overcrowding, support high-quality development, protect property values, and ensure a healthy and safe public environment.

A buffering and landscaping plan was submitted on October 19, 2025, and appears to be in compliance with the intent of ***Jackson County Code Chapter 42 Division 8.***

J. ***Lighting (Code of Ordinances Sec. 42-80(f):***

Site lighting must be designed to prevent glare impacts on drivers traveling along Pontiac Loop. Exterior lighting shall not increase background illumination by more than an average of one lumen, to protect nighttime driver visibility and minimize lighting impacts on existing or future development.

COMMENTS AND/OR RECOMMENDATIONS:

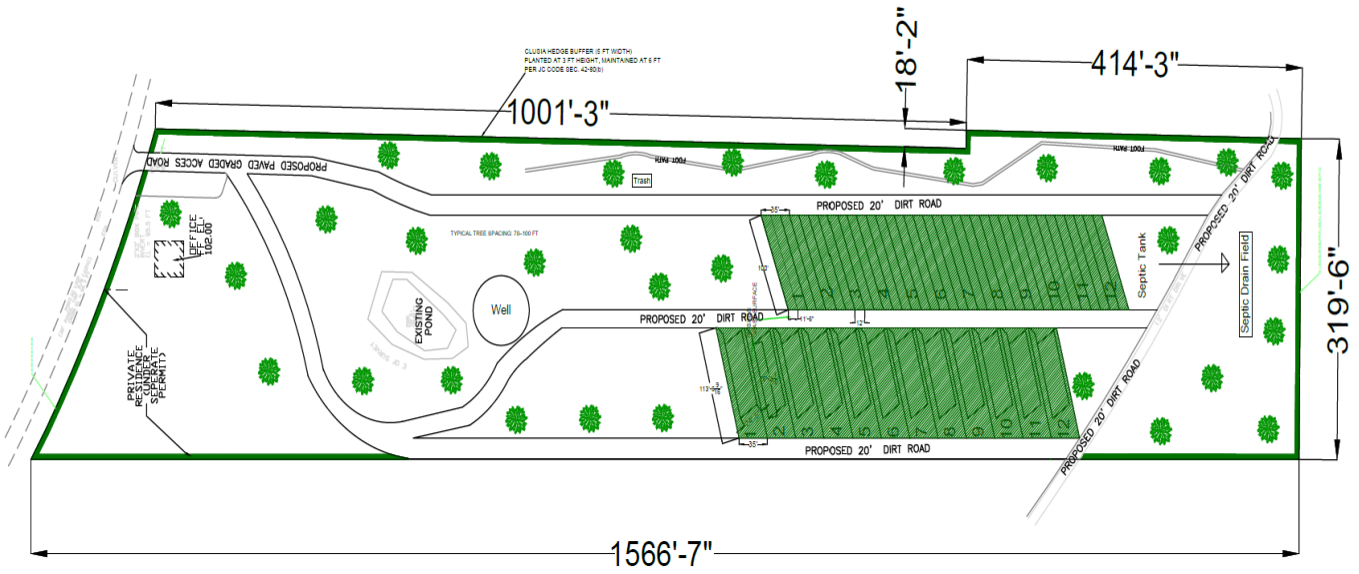
The comments made in this staff report are based on the information submitted by the applicant/agent/owner for review. Planning Staff recommends **approval** of the proposed site, subject to the following conditions:

1. Development must remain consistent with specific plans, drawings and documentation submitted. Any modification will require approval by the County.

2. Development must comply with all applicable permitting agencies.

3. Applicant will sign a Development Agreement with Jackson County in a form provided by the Community Development Department, which includes any approval conditions ***(Jackson County Code of Ordinances Sec. 42-65).***

4. At completion of the project, a Certificate of Occupancy (CO) must be signed by the Building Official, Fire Marshal, and Planning Director prior to occupation of the building. All inspections and reviews must be satisfactorily completed prior to a CO being issued.



GENERAL NOTES

1. Landscape buffer consists of Clusia hedge planted 3 ft high and maintained at 6 ft. 5 ft wide strip provided along perimeter except at road entrance. Complies with JC Code Sec. 42-80(b).
2. Each buffer consists of grass and native shade trees spaced approximately 70-100 feet apart for visual screening and aesthetics.
3. RV sites and open areas are covered with grass surfaces for natural drainage and appearance.
4. Decorative trees are provided at the entrance and office area to enhance the visual appeal of the site.
5. Limited native tree planting is provided around the pond perimeter and septic area for stabilization and screening.
6. All vegetation shall consist of low-maintenance, drought-tolerant native species suitable for local conditions.
7. No landscape buffer provided along internal roadway due to space limitation. Additional planting provided on opposite side of road.

LANDSCAPE LEGEND
Landscape Buffer Grass, shrubs and trees
Tree Symbol: Native shade trees
Grass Hatch: RV sites and open areas
Property Line: Site boundary
CLUSIA HEDGE BUFFER (5 FT WIDTH)

Abreu Jose LICENSE PE26177 STATE OF FLORIDA PROFESSIONAL ENGINEER

10/10/2025

CLIENT:

PROJECT:

RV Park

NOTE:

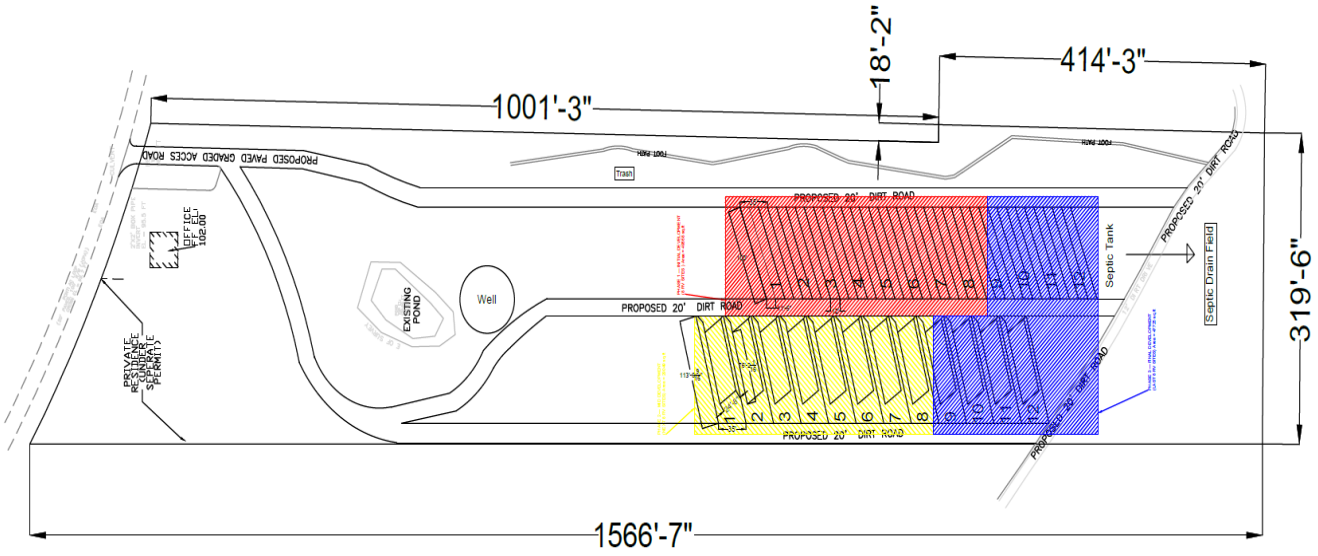
DO NOT SCALE DRAWINGS. USE CALCULATED DIMENSIONS ONLY. VERIFY EXISTING CONDITIONS IN FIELD.

SHEET:

A 02

SCALE:

1/128" = 1-0'



General Notes

1. The RV Park will be developed in three phases, each consisting of 8 RV sites, for a total of 24 sites upon completion.
2. Phase 1 includes 8 sites near the entrance along with the office area, initial roads, primary septic and well system, and connection to the retention pond. Stormwater controls and erosion protection will be installed during this phase. All required landscaping and buffer planting for the entire site will be completed in Phase 1. Approximate area: 49,568 sq.ft.
3. Phase 2 includes the next 8 sites located toward the central area of the park. Works include extension of internal roads, RV pads, and continuation of water, sewer, and electrical utilities from Phase 1. Approximate area: 29,049 sq.ft.
4. Phase 3 includes the final 8 sites at the far end of the site. Works include final road connections and final tie-in of all utility lines. Approximate area: 47,725 sq.ft.
5. Each phase will be stabilized with grass after construction and will remain functional before the next phase begins.
6. The development phasing is designed to minimize environmental impact and comply with Jackson County design standards.
7. Total build-out will result in 24 RV sites with all utilities connected to the main septic and well systems and drainage directed to the retention pond.

Abreu Jose LICENSE PE26177 STATE OF OREGON PROFESSIONAL ENGINEER

11/15/2025

CLIENT:

PROJECT:

RV Park

NOTE:

DO NOT SCALE DRAWINGS. USE CALCULATED DIMENSIONS ONLY. VERIFY EXISTING CONDITIONS IN FIELD.

SHEET:

A 02

SCALE:

1/128" = 1-0'

Pontiac Loop

Cineama Lane

AGENDA ITEM # 10172026-42
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **, Administration**

SUBJECT: **Consent Agenda Items**

Background: Add details related to your item here to thoroughly describe your request to the Board. Commissioners rely on this when reviewing the agenda prior to the meeting.

Strategic Plan Goal:

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation:

Potential Motion: I move to approve [YOUR REQUEST HERE] and authorize the Chairman to sign.

AGENDA ITEM # 10172026-43
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **, Finance**

SUBJECT: **Request: Pay Bills - Finance**

Background: Add details related to your item here to thoroughly describe your request to the Board. Commissioners rely on this when reviewing the agenda prior to the meeting.

Strategic Plan Goal:

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Finance**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation:

Potential Motion: I move to approve [YOUR REQUEST HERE] and authorize the Chairman to sign.

AGENDA ITEM # 10172026-44
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Jeffrey Register, Road and Bridge**

SUBJECT: **Request: Board Approval of Right-of-Way Use Permit - Jeffrey Register, Road and Bridge Director**

Background: Outsource has requested a Right-of-Way Use Permit on behalf of Lumen to relocate a cross box on Meadowview Road.

Strategic Plan Goal: **Vibrant & Growing Economy**
Innovative Facilities & Infrastructure

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Road and Bridge**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the Right-of-Way Use Permit and authorize the Chairman to sign.

S __ T __ R __

Road Name(s) Meadowview Rd
From XBox 055
To Power Pole #15131

JACKSON COUNTY RIGHT-OF-WAY USE PERMIT FOR UTILITY PROVIDERS

This license and agreement are made this 17th day of December, 2025, between JACKSON COUNTY, FLORIDA, a political subdivision of the State of Florida (herein "JACKSON COUNTY"), with offices at 2864 Madison Street, Marianna, Florida, 32448, and Outsource Inc., on behalf of Lumen, (herein "Grantee"), with principal offices at 212 Hollywood Blvd. SE Ft. Walton Beach Fl. 32548.

WHEREAS, JACKSON COUNTY is the owner of and has the right to license the use of all road rights-of-way located in Jackson County, Florida, which are under its jurisdiction under the provisions of Florida law (which rights-of-way are referred to herein as the "rights-of-way"); and

WHEREAS, JACKSON COUNTY has enacted its Ordinance No. 94-03, as amended from time to time, and can be found in section 102, relating to the licensing of use of its rights-of-way to utility providers; and

WHEREAS, the Grantee has requested a license to place above ground or underground utilities on the rights-of-way, as more completely described in Exhibit "A"; and

WHEREAS, the Grantee intends and promises to commence construction or installation of such utilities within two (2) years from the date of this license;

NOW, THEREFORE, for and in consideration of the premises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grantee is granted permission to install and maintain, at its sole own expense, utilities as briefly described herein XBox 055 to be relocated approx. 49' to pole #15131, and as further indicated on the attached Exhibit A on the county rights-of-way indicated on that Exhibit A. In order to facilitate such installation, JACKSON COUNTY hereby grants to the Grantee a non-exclusive license, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress into, upon, through and over county property for the sole purpose of installation, maintenance, repair and use of the utilities indicated on the attached Exhibit A. The rights and privileges herein granted shall be used and enjoyed in such a manner as to cause the least possible interference with the use by the general public of the rights-of-way. The Grantee agrees and acknowledges that this license and any permission, license or privilege granted hereby or previously allowed or granted by Jackson County shall not be deemed to constitute or create (now, or in the past or future) any irrevocable easement, license or any vested property right of any kind in the Grantee to use or occupy the County's rights-of-way.

2. **SPECIAL CONDITIONS:** The following are special conditions for or limitations on the use by the Grantee of county right-of-way:

All driveways and road crossings shown in HDPE will be by directional bore.

Underground utilities: all must be buried at a minimum of 36 inches deep. They shall be directionally bored under, not buried over, or placed through, culvert pipes. No areas of the paved road will be cut or patched.

Aerial utilities: must meet or exceed Florida Department of Transportations requirements.

All utilities: all utilities placed in the Jackson County right-of-way shall be in the back 7 feet of the right of way, unless approved in writing prior to installation. Utility poles should be installed in a location so that they don't interfere with grading of the ditches or mowing of the County right of ways. Utility poles should be placed along the backslope of County ditches as close to the right of way line as possible. Pedestals or structures will be marked with reflective markings and should be highly visible. Markings shall be a six inch wide reflective bright colored band around the top of the pedestal or six inch diameter reflectors attached near the top of the pedestal on each side. The marking will be a minimum of three feet above the ground surface. If the pedestals are less than three feet tall, a separate post will be installed beside the pedestal and the markings will be attached to the post.

3. The terms and conditions of this license and of Grantee's use of county right-of-way are expressly subject to all use fee payment requirements and other provisions of Jackson County Ordinance No. 94-03 and Florida Statutes Sections 337.401-404, all of the provisions of which are incorporated into this agreement, and are further subject to all limitations and conditions set forth in section 2 above or elsewhere in this license. It is expressly anticipated by the parties hereto that Jackson County may, in the future, amend its comprehensive right-of-way use and permitting ordinance which may provide for (but will not necessarily be limited to) additional restrictions or limitations on the Grantee's use or occupation of the rights-of-way, additional conditions on this license or some subsequent license, and the modification of fees for the continued effectiveness of this license. The Grantee agrees and consents to such enactment and acknowledges and further agrees that, as a condition to the issuance of this license, this license is and shall be subject to all such present and future ordinances, enactments, restrictions, limitations, conditions and fees, without the need of any further approval, agreement or consent of the Grantee. As additional consideration for the issuance of this license, the Grantee acknowledges and agrees that the ordinance (as currently in effect) is valid and binding on the Grantee.

4. The Grantee agrees, in perpetuity, to restore that portion of the right-of-way disturbed during any installation, maintenance or repair of said utilities to the condition of the right-of-way prior to any installation, maintenance or repair and further agrees to maintain said utilities at no expense to Jackson County. In addition, the Grantee agrees to pay to JACKSON COUNTY the actual damages to JACKSON COUNTY's rights-of-way or other property interests, including damages to any roadway or transportation improvements or structures, arising out of initial construction or subsequent maintenance of said utilities. The Grantee acknowledges the existence of and agrees to fully comply with all county ordinances regarding damages to public roads or rights-of-way.

5. The undersigned agrees that the utilities and other improvements, fixtures, equipment or other personal property located on the county rights-of-way shall remain the property of the Grantee, removable at the option of Jackson County in accordance with applicable Florida law. The Grantee is hereby prohibited from creating or maintaining, and agrees to prevent the creation or maintenance of, any temporary or permanent obstructions or conditions, which might be or might become dangerous to any member of the general public using the rights-of-way.

6. The Grantee shall hold Jackson County and its Board of County Commissioners harmless from the payment of any compensation or damages resulting from the exercise of any rights or privileges granted in this license.

7. This license shall not be assigned by the Grantee without the prior official Board approval and written consent by Jackson County.

8. This license shall be effective for a term of twenty (20) years, commencing the date of execution hereof by Jackson County, unless earlier abandoned by the Grantee by the giving by the Grantee of 30 days written notice certified mail return receipt to: County Administrator, 2864 Madison Street, Marianna, Florida, 32448; PROVIDED, that if the time requirements for improvements, as set forth above, are not complied with, this license may be terminated by Jackson County without notice or hearing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

GRANTEE:

Travis Millender OSP Engineer
Print Name Title

Signature Date

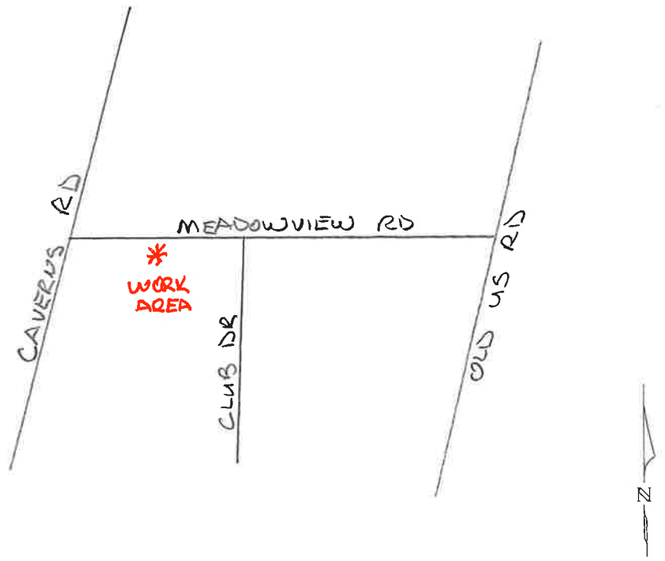
Print Email Address

JACKSON COUNTY, FLORIDA BY:

12/8/2025
Road and Bridge Director – Jeffrey Register Date

BOCC Chairman – Jamey Westbrook Date

LOCATION MAP:



NO WORK IS TO TAKE PLACE UNTIL APPROVED PERMIT IS ON SITE.

GENERAL NOTES

1.PERMITS REQUIRED:
____ CITY
_X_ COUNTY JACKSON
____ STATE
____ OTHER

2. ALL UTILITY LOCATIONS ARE SHOWN APPROXIMATE. CALL FOR LOCATES 72 HOURS PRIOR TO CONSTRUCTION START. OUTSOURCE, INC. DOES NOT WARRANT, IDENTIFY LOCATION OF EXISTING UNDERGROUND, BURIED, HIDDEN OR OTHERWISE NON-VISIBLE FACILITIES OR OBSTRUCTIONS WHICH MAY EXIST IN, ON OR AROUND SITE OF PLANNED CONSTRUCTION BEFORE PLACING BEGINS.

3.NOTIFY _____
FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION FOR NECESSARY STAKING.

4.NOTIFY _____
FROM CATV/POWER/OTHER AT _____

5.PLACE PROPOSED BURIED CABLE WITH A _36_ INCH MINIMUM COVER UNLESS OTHERWISE NOTED.

6.SPECIAL SERVICES INVOLVED	YES _X_	NO ____
7.REPLACEMENT CABLE	YES _x_	NO ____
8.FIBER OPTIC CABLE IN ROUTE	YES ____	NO _y_
9.SPAN LINES INVOLVED	YES ____	NO _x_

10.GROUND AT THE TAPERS & CABLE ENDS (25 OHM GRND IS REQUIRED FOR ALL CABLE ENDS 1000 FT OR GREATER).

11.TOTAL CABLE THIS WORK ORDER: _____ SHEATH FEET.
12.WORK ORDER REFLECTS COMPLETION OF: _____.

FOR ANY QUESTIONS OR PROBLEMS PLEASE CONTACT TRAVIS MILLENDER @ 850-878-8595

P.351427

EXCHANGE KEY	ENGINEERING CONTACT	CONTRACT ENGINEER
	NAME: LEE'ALLEN KEYS PHONE: 850-203-1415	NAME: COMPANY:
REMOTE SWITCH EXCHANGE KEY	COMMUNITY NAME	CONSTRUCTION COORDINATOR
	NAME: – CITY: –	NAME: PHONE:

LUMEN®

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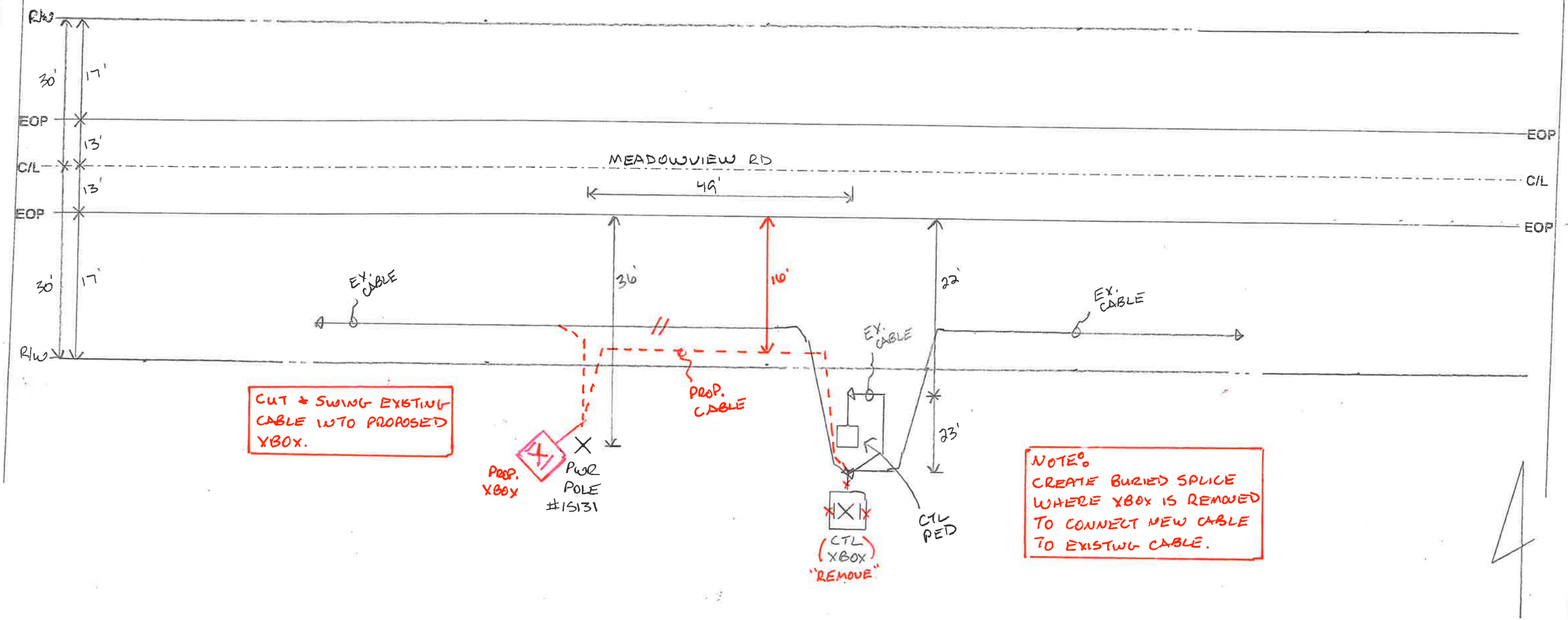
REVISIONS		PROJECT#: P.351427	DATE:
DATE	DESCRIPTION	WFMT PROJECT: --	
--	--	DESC:	
--	--	WC CLLI: --	TOWNSHIP: --
--	--	SECTION: –	RANGE: --
--	--	REVISION: -- SCALE: –	SHEET: 1 OF 2



EXCHANGE KEY	ENGINEERING CONTACT	CONTRACT ENGINEER
	NAME:	NAME:
	PHONE:	COMPANY:
REMOTE SWITCH EXCHANGE KEY	COMMUNITY NAME	CONSTRUCTION COORDINATOR
	NAME:	NAME:
	CITY:	PHONE:

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REVISIONS	
DATE	DESCRIPTION

PROJECT#: P.351427		DATE:
WFMT PROJECT:		
DESC:		
WC CLLI:		TOWNSHIP:
SECTION:		RANGE:
REVISION:	SCALE: N/A	SHEET: ___ OF ___

AGENDA ITEM # 1212026-180
AGENDA DATE: 12/17/2025

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Jim Dean, Human Resources**

SUBJECT:	**Request: Board Approval of Settlement Agreement - Jim Dean, County Administrator**
Background:	This settlement agreement is for injuries sustained at a local park.
Strategic Plan Goal:	**Not Applicable**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Human Resources**
Reviewed By:	**Sarah Sun** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve the settlement agreement and authorize the Chairman to sign.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT is between Plaintiff **Charles Mixon**, together with his heirs, administers, executors, successors, assigns, and other representatives ("Mixon"), and Defendant, **Jackson County, Florida**, together with all of its predecessors and past, present, and future assigns, successors, subsidiaries, affiliates, divisions, commissioners, past, present, and future officers, directors, agents, attorneys, employees, indemnitors, insurers, joint venturers, shareholders, benefit plans and their trustees, administrators and fiduciaries, as individuals and in their representative capacities (collectively "County") as well as the County's insurers, Florida Association of Counties Trust (FACT), Florida League of Cities (FLC), their agents, employees, representatives, attorneys, successors, assigns, and any entity or person in privity with them ("insurers"). Mixon and the County are collectively referred to herein as (the "Parties").

WITNESSETH:

RECITALS

A. WHEREAS, on or about June 12, 2024, Mixon filed a Complaint in a lawsuit bringing claims against the County, in the litigation entitled **Charles Mixon, Plaintiff v. Jackson County, Florida, Defendant**, in the Circuit Court, Fourteenth Judicial Circuit, in and for Jackson County, Florida, Case No. 2025-CA-000087. (the "Lawsuit"); and

B. WHEREAS, Mixon's Complaint claims that the County was negligent concerning the maintenance of its premises and failure to warn of a dangerous condition thereon, resulting in his injury.

C. WHEREAS, the County has denied any and all liability associated with this action and has asserted various Defenses; and

D. WHEREAS, Mixon has alleged that he sustained damages arising from the actions of the County referenced in the Lawsuit; and

E. WHEREAS, Mixon acknowledges and affirms that he has never received any Medicare or Medicaid benefits for any injury or damage allegedly arising from the incidents referenced in the Lawsuit. However, to the extent, if any, that Mixon has received Medicare or Medicaid benefits for

any injury or damage allegedly arising from the incidents referenced in the Lawsuit, Mixon acknowledges and affirms that he shall satisfy any and all such liens, arising from or associated with the incidents referenced in the Lawsuit; and

F. WHEREAS, Mixon acknowledges and affirms that he shall satisfy any and all liens, including, but not limited to, the lien from Sunshine Health in the amount of $1,792.00 as of January 7, 2025, arising from or associated with the incident referenced in the Lawsuit, including but not limited to any and all liens for medical care, including but not limited to any liens for psychological and/or mental health counseling care, and expenses rendered to Mixon; and

G. WHEREAS, the Parties acknowledge that the monetary amount paid in consideration of this Settlement is inclusive of any and all claims that Mixon had, has, or may have against the County, and any and all of the County's current or former employees, officials, or representatives, arising from or related to the incident referenced in the Lawsuit, inclusive of any and all claims for compensatory damages, punitive damages, medical expenses/liens, Plaintiff's attorney's fees and costs; and

H. WHEREAS, in lieu of further litigation and in an effort to reach a reasonable disposition of the matter, a Settlement Agreement and General Release has been reached which has resolved all claims which were or could ever be asserted by Mixon against the County and any and all of the County's current or former employees or officials, in any way related to or arising from the matters referenced in the Lawsuit from the beginning of time until the effective date of the execution of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties execute this Settlement Agreement and General Release within the context of the above, as follows:

SETTLEMENT AGREEMENT

1. Recitals. Recitals contained in Paragraph "A" through "H" above, are incorporated herein by reference and are made a part of this Settlement Agreement.

2. Effective Date. The effective date of this Agreement is the last date that the Parties have fully executed an unadulterated version of it, as provided for herein.

3. Consideration. As consideration for this Agreement, the Florida League of Cities (FLC) agrees to pay, on behalf of the County unto Mixon, the total sum of Thirty Five Thousand Dollars and Zero Cents ($35,000.00) (the "Settlement Amount"), representing payment as a complete, full and final compromise for any alleged non-economic or economic injuries or damages, claims and/or damages for bodily injury, property damage, mental anguish, emotional distress, pain and suffering, and/or damages for past and future wage losses, loss of benefits, loss of the capacity for the enjoyment of life, and other tangible and intangible damages, Plaintiff's attorneys' fees and costs, and any and all liens, either present or future. The settlement check shall be made payable to Ged Lawyers, LLP Trust f/b/o Charles Mixon and Plaintiff's counsel shall provide Defense counsel with a current W-9, so the settlement funds can be issued. The settlement amount shall be tendered within 30 days of approval by the parties as provided herein.

As additional consideration for this Agreement FLC shall pay on behalf of the County the total cost of mediation, which was conducted on Monday, November 10, 2025, with mediator Laura Beth Faragasso from O'Steen & O'Steen, P.L.

Mixon acknowledges and agrees that he is fully responsible for any tax liabilities and consequences chargeable to her individually, including but not limited to any and all federal, state, and local taxes, FICA, and/or social security liabilities that may result from the payment referenced above, and agrees to hold harmless and indemnify the County against any and all liabilities or consequences that may arise as a result of such payment, including assessments, judgments, fines, interest, penalties, costs and reasonable attorneys' fees. Mixon agrees that the County shall not be required to pay any further sums to Mixon for any reason even if there are tax or social security liabilities and resulting consequences to Mixon that he does not presently anticipate.

4. Payment of all liens and Indemnification. Mixon acknowledges and agrees that he shall be responsible for the payment of any and all liens arising from the incident referenced in this Lawsuit or in any manner related

to the incident referenced in this Lawsuit, including but not limited to, the lien from Sunshine Health in the amount of $1,792.00 as of January 7, 2025, and any and all other medical expenses, if any. Mixon shall indemnify and hold harmless the County from any and all liability associated with any such liens.

5. No Admission of Wrongdoing or Liability. Payment of the sum referred to above is made solely for the purpose of compromise and release and is in no way to be construed as an admission by the County of any liability whatsoever, or as to the validity of any claims which have been or could be asserted by Mixon against the County. The County expressly denies any and all liability associated with this Lawsuit. This Agreement is strictly a compromise of the disputed claims for which liability or wrongdoing is expressly and strongly denied by any and all involved.

6. Release of Claims. Except with respect to the express obligations created under the terms of this Agreement, Mixon fully and forever releases and discharges the County, any and all of its employees and representatives (past, present, and future); and FACT and the FLC, from all liabilities, claims, actions or causes of action of whatever nature arising out of the claims and/or the dispute underlying the claims, including but not limited to any contentions which were or could be asserted by Mixon against the County in the claims relating directly or indirectly to the causes of action arising out of the claims and/or the dispute underlying the claims based on any Federal, State, or Local law, statute, ordinance, administrative regulation, public policy or Executive Order, including but not limited to any retaliation claims, claims based upon violation of any other State or Federal or Constitutional claim or right or cause of action founded in any cause of action, including but not limited to civil rights violations, discrimination, retaliation, negligence, intentional tort, contract, wrongful death, or other common law causes of action, actions based on misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, interference with contractual relations, all express, implied or other warranty claims and any claims directly or indirectly relating to spoliation, loss or destruction of evidence, intentional or otherwise, from the beginning of time to the date of the full and final execution of this Agreement.

7. Dismissal of Lawsuit and Covenant Not to Sue. Within ten (10) business days after delivery of the Consideration referenced in Paragraph #3 above, Mixon will cause the Lawsuit to be dismissed with prejudice in a

manner authorized by the Florida Rules of Civil Procedure. In addition, Mixon covenants not to sue the County or any of its employees or representatives, including any past, present, or future employees, officials, or representatives, regarding claims arising from or related to the incident referenced in the Lawsuit.

8. Settlement Contingent on Board Approval. Mixon expressly acknowledges and agrees that this settlement agreement is contingent upon the approval of the Jackson County Board of County Commissioners (JCBOCC), as required by Florida's Sunshine Law, §286.011, Florida Statutes. In the event JCBOCC fails to approve this settlement this settlement agreement and release shall be deemed null and void.

9. Accord and Satisfaction. Mixon understands and agrees that the consideration provided by the County is in full accord and satisfaction of disputed claims, the Consideration for this Agreement is for the purpose of enabling the County to avoid the expenses and inconvenience of continued litigation and said payment does not constitute an admission of liability. The County expressly and strongly denies that it and/or its employees or representatives violated any law or otherwise acted wrongfully with respect to Mixon.

10. Governing Law, Severability, and Interpretation. This Agreement, and only this Agreement, shall be governed and construed in accordance with the laws of the United States of America and the State of Florida. If any provision of this Agreement is declared illegal or unenforceable and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

11. Choice of Forum. The proper venue for any dispute or controversy arising under, out of, or in connection with this Agreement shall be in the Circuit Court of the Fourteenth Judicial Circuit, in and for Jackson County, Florida.

12. Voluntary Agreement. The Parties voluntarily and freely enter into this Agreement and assume all risks and waive any right whatsoever to attack the validity and finality of this Agreement.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties to the Agreement, their successors,

assigns, agents, attorneys, employees, representatives, heirs, executors, legal representatives, and administrators.

14. Specific Enforcement; Attorneys' Fees. This Agreement and all provisions in it shall be specifically enforceable and the prevailing Party in any action to enforce this Agreement shall be entitled to the recovery of costs and attorneys' fees.

15. Severable. The Parties agree that if any one section of this Agreement shall be found to be void or otherwise ineffective, same shall not serve to nullify the entire Agreement and that such section(s) shall be severable from this Agreement.

16. Entire Agreement. The terms of this Agreement contain absolutely every aspect of the agreement reached between the Parties with respect to the claims which might exist between them. This Agreement speaks for itself and absolutely cannot be modified in any way by any evidence or reference to any other negotiations or purported agreement between the Parties. To that end, the Parties clearly intend that no evidence, except the provisions of this writing, may be introduced in any judicial proceeding involving this Agreement.

17. Competence. The Parties executing this Agreement declare and warrant that they are of legal age, suffer no legal disabilities or impairment precluding them from executing this Agreement and that they have full authority to do so.

18. Review by Attorney. All Parties have reviewed the Settlement Agreement and General Release fully and with the assistance of Counsel. This Agreement contains and sets forth the entire agreement between the Parties hereto, and there is no agreement between them which is not fully, completely, accurately and truly set forth herein.

19. Expenses. The Parties to this Agreement shall each bear their respective expenses (including their own respective attorneys' fees and costs) incurred with respect to the Lawsuit or otherwise involved in resolving this particular litigation, except as otherwise expressly provided herein.

20. Signatures. This Agreement may be signed in counterparts and each counterpart shall have the same force and effect as though the signatures were contained in a single document.

21. Modifications. This Agreement may be modified or rescinded only by a writing signed by all of the Parties or their fully authorized agents or representatives.

DATED this 20 day of November 2025.

Charles Mixon
Plaintiff

Jamey Westbrook
Chairman, JCBOCC
Defendant

Michael Westheimer
Attorney for Plaintiff

Alyssa Yarbrough
Attorney for Defendant

AGENDA ITEM # 1212026-173
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Tyler Schaeffer, Purchasing**

SUBJECT: **Request: Board set special meeting for interviews of 2526-05 Legal Contract Service respondents - Tyler Schaeffer, Procurement Officer**

Background: At the November 25, 2025 Regular Board Meeting, The Board approved the interviews of the top 4 ranked respondents to the RFP 2526-05 Contract Legal Services.

The Ranking Committee has concluded their ranking and The County has received all reports.

The Board will need to set a date for a special meeting to interview these respondents in accordance with their decision at the November 25, 2025 meeting.

It is staff's recommendation that the special meeting be set for 8:30am on Tuesday, January 6, 2026.

Strategic Plan Goal: **Not Applicable**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Purchasing**

Reviewed By: **Tyler Schaeffer**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to conduct a special meeting at 8:30am on January 6, 2026 to interview the top 4 ranked respondents to the Legal Services solicitation.

AGENDA ITEM # 1232026-184
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Tyler Schaeffer, Purchasing**

SUBJECT: **Request: Board approve release of solicitation for construction of generators for critical facilities and lift stations - Tyler Schaeffer, Procurement Officer**

Background: January of 2025, The County solicited qualifications for 2425-05 Generator Engineering of Critical Facilities HMGP and awarded the contract to DHM.

DHM has completed engineering and has prepared the solicitation for construction.

Strategic Plan Goal: **Not Applicable**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Purchasing**

Reviewed By: **Tyler Schaeffer**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve release of the solicitation and authorize the Chairman to sign.

AGENDA ITEM # 12102026-201
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Tyler Schaeffer, Administration**

SUBJECT: **Request: Board approval to direct purchase materials for Jackson County Endeavor Museum - Tyler Schaeffer, Procurement Officer**

Background: The requested material purchase was a part of the bid from the winning low bidder for the Phase 2 Shell Reconstruction of the Jackson Museum. During negotiations, Value Engineering was able to lower the total final cost to within available grant funding and the required match. Direct purchase of materials to save on taxes was identified to keep project within budget. Staff is requesting approval to direct purchase $93,859.47 worth of windows and doors, as well as any other direct purchases that may be needed to complete the project.

Strategic Plan Goal: **Innovative Facilities & Infrastructure**

Previous Action:

Amount of Funds to Be Expended or Requested: **$93,859.47**

Source of Funds: **TDC**

Originating Office: **Administration**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve to direct purchase materials for Jackson County Endeavor Museum and authorize the Chairman to sign.

QUOTE EXPIRES	Quote Not Certified

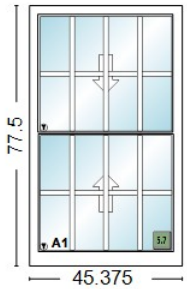
POWERHOUSE ICF

P.O. BOX 567
CARRABELLE, FLORIDA 32322
ADMIN@POWERHOUSEICF.COM
POWERHOUSEICF.COM
850-323-1411

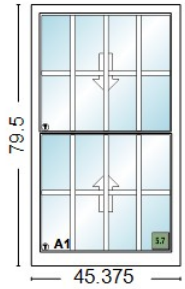
BILL TO:	SHIP TO:
JACKSON COUNTY	**JACKSON COUNTY**
ENDEAVOR MUSEUM	ENDEAVOR MUSEUM

QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

LineItem #	Description	Net Price	Extended
1-1 **Qty:** 11 **Room Location:** max width **Note:**	Rough Opening: 46 3/8 X 78, Frame: 45 3/8 X 77 1/2 Wrapping - Clear Opening Calculations 41.672 X 34.969, Clear Opening Area: 10.12 Wrapping - Masonry Opening Calculations 45 13/16 X 77 11/16 Product Unit 1:Mira Premium Double Hung Dimensions Custom, Frame Size 45.375 X 77.5 Color Exterior = White, Interior = Natural , Balance = White Unit Type EZ Tilt Unit Performance H-LC40 (DP +40/-45), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.21, VLT = 0.4, CPD = PWG-M-96-00711-00001 Glass Unit 1: Low-E SC/Argon, Double Glazed, Warm Edge (WE), Metal Unit 1 Lower, 1 Upper: Tempered Grilles 1-1/4" SDL w/o Shadow Bar, Colonial, Exterior = White, Interior = Natural Wood, 4W2H Hardware Antique Brass, 2 Locks Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,914.53	$21,059.83

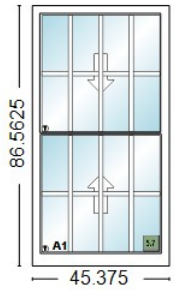


LineItem #	Description	Net Price	Extended
2-1 **Qty:** 19 **Room Location:** max width **Note:**	Rough Opening: 46 3/8 X 80, Frame: 45 3/8 X 79 1/2 Wrapping - Clear Opening Calculations 41.672 X 35.969, Clear Opening Area: 10.41 Wrapping - Masonry Opening Calculations 45 13/16 X 79 11/16 Product Unit 1:Mira Premium Double Hung Dimensions Custom, Frame Size 45.375 X 79.5 Color Exterior = White, Interior = Natural , Balance = White Unit Type EZ Tilt Unit Performance H-LC40 (DP +40/-45), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.21, VLT = 0.4, CPD = PWG-M-96-00711-00001 Glass Unit 1: Low-E SC/Argon, Double Glazed, Warm Edge (WE), Metal Unit 1 Lower, 1 Upper: Tempered Grilles 1-1/4" SDL w/o Shadow Bar, Colonial, Exterior = White, Interior = Natural Wood, 4W2H Hardware Antique Brass, 2 Locks Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,943.10	$36,918.90



QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

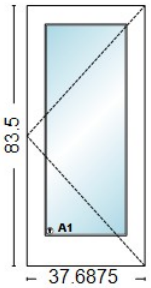
LineItem #	Description	Net Price	Extended
3-1 **Qty:** 5 **Room Location:** max width heig **Note:**	Rough Opening: 46 3/8 X 87 1/16, Frame: 45 3/8 X 86 9/16 Wrapping - Clear Opening Calculations 41.672 X 39.50025, Clear Opening Area: 11.43 Wrapping - Masonry Opening Calculations 45 13/16 X 86 3/4 Product Unit 1:Mira Premium Double Hung Dimensions Custom, Frame Size 45.375 X 86.5625 Color Exterior = White, Interior = Natural , Balance = White Unit Type EZ Tilt Unit Performance DP +35/-35, No Thermal Requirement, U-Factor = 0.33, SHGC = 0.21, VLT = 0.4, CPD = PWG-M-96-00711-00001 Glass Unit 1: Low-E SC/Argon, Double Glazed, Warm Edge (WE), Metal Unit 1 Lower, 1 Upper: Tempered Grilles 1-1/4" SDL w/o Shadow Bar, Colonial, Exterior = White, Interior = Natural Wood, 4W2H Hardware Antique Brass, 2 Locks Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$2,038.41	$10,192.05



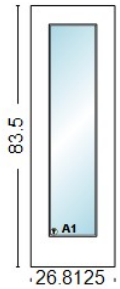
LineItem #	Description	Net Price	Extended
4-1 **Qty:** 2 **Room Location:** **Note:**	Rough Opening: 28 X 80, Frame: 27 X 79 1/2 Wrapping - Clear Opening Calculations 23.297 X 35.969, Clear Opening Area: 5.82 Wrapping - Masonry Opening Calculations 27 7/16 X 79 11/16 Product Unit 1:Mira Premium Double Hung Dimensions Custom, Frame Size 27 X 79.5 Color Exterior = White, Interior = Natural , Balance = White Unit Type EZ Tilt Unit Performance H-LC50 (DP +50/-70), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.21, VLT = 0.4, CPD = PWG-M-96-00711-00001 Glass Unit 1: Low-E SC/Argon, Double Glazed, Warm Edge (WE), Metal Unit 1 Lower, 1 Upper: Tempered Grilles 1-1/4" SDL w/o Shadow Bar, Colonial, Exterior = White, Interior = Natural Wood, 2W2H Hardware Antique Brass, 1 Lock Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,391.90	$2,783.80

QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

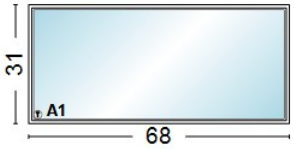
LineItem #	Description	Net Price	Extended
5-1 **Qty:** 1 **Room Location:** 101 **Note:**	Rough Opening: 38 11/16 X 84, Frame: 37 11/16 X 83 1/2 Wrapping - Masonry Opening Calculations 37 15/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Door Dimensions Custom, Frame Size 37.6875 X 83.5, Operating Panel Size 36.0625 Color Exterior = White, Interior = Natural Unit Type Out-swing, XR, Sill Type = Standard, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance Not Rated, No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Hardware Multi-Point w/Construction Handle, Hardware Style = Traditional, Keyed Alike, Exterior = Antique Brass, Interior = Antique Brass, Adjustable Hinge, Antique Brass Hinge and Strike Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$3,122.86	$3,122.86



LineItem #	Description	Net Price	Extended
6-1 **Qty:** 1 **Room Location:** 101 **Note:**	Rough Opening: 27 13/16 X 84, Frame: 26 13/16 X 83 1/2 Wrapping - Masonry Opening Calculations 27 1/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Fixed Panel Dimensions Custom, Frame Size 26.8175 X 83.5, Operating Panel Size 25.1925 Color Exterior = White, Interior = Natural Unit Type Out-swing, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance FD-LC50 (DP +50/-50), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$2,045.84	$2,045.84

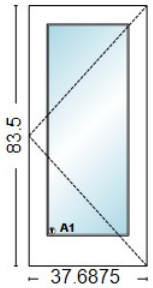


LineItem #	Description	Net Price	Extended
7-1 **Qty:** 1 **Room Location:** 101 **Note:**	Rough Opening: 69 X 31 1/2, Frame: 68 X 31 Wrapping - Masonry Opening Calculations 68 1/4 X 31 1/8 Product Unit 1:Mira Premium Center Hinged Two-Panel Door Fixed Transom - Direct Set Dimensions Custom, Frame Size 68 X 31 Color Exterior = White, Interior = Natural Unit Type In-swing Unit Performance F-LC50 (DP +50/-70), No Thermal Requirement, U-Factor = 0.29, SHGC = 0.25, VLT = 0.5, CPD = PWG-M-97-02982-00001 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,173.44	$1,173.44

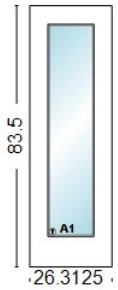


QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

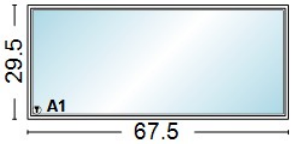
LineItem #	Description	Net Price	Extended
8-1 **Qty:** 1 **Room Location:** 102 **Note:**	Rough Opening: 38 11/16 X 84, Frame: 37 11/16 X 83 1/2 Wrapping - Masonry Opening Calculations 37 15/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Door Dimensions Custom, Frame Size 37.6875 X 83.5, Operating Panel Size 36.0625 Color Exterior = White, Interior = Natural Unit Type Out-swing, XR, Sill Type = Standard, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance Not Rated, No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Hardware Multi-Point w/Construction Handle, Hardware Style = Traditional, Keyed Alike, Exterior = Antique Brass, Interior = Antique Brass, Adjustable Hinge, Antique Brass Hinge and Strike Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$3,122.86	$3,122.86



LineItem #	Description	Net Price	Extended
9-1 **Qty:** 1 **Room Location:** 102 **Note:**	Rough Opening: 27 5/16 X 84, Frame: 26 5/16 X 83 1/2 Wrapping - Masonry Opening Calculations 26 9/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Fixed Panel Dimensions Custom, Frame Size 26.3125 X 83.5, Operating Panel Size 24.6875 Color Exterior = White, Interior = Natural Unit Type Out-swing, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance FD-LC50 (DP +50/-50), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$2,045.84	$2,045.84



LineItem #	Description	Net Price	Extended
10-1 **Qty:** 1 **Room Location:** 102 **Note:**	Rough Opening: 68 1/2 X 30, Frame: 67 1/2 X 29 1/2 Wrapping - Masonry Opening Calculations 67 3/4 X 29 5/8 Product Unit 1:Mira Premium Center Hinged Two-Panel Door Fixed Transom - Direct Set Dimensions Custom, Frame Size 67.5 X 29.5 Color Exterior = White, Interior = Natural Unit Type In-swing Unit Performance F-LC50 (DP +50/-70), No Thermal Requirement, U-Factor = 0.29, SHGC = 0.25, VLT = 0.5, CPD = PWG-M-97-02982-00001 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,155.26	$1,155.26



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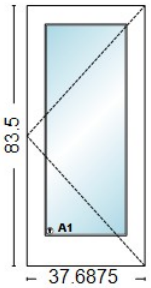
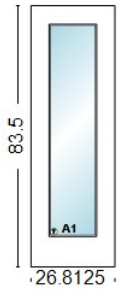
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

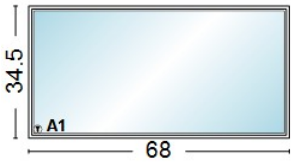
LineItem #	Description	Net Price	Extended
11-1 **Qty:** 1 **Room Location:** 103 **Note:**	Rough Opening: 38 11/16 X 84, Frame: 37 11/16 X 83 1/2 Wrapping - Masonry Opening Calculations 37 15/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Door Dimensions Custom, Frame Size 37.6875 X 83.5, Operating Panel Size 36.0625 Color Exterior = White, Interior = Natural Unit Type Out-swing, XR, Sill Type = Standard, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance Not Rated, No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Hardware Multi-Point w/Construction Handle, Hardware Style = Traditional, Keyed Alike, Exterior = Antique Brass, Interior = Antique Brass, Adjustable Hinge, Antique Brass Hinge and Strike Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$3,122.86	$3,122.86



LineItem #	Description	Net Price	Extended
12-1 **Qty:** 1 **Room Location:** 103 **Note:**	Rough Opening: 27 13/16 X 84, Frame: 26 13/16 X 83 1/2 Wrapping - Masonry Opening Calculations 27 1/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Fixed Panel Dimensions Custom, Frame Size 26.8125 X 83.5, Operating Panel Size 25.1875 Color Exterior = White, Interior = Natural Unit Type Out-swing, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance FD-LC50 (DP +50/-50), No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$2,045.84	$2,045.84

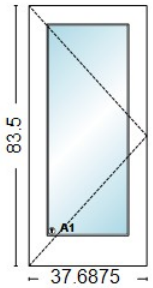


LineItem #	Description	Net Price	Extended
13-1 **Qty:** 1 **Room Location:** 103 **Note:**	Rough Opening: 69 X 35, Frame: 68 X 34 1/2 Wrapping - Masonry Opening Calculations 68 1/4 X 34 5/8 Product Unit 1:Mira Premium Center Hinged Two-Panel Door Fixed Transom - Direct Set Dimensions Custom, Frame Size 68 X 34.5 Color Exterior = White, Interior = Natural Unit Type In-swing Unit Performance F-LC50 (DP +50/-70), No Thermal Requirement, U-Factor = 0.29, SHGC = 0.25, VLT = 0.5, CPD = PWG-M-97-02982-00001 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$1,246.18	$1,246.18

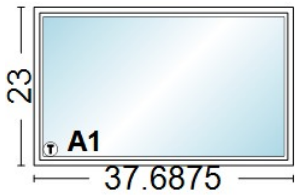


QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
8863441	7/22/2025	Load Date Not Set	Quote Not Ordered	Donny Maddox
JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

LineItem #	Description	Net Price	Extended
14-1 **Qty:** 1 **Room Location:** 104 max width **Note:**	Rough Opening: 38 11/16 X 84, Frame: 37 11/16 X 83 1/2 Wrapping - Masonry Opening Calculations 37 15/16 X 83 5/8 Product Unit 1:Mira Premium Hinged Single Door Dimensions Custom, Frame Size 37.6875 X 83.5, Operating Panel Size 36.0625 Color Exterior = White, Interior = Natural Unit Type Out-swing, XL, Sill Type = Standard, Sill Material = Light Bronze, Panel Style = Full Lite Unit Performance Not Rated, No Thermal Requirement, U-Factor = 0.33, SHGC = 0.13, VLT = 0.25, CPD = PWG-M-163 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Hardware Multi-Point w/Construction Handle, Hardware Style = Traditional, Keyed Alike, Exterior = Antique Brass, Interior = Antique Brass, Adjustable Hinge, Antique Brass Hinge and Strike Screen No Screen Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$3,122.86	$3,122.86



LineItem #	Description	Net Price	Extended
15-1 **Qty:** 1 **Room Location:** 104 **Note:**	Rough Opening: 38 11/16 X 23 1/2, Frame: 37 11/16 X 23 Wrapping - Masonry Opening Calculations 37 15/16 X 23 1/8 Product Unit 1:Mira Premium Center Hinged Two-Panel Door Fixed Transom - Direct Set Dimensions Custom, Frame Size 37.6875 X 23 Color Exterior = White, Interior = Natural Unit Type In-swing Unit Performance F-LC50 (DP +50/-70), No Thermal Requirement, U-Factor = 0.29, SHGC = 0.25, VLT = 0.5, CPD = PWG-M-97-02982-00001 Glass Low-E SC/Argon, Double Glazed, Tempered, Warm Edge (WE), Metal Wrapping - Frame Options Clips Installed, Remove All Fins Wrapping - Exterior Casing None Wrapping - Jamb Extension 4 9/16"	$701.05	$701.05



Total Unit Quantity: 48

QUOTE #	QUOTE DATE	LOAD DATE	SHIP DATE	QUOTED BY
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JOB NAME		**CUSTOMER PO#**	**BUILDING/LOT #**	**CONTACT**
JACKSON COUNTY				

PROJECT	QUOTE
MONOLITH	ENDEAVOR MUSEUM
NOTES	
Order:	
Delivery:	
Job Comment:	

SUB-TOTAL:	$93,859.47
LABOR:	$0.00
FREIGHT:	$0.00
SALES TAX:	$0.00
TOTAL:	$93,859.47

CUSTOMER SIGNATURE_____DATE_____

AGENDA ITEM # 1282026-188
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of Change Order #1 of Jackson Museum Phase 2 with Monolith Construction - Lucas Mayo, Grants/Contracts Manager**

Background: Change Order will add 90 days to the contract time following the recent extension of the grant.

Strategic Plan Goal: **Innovative Facilities & Infrastructure**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the Change Order and authorize the Chairman to sign.

C-941

CHANGE ORDER NO.: 01

Owner: Jackson County | Owner's Project No.:

Engineer: David H. Melvin Engineering | Engineer's Project No.: JAC20MUSE

Contractor: Monolith Construction | Contractor's Project No.:

Contract Name: Jackson Endeavor Museum Phase 2 (Roof System and Windows)

Date Issued:

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

Description:
Change Order 01 will add 90 days to the original contract, for a total of 183 days. Additional days are being added following a time extension from the grant agency.

Attachments:
N/A

Change in Contract Price	Change in Contract Times
Original Contract Price: $ **808,410.00**	Original Contract Times: 93 Days Substantial Completion: **November 30,2025** Ready for final payment: **December 30, 2025**
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ___: $ **N/A**	[Increase] [Decrease] from previously approved Change Orders No.1 to No. ___: Substantial Completion: **N/A** Ready for final payment: **N/A**
Contract Price prior to this Change Order: $ **808,410.00**	Contract Times prior to this Change Order: Substantial Completion: **November 30, 2025** Ready for final payment: **December 30, 2025**
[Increase] [Decrease] this Change Order: $ **N/A**	**Increase** this Change Order: Substantial Completion: **90 days** Ready for final payment: **90 days**
Contract Price incorporating this Change Order: $ **808,410.00**	Contract Times with all approved Change Orders: Substantial Completion: **February 28, 2026** Ready for final payment: **March 30, 2026**

Recommended by Engineer (if required)

By: David H Melvin Digitally signed by David H Melvin Date: 2025.11.24 13:58:10-06'00'

Title: David H. Melvin, P.E.

Date:

Accepted by Contractor

Chris Karagiannis, Monolith Construction

11-24-25

Authorized by Owner

By:

Title: Jamey Westbrook, Chairman

Date:

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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AGENDA ITEM # 1282026-189
AGENDA DATE: 12/17/2025

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Lucas Mayo, Administration**

SUBJECT:	**Request: Board approval of Change Order #1 for Jackson Hospital Air Purification with Wehr Constructors, Inc. - Lucas Mayo, Grants/Contracts Manager**
Background:	Change Order adds $283,194.90 to the contract price and utilizes the remaining contingency of $15,938.19 for additional work requirements that were identified during AHCA inspections, that total $299,133.09. 60 days will also be added to the contract time. The additional funds were approved in grant H2494 to cover this change order.
Strategic Plan Goal:	**Innovative Facilities & Infrastructure** **Healthy & Safe Communities**
Previous Action:	
Amount of Funds to Be Expended or Requested:	**$283,194.90**
Source of Funds:	**CDBG-CV Grant H2494**
Originating Office:	**Administration**
Reviewed By:	**Lucas Mayo** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve the Change Order and authorize the Chairman to sign.

C-941

CHANGE ORDER NO.: 01

Owner: Jackson County | Owner's Project No.: 2324-18

Engineer: David H. Melvin, Inc. | Engineer's Project No.: JHO22CV

Contractor: Wehr Constructors Inc.

Project: CDBG-CV H2494

Contract Name: Jackson Hospital Air Purification Project

Effective Date of Change Order:

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

Description:

Change Order 01 will increase the original contract amount by an additional $283,194.90 for additional work requirements, identified by AHCA inspections, outside of the original scope of work. Total cost of additional work is $299,133.09. The remaining $15,938.19 of existing contingency in the contract will be used toward Change Order 01. $283,194.90 will be added from additional grant funding that was received. 60 days will also be added to the contract.

Attachments:

Wehr Constructor's Change Order proposal.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ **4,959,777.00**	Original Contract Times: Substantial Completion: **December 2, 2025** Ready for final payment: **January 1, 2026**
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. ___: $ **N/A**	[Increase] [Decrease] from previously approved Change Orders No.1 to No. ___: Substantial Completion: **N/A** Ready for final payment: **N/A**
Contract Price prior to this Change Order: $ **4,959,777.00**	Contract Times prior to this Change Order: Substantial Completion: **December 2, 2025** Ready for final payment: **January 1, 2026**
Increase this Change Order: $ **283,194.90**	Increase this Change Order: Substantial Completion: **60 days** Ready for final payment: **60 days**
Contract Price incorporating this Change Order: $ **5,242,971.90**	Contract Times with all approved Change Orders: Substantial Completion: **January 31, 2026** Ready for final payment: **March 2, 2026**

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Recommended by Engineer (if required)		Accepted by Contractor	
By:	David H Melvin Digitally signed by David H Melvin Date: 2025.11.24 16:10:10-06'00'	By:	Matthew Atwell Digitally signed by Matthew Atwell DN: C=US, E=matwell@wehrconstructors.com, O=Wehr Constructors Inc., CN=Matthew Atwell Date: 2025.12.01 09:17:24-06'00'
Title:	David H. Melvin, P.E.	Title:	Project Manager
Date:		Date:	12/1/2025
	Authorized by Owner		
By:			
Title:	Jamey Westbrook, Chairman		
Date:			

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Facility: Jackson Hospital
Project: 3rd Floor HVAC Renovation
Contingency Log

WRC	Description	DATE SUBMITTED	DATE APPROVED	Contingency	Pending Costs	Change Order 1
	INITIAL COST VALUE			**$ 150,000.00**		
1	Building Permit and Commissioning Subcontract	1/30/2025	1/30/2025	$ 65,935.03		
2	Relocations Due to EF6 Duct Routing	2/7/2025	2/7/2025	$ 38,132.82		
3	PENDING - Time Extension Request					
4	Added Fire Alarm and Duct Detectors for 5 of 9 FSDs	5/2/2025	5/5/2025	$ 29,993.96		
5	Fire Alarm Conduit Relocation for Ductwork				$ 1,732.90	
6	FCU Ground Wire Code Update				$ 3,165.45	
7	Added Fire Alarm and Duct Detectors - Remaining 4 of 9 FSDs, additional exhaust fan feed, supports for existing j-boxes				$ 44,206.05	
8	Wall Stenciling - AHCA comment				$ 3,070.55	
9	Demo of additional duct with hepa filter unit - PCU 1				$ 1,127.73	
10	Replacement Valves for FCUs Phases 1-8 (9-18 upcoming)				$ 7,531.84	
11	Bathroom Ceiling Demo and Replacement				$ 6,141.09	
12	FCU Vent Drywall Patching				$ 4,466.25	
13	AHU 7 and Phase Work Conduit Relocation and Ground Wire Additions				$ 38,585.03	
14	Added Fire Smoke Dampers (mechanical)				$ 26,755.06	
15	Duct and Plumbing Relocations for AHU 7 Penetrations				$ 9,229.50	
16	EF6 and AHU 7 Penetration Changes				$ 10,392.98	
17	Overtime work required for work to compensate for schedule delays from design changes and scope increases				$ 74,076.15	
18	Water Main Changes in SCU				$ 9,054.20	
19	Add SCU NW Corner Room to scope				$ 31,043.32	
20	Additional Wall Framing and Drywall in 4th Floor Closet				$ 4,661.65	
21	Added Trane equipment requested my Jackson Hosp (incl attic stock)				$ 20,906.54	
22	Additional Caulking and Sealing to make roooms pressure tight in Phase 19				$ 2,986.80	
	Subtotal			**$ 134,061.81**	**$ 299,133.09**	
	Amount Remaining			**$ 15,938.19**	**$ (299,133.09)**	**$ 283,194.90**
	Original Contract Amount				TOTAL	$ 4,959,777.00
	Change Order 1 Amount				ADD	$ 283,194.90
	Revised Contract Amount				**NEW TOTAL**	**$ 5,242,971.90**

AGENDA ITEM # 1282026-190
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of Amendment to Professional Services for the Jackson Hospital Air Purification Project with David H. Melvin, Inc. - Lucas Mayo, Grants/Contracts Manager**

Background: Amendment will add $95,000.00 to the agreement for engineering post-design, testing, and inspections for necessary additional work to be performed. The additional funds were approved in grant H2494 to cover this amendment.

Strategic Plan Goal: **Innovative Facilities & Infrastructure**
Healthy & Safe Communities

Previous Action:

Amount of Funds to Be Expended or Requested: **$95,000**

Source of Funds: **CDBG-CV Grant H2494**

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the Amendment and authorize the Chairman to sign.

AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN JACKSON COUNTY AND DAVID H. MELVIN, INC.
DHM Project No. JHO22CV

Heretofore on December 15, 2022, Jackson County and David H. Melvin, Inc. entered into an agreement to provide engineering and construction inspection services to the County in connection with FC Grant #H2494 for Jackson Hospital Air Purification Improvements Project; and

WHEREAS, during construction the County's contractor (Wehr Constructors, Inc.) has encountered numerous construction challenges due to unforeseen conditions discovered during the construction phase as well as tedious inspections and code required upgrades as mandated by the Agency for Healthcare and Health Administration (ACHA). These unforeseen circumstances and additional work requirements have resulted in significant construction costs incurred by the contractor and additional anticipated costs which have been proposed to complete the project which are well beyond the current budget. Additionally, these changes also require modifications to the existing project plans and preparation of extensive "as-built" drawings which are needed to satisfy the commissioning and permitting required of the project; and

WHEREAS, the County has requested and received additional funds for the project from Florida Commerce which includes $95,000.00 for engineering post-design, testing and inspections. In view of the additional work required on this project, the County and David H. Melvin, Inc. wish to amend their existing agreement on this project to increase the fees to be paid to David H. Melvin, Inc.;

NOW, THEREFORE, Jackson County and David H. Melvin, Inc. hereby amend the agreement entered into by and between the parties on December 15, 2022 increasing the fees to be paid to David H. Melvin, Inc. by $95,000.00 which will be paid with the additional grant funds to be received by the County. David H. Melvin, Inc. will provide such engineering and construction inspection services as necessary to complete the project. The original agreement shall remain in full force and effect and shall remain unchanged in all other aspects.

DATED this 17th day of December, 2025.

DAVID H. MELVIN, INC., Consultant

By: David H Melvin Digitally signed by David H Melvin Date: 2025.11.24 13:57:03-06'00'

Name/Title: David H. Melvin, President

JACKSON COUNTY

By: _____

Name/Title: Jamey Westbrook, Chariman

AGENDA ITEM # 1292026-194
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of FBIP Grant Agreement 25048 with FWC for Magnolia Landing Feasibility Study and Design - Lucas Mayo, Grants/Contracts Manager**

Background: Florida Boating Improvement Program grant awarded to conduct a feasibility study and design facilities for Magnolia Landing to improve boating access along the Chipola River. The feasibility study will ensure that the future improvements to the boat ramp at Magnolia Landing will be efficient and enable more boaters to safely access the Chipola River. The design of these plans will increase the capacity of this landing and will make this project shovel ready for construction. All activities must be completed by June 30, 2028.

Strategic Plan Goal: **Innovative Facilities & Infrastructure**

Previous Action:

Amount of Funds to Be Expended or Requested: **$170,000**

Source of Funds: **Florida Boating Improvement Program**

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the Grant Agreement and authorize the Chairman to sign.

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement #25048

State Grant Information	
CSFA Title(s): Florida Boating Improvement Program	**CSFA No(s).: 77.006**
State Award No(s).: 25048	**State Award Year(s):** 2025
State Award Name(s): Magnolia Landing Feasibility Study and Design	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Jackson County Board of County Commissioners, 59-6000681, whose address is 2864 Madison Street, Marianna FL, 32448, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to conduct a feasibility study and design facilities for Magnolia Landing to improve boating access along the Chipola River.;

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

TERMS OF THE AGREEMENT

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

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the

Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

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

Section 3. AGREEMENT PERIOD.

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

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2028.

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

B. Extension.

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

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed $170,000.00.

B. Payments.

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

C. Invoices.

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

D. Match

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

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an

"annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

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

G. Cost Reimbursement

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

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

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

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net

pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

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

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

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

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

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

H. Time Limits for Payment of Invoices.

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

I. Electronic Funds Transfer.

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

J. Vendor Ombudsman.

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

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

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

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should

repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

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

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

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

A. Commission Exempt from Taxes.

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

B. Property Exempt from Lien.

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

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

Section 7. MONITORING.

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

Section 8. TERMINATION.

A. Commission Unilateral Termination.

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

B. Termination – Fraud or Willful Misconduct.

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

C. Termination – Funds Unavailability.

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

D. Termination – Other.

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

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

E. Recipient Discontinuation of Activities upon Termination Notice.

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

Section 9. REMEDIES.

A. Financial Consequences.

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

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

i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

ii. Reduction of payment if correction of deficiency is not made by the Contractor.

iii. Disallow all or part of the cost of the activity or action not in compliance.

iv. Wholly or partly suspend or terminate this agreement.

v. Withhold future awards for the FWC projects.

vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

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

Section 10. NOTICES AND CORRESPONDENCE.

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

COMMISSION GRANT MANAGER CONTACT INFORMATION:

Robert Moleski
Grant Specialist II
Florida Fish & Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399
(850) 488-5600
FBIP@MyFWC.com

RECIPIENT GRANT MANAGER CONTACT INFORMATION:

Rett Daniels
Deputy County Administrator
Jackson County Board of County Commissioners
2864 Madison Street
Marianna, FL 32448
(850) 718-0437
danielsr@jacksoncountyfl.gov

Section 11. AMENDMENT.

A. Waiver or Modification.

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

B. Change Orders.

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

C. Renegotiation upon Change in Law or Regulations.

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

Section 12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.

ii. **Proceeds Related to Intellectual Property Rights**. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

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

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

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

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

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

B. Recipient Training Qualifications.

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

C. Commission Security.

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

D. Commission Rights to Assign or Transfer.

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

E. Commission Rights to Undertake or Award Supplemental Contracts.

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

Section 14. SUBCONTRACTS.

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

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract

arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

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

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

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

D. Subcontractor and Subrecipient Conflict of Interest.

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

Section 15. MANDATORY DISCLOSURE.

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

A. Disclosure of Interested State Employees.

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

B. Convicted Vendors.

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

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to

provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

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

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

E. Certain Violations of Federal Criminal Law.

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

Section 16. INSURANCE.

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

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

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient's

liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Grant Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

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

C. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (https://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

C. Copeland "Anti-Kickback Act".

i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.

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

iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

D. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

E. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

F. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

G. Debarment and Suspension Recipient Federal Certification

i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. Byrd Anti-Lobbying Amendment

Recipients awarded $100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Grant Manager five (5) business days after Agreement execution. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient who in turn will forward the certification(s) to the Commission.

I. Procurement of Recovered Materials

i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

b. Meeting Agreement performance requirements; or

c. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.

iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Domestic Preference for Procurements

i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.

ii. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

L. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

M. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.

ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.

iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).

iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

N. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.

ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.

iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.

iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

O. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment

produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the

severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited

to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

    a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

    b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.

    c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

    d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any

kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

Section 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report (Executive Order 20-44 Attestation Form), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Grant Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Grant Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Jackson County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Monitoring Guidelines
- Attachment D, Site Dedication
- Attachment E, Boating Access Tracking and Reporting Forms

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Jackson County Board of County Commissioners (Recipient) will use grant funds to conduct a feasibility study and design facilities for Magnolia Landing to improve boating access along the Chipola River.

B. Project Benefits: This feasibility study will ensure that the future improvements to the boat ramp at Magnolia Landing will be efficient and enable more boaters to safely access the Chipola River. The design of these plans will increase the capacity of this landing and will make this project shovel ready for construction.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement, Section 4(G) of the Agreement. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2028. Prior to the end of term, Recipient shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2028.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $170,000.00.

A. Deliverable 1: The Recipient will, through own staff or contracted services, conduct a feasibility study for improvements to Magnolia Landing along the Chipola River.

Deliverable 1 Tasks:

- Complete surveys of site boundaries, topography, and associated protected wetlands as well as all other necessary surveys not otherwise specified;
- Conduct a Biological Site Assessment; and
- Develop a Site Evaluation and Constraints Analysis Report.

Compensation: Total payment for this deliverable will not exceed $45,000.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 2 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, proof of payment, all surveys, reports, and assessments. See FWC Cost Reimbursement, Section 4(G) of the Agreement, for additional details on supporting documentation.

B. Deliverable 2: The Recipient will, through own staff or contracted services, acquire permits, conduct a geotechnical investigation and design and engineer plans for Magnolia Landing on the Chipola River.

Deliverable 2 Tasks:

- Conduct a geotechnical investigation of the site;

- Create draft plans to be approved by FBIP Grant Manager which will:
  - Address parking capacity issues at the site
  - Address riverbank and landing erosion
  - Address functionality and potential replacement of the boat ramp
- Upon approval by FWC Grant Manager, create final signed and sealed plans;
- Prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and any other agencies that require permitting be applied for; and
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP Grant Manager.

Compensation: Total payment for this deliverable will not exceed $120,000.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 2 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, proof of payment, procurement documentation, survey reports, draft plans, signed and sealed plans, and final decisions by permitting agencies. See FWC Cost Reimbursement Section 4(G) of the Agreement, for additional details on supporting documentation.

C. **Deliverable 3**: The Recipient will develop and furnish bid documents suitable for the solicitation of contractors to partner with for construction of necessary landing improvements.

Deliverable 3 Tasks:

- Produce bid package documents from acquired data and services
  - Package should include engineer opinion of probable costs

Compensation: Total payment for this deliverable will not exceed $5,000.00.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment, as well as the big package. See FWC Cost Reimbursement Contract Payment Requirements, Section 4(G) of the Agreement, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Recipient to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will

impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Recipient to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Recipient per the Agreement.

D. Following the end of the term of this Agreement, the Recipient shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Recipient agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Recipient shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Recipient shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Recipient shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Recipient agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Recipient shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Recipient to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Recipient shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 25-026, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certification of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Recipient must sign and submit to the Commission's grant manager, a Certification of Completion, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. For construction projects, final photographs shall be submitted with the Certification of Completion, Attachment E, Form 5.

H. Project Close Out Report: In addition to final project photographs (if applicable) and the Certification of Completion, within thirty (30) calendar days following completion of all Project deliverables, the Recipient shall submit the Project Close Out Report, attached hereto and made a part hereof as Attachment E, Form 4. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days of notice, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photocopy of the check must accompany the Project Close Out Report, Form 4.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Recipient agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Site Dedication is attached hereto and made a part hereof as Attachment D. If required, the Recipient shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certification of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication and Certification of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Recipient (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Recipient as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Recipient agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Recipient upon final payment by the Commission.

The Recipient shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Recipient convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Recipient lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Recipient shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Recipient loses authorization to use and manage the property on which the Project is completed within the site dedication period and Recipient has not replaced the Project with a like project acceptable to the Commission, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. Acknowledgement: Upon completion of the Project, and prior to the reimbursement of funds, the Recipient, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Recipient shall, at its expense, replace it within ninety (90) days. Should the Recipient fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Recipient shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. Directional Signs: Prior to the reimbursement of funds, the Recipient, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Recipient agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Recipient shall, at its expense, replace them within ninety (90) days. Should the Recipient fail to erect and maintain such signs other than the ninety (90) day replacement term, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Recipient receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed $170,000.00. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Recipient shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

	FBIP	**Cost Share**	**Total**
Administration (max 5% of total)	$0	$0	$0
Contracted Services	$170,00.00	$0.00	$170,000.00
Design/Engineering	$0	$0	$0
Permitting	$0	$0	$0

Site Preparation	$0	$0	$0
Demolition and Removal	$0	$0	$0
Construction	$0	$0	$0
Contingency Costs (max 10% of total)	$0	$0	$0
Other Costs	$0	$0	$0
TOTAL	**$170,000.00**	**$0.00**	**$170,000.00**
PERCENTAGE	**100.00%**	**00.00%**	**100.00%**

B. Cost Share: The Recipient agrees to provide 0% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 25-026. The total compensation by the Commission shall be $170,000.00 or 100% of the total cost, whichever is less.

C. Pre-Award Costs: The Jackson County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable.

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $170,000.00. The Commission agrees to reimburse the Recipient for an amount not to exceed $170,000.00 or 100% of the total cost for the Project, whichever is less for satisfactory completion by the Recipient of the Project. The Recipient agrees to provide a minimum of $0.00 or 0% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project deliverables once reported complete by the Recipient. If there are deficiencies noted in the Project inspection, these shall be corrected by the Recipient prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within ninety (90) days of completion of all Project deliverables, the Recipient shall report the Project complete by submitting all required documentation for reimbursement and Close Out. Final payment shall be contingent upon the Commission's grant manager receiving and accepting the:

- Recorded Site Dedication (Attachment D), if required, as described herein
- Final Quarterly Progress Report (Attachment E, Form 1)
- Reimbursement Request (Attachment E, Form 2)
- Detail of Claims (Attachment E, Form 3) and supporting documentation
- Project Close Out Report (Attachment E, Form 4)
- Certification of Completion (Attachment E, Form 5)
- Complete Subcontractor List (Attachment E, Form 6)
- Subcontractor Minority Status Report (Attachment E, Form 7), and

- FWC final inspection of the construction project or FWC approval of design plans, if required.

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's grant manager, the Recipient shall submit a Reimbursement Request, Attachment E, Form 2 and a Detail of Claims, Attachment E, Form 3 with each request for reimbursement.

The Recipient shall submit and maintain supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, receipts, invoices, images of processed checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is Section 4(G) of the Agreement.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Recipient's service delivery to determine if the Recipient has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Recipient failed to meet any of the Terms and Conditions of this Agreement, the Recipient will be sent a formal written notice within thirty (30) days. The Recipient shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Recipient shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Recipient shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Recipient to validate the condition of the facility. This section shall survive any Agreement termination.

C. **Project Maintenance**: The Recipient shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. **Quarterly Progress Reports**: Starting the first quarter after the date the Agreement is executed, the Recipient shall submit to the Commission, on a quarterly basis, Quarterly Progress Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Progress Report Forms attached hereto and made a part hereof as Attachment E, Form 1. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. **Annual Reports**: Following completion of a construction project, but not a project that involves only dredging, the Recipient shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 8 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; site photographs taken within 30 days of the report submission date; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of annual users of the facilities. Should the Recipient fail to complete and submit these annual reports, the Recipient agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's grant manager on the Subcontractor List, Attachment E, Form 6 prior to commencing work. Recipients shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Recipient, as documented by the date of the Closeout Letter issued by the FWC grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Recipient is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Subparagraph I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. **Fees**: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. **Drug-Free Workplace Requirement for Construction Contractors**: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. **Contractor Eligibility**: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Subrecipient expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

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

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

- End of Attachment –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

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

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	N/A

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

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
	N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program	$170,000.00
	Total State Awards	$170,000.00

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

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, November 2022

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

- End of EXHIBIT 1 -

Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. Quarterly Reports to be submitted by the Recipient are also a form of Desktop Monitoring and shall be current prior to reimbursement. On-site monitoring are visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a pre-award "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring up to twenty (20) years following closure.

Areas that will be examined may include:

Management and administrative procedures;
Grant folder maintenance;
Accounting system;
Program for obsolescence;
Status of expenditures;
Status of planning, design and engineering activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NEPA/Section 7/EHP compliance documentation;
Equal Employment Opportunity (EEO Status);
Americans with Disabilities Act (ADA Status);
Procurement Policy
Procurement documents
Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

<u>On-Site Monitoring Protocol:</u>

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

<u>Site Visit Preparation:</u>

An email will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

<u>On-Site Monitoring Visit:</u>

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

_____	_____
Original signature	Witness
_____	_____
Printed Name	Printed Name
_____	_____
Title	Witness
_____	_____
Date	Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who produced _____ as identification.

Stamp:

_____
Notary Public, State of Florida

ATTACHMENT E - BOATING ACCESS PERFORMANCE TRACKING AND REPORTING FORMS	
AGREEMENT NUMBER:	25048
PROJECT TITLE:	Magnolia Landing Feasibility Study and Design
AWARD AMOUNT:	$170,000.00

General Notes for Completing Attachment E Digital Forms

Many cells will be inaccessible and blocked to the end user in order to ensure form consistency. These cells do not need to be manipulated or filled in. They have been verified to auto-fill with information entered in prior forms, or perform calculations from the data input. If one of these cells is displaying an error state or does not fill, please bypass and notify your FBIP project manager.

Form 1 – Quarterly Progress Report

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than 15 days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms 1A and 1B. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

Header Section

B6.	**Recipient:** Fill in the grant recipient's agency/organization name, which must match with the Federal Employer Identification Number (FEIN) provided in the application and other agreement forms and documents.
B7.	**Street Address**: Provide the legal street address/PO Box congruent with the FEIN.
B8.	**City, State Zip Code:** Enter the legal City, State and Zip code of the address matching the recipient's FEIN.
B9.	**POC Name/Phone Number:** Enter the Point of Contact's (POC) first and last name followed by a backslash and then their phone number. (e.g. John Smith/248-434-5508)
E5.	**Agreement:** The Agreement # and project title will autofill from cell E3 and E4 of the Instructions sheet.
E7.	**Agreement End Date:** Fill in the current Agreement end date.
E8.	**Reporting Period:** Select the appropriate reporting period from the drop-down menu.
H8.	**Reporting Period:** Enter the appropriate year for the reporting period.

Financial Section

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

C13-C21.	**Total Allocated (Award & Match):** Enter the total amount of funds allocated to each category of work - each cell should reflect the sum of the awarded funds and the recipient's contributions (if any). These values should align with the Agreement budget outlined in Attachment A, Scope of Work, Section 5. Budget revisions must be requested and approved by the FWC Grant Manager and may require execution of an amendment to the grant Agreement to modify scope and/or budget. Unused categories may be left blank.
D13-D21.	**Quarterly Funds Expended:** This column should reflect total funds **expended during the quarterly reporting period ONLY. Do not retain data from previous reports.** Report only spending which occurred during the reporting quarter. For each cell, report the sum of the grant award and recipient's contribution applicable to the corresponding categories presented in Column B. Unused categories may be left blank.
E13-E21.	**Total Funds Expended:** This column should reflect the entire amount of funds expended up to the last day of the reporting period. This figure should equal the Total Funds Expended (Column E) from the **PREVIOUS** quarter combined with the Quarterly Funds Expended (Column D) in the current quarter as applicable to the categorical row specified in column B. **You will need to reference the previous quarterly report's Total Funds Expended column (E)**.
G13-G21.	**Expenditure(s) Percent:** These cells auto-populate to reflect the percentage of funds expended based on the Total Allocated (Award & Match) (column C) and Total Funds Expended (column E) per applicable categorical row specified in column B.
H13-H21.	**Remaining Balance:** These cells auto-populate to reflect the remaining balance based on Total Allocated (Award & Match) (column C) and Total Funds Expended (column E).

Performance Section

For the Performance section of the reporting form, each Category budgeted in this Agreement should be reported separately to reflect the current status.

B26-B29.	**Category:** Budget categories with listed funding will auto-fill in these cells. Relate the following columns to this Category by row.
C26-C29.	**Start Date:** Indicate the actual start date for the work under the respective Category or the anticipated start date if the work has not begun.

D26-D29.	**Completion Date:** Indicate the actual completion date for the work under the respective Category or the anticipated completion date if the work has not been finished.
E26-E29.	**Percent Complete:** Identify progress made as a percentage, showing how close to completion the project category is (i.e. 0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to standards set by the American Institute of Architects as outlined in form AIA G702.
G26-G29.	**Project Status:** Select the appropriate status of the respective Category from the drop-down menu. If "Delayed" or "Other" are selected, please elaborate on the status in the Programmatic portion of the reporting form.
D31.	**Cumulative Amount Previously Submitted for Reimbursement:** Enter the sum of all reimbursement requests made to date.
G31.	**Total Received:** Enter the sum of all funds reimbursed by the Commission to date.
	******Both Grant Manager and Financial Officer should verify and sign off on this section. ******
B33.	**Grant Manager:** This space must be signed by the Recipient's Grant Manager with a digitally-secured and valid e-signature, or printed and signed with indelible pen.
E33.	**Date:** Enter the date signed by the Grant Manager.
B37.	**Financial Officer:** This space must be signed by the Recipient's Financial Officer with a digitally-secured and valid e-signature, or printed and signed with indelible pen.
E37.	**Date:** Enter the date signed by the Financial Officer.
	Programmatic Section
B42.	**Project Status for Quarterly Reporting Period:** Provide a detailed narrative status update for each portion of work included in this project. (e.g. Permitting 15% - FDEP application submitted, currently putting together USACE application. Design/Engineering 10% - Contractor selected, currently reviewing the contract agreement. Construction 0% - Delayed due to hurricane Debby and high-water levels.)
B56.	**Timeline of Events for Quarterly Reporting Quarter:** Provide project milestones by date, that occurred during the quarter's report period, followed by a brief description of the milestone. (e.g. 1/10/25 FDEP application was submitted, 2/4/25 Industry Inc. was selected for engineering, 2/15/25 meeting with Industry Inc. to review contract language, 3/20/25 construction was postponed until further notice due to hurricane Debby.)
B68.	**Other:** Provide any additional informative project notes. If a portion of the project will not be completed on schedule indicate the reason for the delay, the effect of these challenges on the remaining timeline, and provide a timeframe for completion. (e.g. Currently communicating with USACE on the application/exemption process for this project. Due to the high-water levels from the hurricane the construction is being postponed until the levels recede and there is a notice to proceed. We will update FWC when construction has resumed and the timeline has been revised. The cost of the environmental surveys came out under budget, so there should be cost savings for this project. Or there are no additional notes at this time.)
B79.	**Grant Manager:** The Recipient's Grant Manager must sign, certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.
E79.	**Date:** Enter the date the document was signed by the Grant Manager.
	Form 2 - Reimbursement Request
A6-A9.	**Recipient:** These cells will autofill from Form 1 data with agency/organization name, address, point of contact name, and phone number.
E5.	**Agreement:** The Agreement number and project title will autofill from cell E3 and E4 of the Instructions sheet.
F6.	**Total Allocated (Award & Match):** Should reflect the total project cost stated in the Agreement.
F7.	**Invoice Date:** The date this invoice is/was submitted.
F8.	**Reimbursement #:** Should be the numeric value representing the reimbursement submission in sequential order.
F9.	**Request Amount:** Should reflect the amount being requested for this reimbursement request. If there is only one request, this will be the amount awarded by the Commission or the percent of the total cost stated in the Agreement Scope of Work (whichever is less).
C13 & F13.	**Costs incurred during the period of:** This should reflect the timeframe in which funds were expended for purchase and/or service. The dates entered must occur within the period of performance stated in the Agreement (Execution Date through Agreement End Date, unless a retroactive start date was approved).
B17-B25.	**FBIP Grant Cost:** This should reflect the eligible amount claimed against each corresponding category which is being requested for FBIP reimbursement. These values cannot exceed the award amounts specified in the Agreement's Attachment A, Section 5. Budget. Non-applicable categories may be left blank. Project costs in excess of the agreed upon amount must be covered by other funding sources. (E.g. FBIP awarded $100,000 for design/engineering, but the project's total engineering costs were $120,000 - $100,000 can be claimed in cell B19, but the other $20,000 must be met by "Match/Cost Share" (Column D) or "Other" (Column F) sources.
D17-D25.	**Match/Cost Share:** This should reflect the total amount of funding provided by the Recipient which corresponds to each applicable category. Non-applicable cells may be left blank.
F17-F25.	**Other:** This should reflect the total amount of other funding not provided by the previous sources mentioned. The values entered should correspond to each applicable category. Non-applicable cells may be left blank.
G17-G25.	**Total:** These cells will auto-calculate and reflect the total project costs by category. (If there is only one reimbursement request the Total should align with the Total Funds Expended column on the Final Quarterly Progress Report.)

Row 26.	**Totals:** These cells will auto-calculate the sum of the column values entered above and should represent the total costs being covered by each of the three possible sources (FBIP Grant Cost, Match/Cost share, and Other).
G26.	**Totals Total:** This cell will auto-calculate the sum of all project costs specified. (If there is only one reimbursement request the Total should align with the Total Funds Expended on the Final Quarterly Progress Report.)
Row 27.	**Percent:** These cells will auto-calculate the percentage of total project costs covered by each of the funding sources for each category.
	******Both Grant Manager and Financial Officer should verify and sign off on this section. ******
A29.	**Grant Manager:** This space must be signed by the Recipient's Grant Manager with a digitally-secured and valid e-signature, or printed and signed with indelible pen.
D29.	**Date:** Enter the date signed by the Grant Manager.
A31.	**Financial Officer:** This space must be signed by the Recipient's Financial Officer with a digitally-secured and valid e-signature, or printed and signed with indelible pen.
D31.	**Date:** Enter the date signed by the Financial Officer.
	Financial Summary

This section of the form need not be filled by the Recipient/submitting party. Please do not alter this section which should be completed by FBIP staff.

A38.	**Total Allocated (Award & Match):** This will autofill from the Instructions sheet. It is the maximum amount which FWC has agreed to reimburse the recipient for applicable project costs.
A39.	**Previous Payment(s):** This amount will be the total sum of Commission reimbursements made to date.
A40.	**This Payment:** This will be the requested reimbursement amount for this reimbursement #.
A41.	**Remaining Balance:** This amount will be the total FBIP award amount minus the total reimbursements requested to date.
F41.	**Total Amount to be Paid on this Invoice:** This amount will align with B40 for the current reimbursement #.
D44.	**Date Submitted/Resubmitted to FWC:** The date that the recipient first submits this reimbursement request followed by final resubmission date, if applicable.
D45.	**Date Eligible for Reimbursement:** This will be the date that the Commission Grant Manager receives all correct and necessary documentation for the reimbursement.
	Form 3 - Detail of Claims
C5.	**Recipient:** This cell will autofill with the agency/organization name.
K5.	**Agreement:** The Agreement number and project title will autofill.
F8 & K8.	**Costs incurred during the period of:** These dates should match C13 & G13 on Form 2 and reflect the timeframe in which funds were expended for purchase and/or service. The dates entered must occur within the period of performance stated in the Agreement.
B11-B28.	**Category:** Select the appropriate category from the drop down menu and itemize all costs within that category that are applicable to the reimbursement request.
C11-C28.	**Vendor:** Indicate the vendor used for purchase/service.
F11-F28.	**Date Paid:** This should indicate the date the payment was made for the purchase and/or service.
H11-H28	**Check # or EFT ID:** Indicate check number or identification number of payment if check was not utilized. (e.g. Electronic Funds Transfer (ETF) tracking number)
I11-I28.	**Description:** Brief description of purchase/service provided.
L11-L28.	**Match/Cost Share:** The amount the Recipient expended on the project that will not be reimbursed**.**
M11-M28.	**FBIP Grant Cost:** The amount that FWC has agreed to reimburse the recipient through FBIP.
N11-N28.	**Total:** This will be auto-calculated. This column will reflect the total amount of costs expended on the project reflected in the/each Reimbursement Request. (If there is only one reimbursement request the Total should align with the Total Funds Expended on the Final Quarterly Progress Report.)
	FORM 4 - Close Out Report
Rows 7,9, & 11	**Recipient Information:** These cells will autofill with the Recipient's agency/organization name, address, Agreement number and project title.
G9.	**Total Allocated (Award & Match):** This amount will autofill from Form 1 cell C22. It should reflect the total project cost stated in the Agreement, which includes any modifications to the budget.
G11.	**Agreement Period of Performance:** These dates must align with the Execution Date (or the retroactive start date, if approved) through the current Agreement End Date.

D16-D24.	**Total Funds Expended:** Indicate the total amount expended per budget category even if it is in excess of the anticipated amount. These expenditures should align with the Total Funds Expended on the Final Quarterly Progress Report.

D25.	**Total:** This amount will auto-calculate the sum of the rows above it.
G16: I24.	**FBIP Reimbursement(s) Received (if Applicable):** Enter the date and amount of any previous reimbursement payments received over the course of the project.
I25.	**Total:** This amount will auto-calculate as the sum of the rows above it.
F28.	**Total Allocated (Award & Match):** This amount will autofill from Form 1 cell C22. It should reflect the total project cost stated in the Agreement which includes any modifications to the budget.
F29.	**Award Amount:** This will autofill from the Instructions sheet. It is the maximum amount which FWC has agreed to reimburse the recipient for applicable project costs.
F30.	**Total Expenditures:** This will autofill from cell D25 and represents the sum of all funds expended over the life of the agreement.
F31.	**Total Reimbursement(s) Requested:** The sum of the previously paid reimbursement(s) and the final reimbursement request amount. The cumulative total to be remitted to the Recipient for the project.
H35: I35.	**Was income earned on the project during the period of performance?:** This would be any income earned by the Recipient that is directly generated by use of a grant-supported project, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
H36: I36.	**Were funds expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (30) calendar days of completion of the project.
H37: I37.	**Is the documented match/cost share sufficient?:** Does the match/cost share contributed to the project by the Recipient meet the requirements outlined in the Agreement's Attachment A, Section 5?
H38: I38.	**Has the Certification of Completion been signed?:** Form 5 must be signed by the Recipient within thirty (30) calendar days of the project's completion.
H39: I39.	**Were all quarterly reports submitted up until the Certification of Completion signature date?:** Quarterly reports must be submitted starting from the first entire quarter in which there was an Executed Agreement, up until the Certification of Completion was signed by the Recipient.
G40.	**Date that the Certification of Completion was signed by the Recipient:** Enter the date that aligns with the signature date on Form 5.
	******Both Grant Manager and Financial Officer should verify and sign off on this section. ******
B43.	**Grant Manager:** The Recipient's Grant Manager must sign the report in confirmation of the statement presented in cell A42. This should be done with a digitally-secured and valid e-signature or printed and signed with an indelible ink.
G43.	**Date:** Include the date the report was signed by the Grant Manager.
B46.	**Financial Officer:** The Recipient's Financial Officer must sign the report in confirmation of the statement presented in cell A42. This should be done with a digitally-secured and valid e-signature or printed and signed with an indelible ink.
G46.	**Date:** Include the date the report was signed by the Financial Officer.

Form 5 - Certification of Completion

Sign, date, and submit the form to the FWC manager within thirty (30) days of completion of the project.

A7-A9.	**Grant Program:** Indicate the grant program from which funding was received.
I5.	**Agreement:** The Agreement # and project title will autofill.
B11.	**Print or Type Name and Title**: Enter the Recipient's Grant Manager or signature authority.
C14.	**Name of Recipient Agency/Organization:** Input the Recipient's agency/organization name.
H17.	**FWC Agreement #:** This cell with autofill from the Instruction Sheet and is reflected in the Agreement.
B22.	**Signature:** The Recipient's Grant Manager or signature authority should sign with a digitally-secured and valid e-signature or printed and signed with an indelible ink.
I22.	**Date:** Input the date that the report was signed by the Recipient.

Certification by Commission

This section of the form need not be filled by the Recipient/submitting party. Please do not alter this section which should be completed by FBIP staff.

B34.	**Division:** This will be the Division of Law Enforcement.
B36.	**Signature:** The Commission's Project Manager will sign once all necessary documentation has been received.
I36.	**Date:** The date that the Project Manager signs.
B39.	**Print or Type Name and Title:** This will be the name and title of the Commission's Project Manager or the Program Administrator.
B43.	**Name of Inspector/Reviewer:** This will be the name of the individual that conducted the construction project inspection or the name of the individual that reviewed the design and engineering plans for the project.
I43.	**Date of Inspection/Approval:** This will be the date that the project inspection was passed or the date that the design plans were approved.

Row 47.	**Project Inspected:** Check yes, no, or not applicable for construction inspection.
Row 48.	**Design Reviewed:** Check yes, no, or not applicable for plan review.
	Form 6 - Subcontractor List
C5.	**Agreement #:** This cell will autofill the FWC Agreement number as referenced from the Instructions sheet.
G5.	**Recipient:** This cell will autofill the FBIP Grant Recipient's Identity.
Rows 21-52.	Fill in the names of any entities intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering a contract so that applicable review and verification may be completed by FWC.
A21.	**Vendor/Contractor:** Provide the Subcontractors Vendor name.
A23.	**Unique Entity ID (UEI)**: Provide the unique entity identification for the contractor (either the FEIN, DUNS, or UEI).
A26.	**COI Certification Received:** Provide the Conflict of Interest Certification signature date.
A27.	**E-Verify Reg./Affidavit Received:** Provide the E-Verification Registration date or the Affidavit date.
	Form 7 - Subcontractor Minority Status Report

This is required so that FWC can report to Florida Department of Management Services' Office of Supplier Diversity the amount and vendor information when funds are paid to a Minority business.

A7-A10.	**Recipient Information:** These cells will autofill from Form 1 data with agency/organization name, address, point of contact name, and phone number.
F7.	**FEIN:** This is the Recipient's Federal Employer Identification Number and must align with all other document in the Agreement.
F8.	**UEI:** This is the Unique Entity Identifier number and should align with the Recipient's information.
F9.	**FWC Agreement:** The Agreement # and project title will autofill.
F10.	**Date:** This date should align with when the form is filled out.
C12.	**Total Allocated (Award and Match):** This amount will autofill and should reflect the total project cost stated in the Agreement, which includes any modifications to the budget.
G12.	**Invoice Number:** This number should align with the FWC reimbursement #.
A17-A20.	**Name:** This cell will autofill with the Recipient's agency/organization name.
B17-B20.	**²CBE Code:** Certified Business Enterprise Codes show what kind of minority an entity is. The code options are below the table.
C17-C20.	**Invoice #:** This number should align with the invoice # from the subcontractors.
D17-D20.	**Payment Amount:** This should be the dollar amount paid to the respective subcontractor entity.
E17-E20.	**Name:** Provide the subcontractor's vendor name(s).
F17-F20.	**FEIN or UEI #:** Enter the Federal Employer Identification Number or Unique Entity Identifier number for the subcontractors used for this project.
H17-H20.	**²CBE Code:** Certified Business Enterprise Codes show what kind of minority an entity is. The code options are below the table.
I17-I20.	**Description of Service:** Brief description of purchase/service provided**.**
J17-J20.	**Payment Amount:** This should be the dollar amount paid to the respective subcontractor entity.
J21.	**Total of Subcontractor Payment(s):** This will auto-calculate with the sum of the payments to subcontractors.
A31.	**Sign:** The Project Manager must sign the report certifying the information presented above in cell A30. This should be done with a digitally-secured and valid e-signature or printed and signed with indelible ink.
D31.	**Date:** Include the date the report is signed.
	FORM 8 - Post Project Completion Annual Report

This form is only applicable for construction projects after they have been completed for a full year. Refer to the Agreement to verify requirement.

B5.	**Recipient:** This cell will autofill the FBIP Grant Recipient's Identity.
J5.	**Agreement #:** This cell will autofill the FWC Agreement number as referenced from the Instructions sheet.

C7.	**Project Title:** This information will autofill the formal Project Title as reflected throughout the signed Agreement documents.
C9.	**Project Address:** Input the PROJECT SITE'S location. Do not include the Recipient's address. If no site address is available, coordinates may suffice if the geodetic reference is included (Google Earth utilizes WGS84). A location description may also be utilized or included with the coordinates, if helpful to understanding the geographic location of the project.
E11.	**Certification of Completion Date:** The date that the Certification of Completion was signed by the Recipient.
K11.	**Site Dedication End Date:** Twenty (20) years from the date that the Site Dedication was signed.
C13.	**Reporting Year:** Select the applicable period from the drop down list starting with the first entire State Fiscal Year (July 1 – June 30) that the project has been completed. All subsequent Annual Reports should regard the period between July 1st and June 30th.
A18.	**Condition of Facility:** Provide information on the status of the facility that was funded by the Florida Boating Improvement Program. This should include any repairs that are needed and plans to address the issues, repairs or work that have been completed, any issues or concerns, and any possible informative notes on the condition of the site and facilities.
A25.	**Revenue:** This is the amount of money that the Recipient has acquired from permits or fees charged to the public to use the facility. If site usage can be covered by a county-wide or multiple-site permit, please prorate and include those funds accordingly. (E.g. Smith County charges a $5 launch fee at ramps under their maintenance, but offers citizens a $45 annual launch permit to cover all ramp usage for a year. If Smith County has 4 equally-utilized ramps and has collected $1080 in annual permits, they should include $270 (25%) with any single-use fees collected during the State's Fiscal Year. If usage is unequal, please estimate the fraction as closely as possible.
F28.	**Actual or Estimated:** Is this amount recorded or estimated?
A32.	**Permit or Fee Adjustment:** If permit or fee increases/decreases are anticipated, provide the current and proposed amounts and the reason for the change. Increases in fees at grant funded sites **must be approved in advance by FWC's Boating Access Unit.**
H36.	**Annual Users:** Estimated number of users within the reporting year for the boat access facility.
B42.	**Sign:** The Project Manager (or their successor/delegate) should sign the report certifying the information presented above in cell A40. This should be done with a digitally-secured and valid e-signature or printed and signed with indelible ink.
I42.	**Date:** Include the date the report is signed.
B44.	**Name/Title**: Include the full name and formal position of the signing individual.

FWC BOATING ACCESS GRANTS
QUARTERLY PROGRESS REPORT
ATTACHMENT E - FORM 1

Recipient Information
Jackson County BOCC
2864 Madison Street
Marianna, FL 32448
Rett Daniels / (850) 718-0437

Agreement:	25048 - Magnolia Landing Feasibility Study and Design	
Agreement End Date:	6/30/2028	
Reporting Period:	Select Period of Performance	Enter Year

Financial

Category	Total Allocated (Award & Match)	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)					$ -
Contracted Services	$ 170,000.00				$ 170,000.00
Design/Engineering					$ -
Permitting					$ -
Site Preparation					$ -
Demolition & Removal					$ -
Construction					$ -
Contingency Costs (max 10% of total)					$ -
Other Costs					$ -
Total Expenditures	**$ 170,000.00**	**$ -**	**$ -**	**-**	**$ 170,000.00**

Performance

Category	Start Date	Completion Date	Percent Complete	Project Status
Contracted Services				

Cumulative Amount Previously Submitted for Reimbursement: _____ Total Received: _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Sign: _____ Date: _____

(Grant Manager)

Sign: _____ Date: _____

(Financial Officer)

Programmatic

Project Status for Quarterly Reporting Period

Timeline of Events for Quarterly Reporting Period

Other

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Sign:_____ Date: _____

(Grant Manager)

FWC BOATING ACCESS GRANTS
REIMBURSEMENT REQUEST
ATTACHMENT E - FORM 2

Recipient Information
Jackson County BOCC
2864 Madison Street
Marianna, FL 32448
Rett Daniels / (850) 718-0437

Agreement:	25048 - Magnolia Landing Feasibility Study and Design
Total Allocated (Award & Match):	$170,000.00
Invoice Date:	
Reimbursement #:	
Request Amount:	

Costs incurred during the period of: _____ **Through:** _____

THIS FORM MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

Category	FBIP Grant Cost	Match/Cost Share	Other	Total
Administration Costs (max 5% of total)				$ -
Contracted Services				$ -
Design/Engineering				$ -
Permitting				$ -
Site Preparation				$ -
Demolition & Removal				$ -
Construction				$ -
Contingency Costs (max 10% of total)				$ -
Other Costs				$ -
Totals	$ -	$ -	$ -	$ -
Percent				

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Sign: _____ Date: _____

(Grant Manager)

Sign: _____ Date: _____

(Financial Officer)

Financial Summary

TO BE COMPLETED BY FWC STAFF

Total Allocated (Award & Match):	**$170,000.00**
Previous Payment(s):	
This Payment:	
Remaining Balance:	

TOTAL AMOUNT TO BE PAID ON THIS INVOICE:

_____

Date Submitted/Resubmitted to FWC: _____

Date Eligible for Reimbursement: _____

FWC BOATING ACCESS GRANTS
DETAIL OF CLAIMS
ATTACHMENT E - FORM 3

Recipient:	Jackson County BOCC	Agreement:	25048 - Magnolia Landing Feasibility Study and Design

Cost incurred during the period of: _____ **Through:** _____

#	Category	Vendor	Date Paid	Check # or EFT ID	Description	Match/Cost Share	FBIP Grant Cost	Total
1								$ -
2								$ -
3								$ -
4								$ -
5								$ -
6								$ -
7								$ -
8								$ -
9								$ -
10								$ -
11								$ -
12								$ -
13								$ -
14								$ -
15								$ -
16								$ -
17								$ -
18								$ -
					Total Expenditures:	**$ -**	**$ -**	**$ -**

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

FWC BOATING ACCESS GRANTS
PROJECT CLOSE OUT REPORT
ATTACHMENT E - FORM 4

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

Jackson County BOCC Recipient	**25048 - Magnolia Landing Feasibility Study and Design** Agreement
2864 Madison Street Street Address	**$170,000.00** Total Allocated (Award & Match)
Marianna, FL 32448 City, State Zip	 Agreement Period of Performance (POP)

Total Funds Expended	
Category	**Expenditures**
Administration Costs (max 5% of total)	
Contracted Services	
Design/Engineering	
Permitting	
Site Preparation	
Demolition & Removal	
Construction	
Contingency Costs (max 10% of total)	
Other Costs	
Total	$ -

FBIP Reimbursement(s) Received (if Applicable)	
Date	**Amount**
Total	$ -

Financial Summary	
Total Allocated (Award & Match):	$ 170,000.00
Award Amount:	$ 170,000.00
Total Expenditures:	
Total Reimbursement(s) Requested:	

Performance Close Out Checklist		
	Yes	**No**
Was income earned on the project during the period of performance?	☐	☐
Were funds expended in accordance with the Agreement terms?	☐	☐
Is the documented match/cost share sufficient?	☐	☐
Has the Certification of Completion been signed?	☐	☐
Were all quarterly reports submitted up until the Certification of Completion signature date?	☐	☐
Date that the Certification of Completion was signed by the Recipient:		

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Sign: _____ Date: _____
(Grant Manager)

Sign: _____ Date: _____
(Financial Officer)

FWC BOATING ACCESS GRANTS
CERTIFICATION OF COMPLETION
ATTACHMENT E - FORM 5

Grant Program:	
	Boating Infrastructure Grant Program (BIGP)
X	Florida Boating Improvement Program (FBIP)
	Sportfish Restoration Program (SFR)

Agreement: 25048 - Magnolia Landing Feasibility Study and Design

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Organization)

do hereby certify that the project funded by FWC Agreement # 25048 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

Certification by Commission

TO BE COMPLETED BY FWC STAFF

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Law Enforcement
(Division)

_____ _____
(Signature) (Date)

_____
(Print or Type Name and Title)

_____ _____
(Name of Inspector/Reviewer) (Date of Inspection/Approval)

	Yes	No	N/A
Project Inspected:	☐	☐	☐
Design Reviewed:	☐	☐	☐

FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
ATTACHMENT E - FORM 6

Agreement #:	25048	**Recipient:**	Jackson County BOCC

This form is required to be completed by the Recipient prior to entering into subcontracts. The citations below are excerpts, please read the entire funding agreement for full subcontractor requirements. This form is a tool to help Recipients collect and retain required documents, and may be modified as needed by Recipients.

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, A. Authority, "The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subrecipient or subcontractor." *This section also requires subcontractor Conflict of Interest disclosures.*

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory vendor lists.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify that the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:	Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:
Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:	Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:
Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:	Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:
Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:	Vendor/Contractor Unique Entity ID (UEI) COI Certification Received: E-Verify Reg./Affidavit Received:

FWC BOATING ACCESS GRANTS
SUBCONTRACTOR MINORITY STATUS REPORT
ATTACHMENT E - FORM 7

Recipient Information
Jackson County BOCC
2864 Madison Street
Marianna, FL 32448
Rett Daniels / (850) 718-0437

FEIN:

UEI:

FWC Agreement: 25048 - Magnolia Landing Feasibility Study and Design

Date:

Total Allocated (Award and Match):	$ 170,000.00

Invoice Number:	

The Contractor shall indicate "N/A" if the project does not utilize subcontractors.

PRIMARY CONTRACTOR				SUBCONTRACTOR				
Name	**[2]CBE Code**	**Invoice #**	**Payment Amount**	**Name**	**FEIN or UEI#**	**[2]CBE Code**	**Description of Service**	**Payment Amount**
Jackson County BOCC			$					$
			$					$
			$					$
			$					$
							Total of Subcontractor Payment(s)	$ -

[1]OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: https://osd.dms.myflorida.com/directories or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: https://vendor.myfloridamarketplace.com

[2]CBE Codes: A - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH REIMBURSEMENT FOR PAYMENT

I hereby certify that the above information is true to the best of my knowledge and was obtained from the Subcontractor(s) listed.

Sign: _____ Date: _____

(Grant Manager)

FWC BOATING ACCESS GRANTS
POST PROJECT COMPLETION - ANNUAL REPORT
ATTACHMENT E - FORM 8

Recipient: Jackson County BOCC **Agreement #:** 25048

Project Title: Magnolia Landing Feasibility Study and Design

Project Address:

Certification of Completion Date: **Site Dedication End Date:**

Reporting Year:

Reporting period is the July 1 - June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

Is this amount Actual or Estimated?	

If permit or fee increase/decreases are anticipated, provide the current and proposed amounts and the reason for the change. Increases in fees at grant funded sites must be approved in advance by FWC's Boating Access Unit.

Estimated number of annual users of the boat access facilities:	

The FWC funding agreement scopes of work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Sign: Date:

(Grant Manager)

Name/Title:

AGENDA ITEM # 12102026-198
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of Purchase and Sale Agreement for Surplus Property located on Bobkat Road - Lucas Mayo, Grants/Contracts Manager**

Background: Purchase and Sale Agreement for property located at the corner of Bobkat Road and Tall Pine Drive in Marianna. Sale price is $6,580 for approximately 0.82 acres.

Strategic Plan Goal: **Sustainable Services & Budgeting**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation:

Potential Motion: I move to approve the Purchase and Sale Agreement and authorize the Chairman to sign.

PURCHASE AND SALE AGREEMENT FOR SURPLUS PROPERTY

This PURCHASE AND SALE AGREEMENT ("Agreement") between Jackson County, a political subdivision of the State of Florida ("County" or "Seller"), whose address is 2864 Madison Street, Marianna, FL 32448, and MONICA D. MOORE & KENNETH W. MOORE SR., Jackson County residents ("Purchaser"), whose address is 3254 Bobkat Road, Marianna, FL 32446, is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date"). The Seller and the Purchaser are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The Seller is the owner of the Property, as defined in Exhibit "A".

B. The Seller desires to sell, and the Purchaser desires to purchase the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

AGREEMENT

1. **Purchase and Sale of Property** Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell, assign, and convey to the Purchaser, and the Purchaser agrees to purchase and assume from the Seller, the following property (collectively, the "Property"): All of the Seller's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Jackson, and State of Florida, as more particularly described in Exhibit A, attached to and made a part of this Agreement, which consists of approximately 0.82 acres of surplus zoned land.

2. **Purchase Price**

2.1 The total purchase price to be paid by the Purchaser to the Seller for the Property is SIX THOUSAND FIVE HUNDRED EIGHTY AND 00/100 DOLLARS ($6,580.00) (the "Purchase Price").

2.2 The Purchase Price for the Property (exclusive of closing adjustments, costs, and expenses as provided by this Agreement) shall be payable in immediately available funds and shall be delivered to the Seller at the Closing.

3. **Closing**

3.1 Time and Place. The Closing shall occur on or before sixty (60) days after the Effective Date, unless extended pursuant to the terms of this Agreement or by mutual consent of the Parties (the "Closing Date"). The Jackson County Administrator

is authorized to act on the County's behalf to extend the Closing Date. The Closing shall be held at Fuqua & Milton, P.A., 4450 Lafayette Street, Marianna, FL 32446, or at such other place as designated by the County Administrator.

3.2 Closing Expenses.

At or before the Closing:

a) The Purchaser shall pay (i) all the documentary tax and surtax stamps due on the deed(s) of conveyance; (ii) the cost of recording the conveyance documents from the Seller; (iii) the cost of recording any corrective instruments that may be necessary to assure good and marketable title; (iv) the cost of recording the purchase money mortgage, if applicable; and (v) all other costs associated with the Closing, including, without limitation, any cost of broker's commission, title searches, title commitments, title policies, surveys, investigations, tests, and closing costs of the title company handling the Closing.

b) The payment of documentary tax and surtax stamps and all costs relating to the recording of conveyance documents, any corrective instruments, and purchase money mortgages shall be made via wire transfer, cashier's check, or United States Postal Service money order.

c) The Seller shall not be responsible for any costs associated with the Closing, except as provided in Section 3.2(d).

d) Each Party shall bear the fees for its own attorneys and consultants in connection with the Closing.

3.3 Delivery by the Seller. At the Closing, the Seller shall execute and/or deliver (as applicable) to the Purchaser the following:

a) A Quitclaim Deed conveying the Property, in the form attached to this Agreement as Exhibit B ("Quitclaim Deed");

b) Appropriate evidence of the Seller's existence and authority to sell and convey the Property;

c) Possession of the Property by the Purchaser; and

d) Keys to all locks located on the Property, to the extent in the Seller's possession or control.

3.4 Delivery by the Purchaser. At the Closing, the Purchaser shall execute and/or deliver (as applicable) to the Seller the following:

a) The Purchase Price, as described in Section 2, by bank wire transfer of immediately available funds to the Seller's Account; and

b) Appropriate evidence of the Purchaser's existence and authority to purchase the Property (if the Purchaser is an entity).

3.5 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, the Seller and the Purchaser shall execute and deliver to each other separate closing statements accounting for the sums adjusted or disbursed at the Closing.

3.6 Warranty. The Purchaser's acceptance of the Quitclaim Deed at the Closing shall discharge all of the Seller's obligations under this Agreement. There is no representation, warranty, or agreement (express or implied) of the Seller that shall survive the Closing, except for those that expressly survive the termination of this Agreement.

3.7 Prorations and Adjustments.

a) Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between the Seller and the Purchaser as of 12:01 A.M. (Central Time) on the Closing Date:

1. Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the Property shall be prorated based on the most recent prior tax bill; and

2. Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable, and the charges so determined shall be paid by the Seller by prompt remittance or deduction from any deposits made by the Seller. The Seller shall be entitled to the refund of any balance of said accounts and of all deposits made with respect to any such utilities or services, and the Purchaser shall place its own deposits with the utility or service providers.

b) For the purposes of calculating prorations, the Purchaser shall be deemed to be in title to the Property and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs.

c) All prorations shall be done on the basis of the actual number of days of ownership of the Property by the Seller and the Purchaser relative to the applicable period.

4. Survey

The Purchaser may order a survey of the Property, at its sole cost and expense.

5. Title Evidence

5.1 The Purchaser may, at its sole cost and expense, obtain a title examination of the Property and/or purchase title insurance from any title company in the

amount of the Purchase Price. Notwithstanding the preceding provision, the Seller shall not be obligated to (i) provide the Purchaser with any evidence of title for the Property; (ii) cure or remove any title matters or exceptions to title relating to the Property; and (iii) execute or deliver any Vendor's Affidavit or Owner's Title Affidavit.

5.2 At the Closing, the Seller shall convey to the Purchaser title to the Property, subject to (i) any mortgages, deeds of trust, tax liens, judgments, mechanics' liens, or other monetary encumbrances against the Property; (ii) all easements, covenants, restrictions, declarations, or agreements of record; (iii) all zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property; (iv) real estate taxes for this current year and all subsequent years; and (v) any other matters that would be disclosed upon a visual inspection of the Property ("Acceptable Title"). The Purchaser shall not have the right to terminate this Agreement if the Seller is able to provide the Acceptable Title at the Closing.

6. Acceptance of State and Municipal Department Violations and Orders

The Purchaser accepts the Property subject to all notes or notices of violations, known or unknown, of law or local ordinances, orders, or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, and health and labor conditions affecting the Property. This provision shall survive the Closing.

7. Personal Property

The Purchaser accepts the personal property, located at the Property, in its "as-is" condition, without representation as to quantity, quality, or any other matter.

8. Inspections and Investigations

8.1 For a period of fifteen (15) business days after the Effective Date ("Due Diligence Period"), the Purchaser, at its sole cost and expense, shall have the right to have its employees, agents, contractors, or subcontractors ("Consultants") perform inspections, investigations, and studies of the Property ("Inspections") upon providing the Seller with written notice at least twenty-four (24) hours before entering the Property. The Purchaser and its Consultants shall not perform any invasive testing on the Property without obtaining the Seller's prior written consent, which consent will be given in the Seller's sole discretion. Notwithstanding the preceding provisions, this Agreement is not contingent on the Inspections, and the Purchaser shall not have the right to terminate this Agreement as a result of the Inspections.

8.2 Prior to any Inspections, the Purchaser shall deliver a certificate of insurance to the Seller evidencing that the Purchaser and its Consultants maintain, throughout the pendency of this Agreement, liability insurance naming the Seller

as an additional insured and in the form, substance, and amount(s) that are acceptable to the Seller. (if applicable)

8.3 In conducting the Inspections, the Purchaser and its Consultants shall conduct all operations on the Property in a reasonable manner and shall not unreasonably interfere with the Seller's operation of the Property. The Purchaser shall not engage in any activity resulting in a mechanic's lien against the Property. The Purchaser shall indemnify, defend, and hold the Seller and its officers, employees, agents, and representatives harmless against (i) any liens from a provider of work, labor, material, or services claiming by, through, or under the Purchaser as a result of the Inspections; and (ii) any property damage, bodily injury, or death resulting from the Purchaser's exercise of its rights under this Agreement, including, without limitation, the performance of the Inspections. This obligation of the Purchaser shall survive the Closing or sooner termination of this Agreement.

9. Condemnation

9.1 If, prior to the Closing, any portion of the Property is subject to a bona fide threat of condemnation by a governmental authority or entity having the power of eminent domain, or is taken by eminent domain or condemnation, or sale in lieu thereof ("Condemnation"), then the Seller shall promptly provide the Purchaser with written notice ("Condemnation Notice") describing such Condemnation and, if available, identifying the proceeds awarded, or to be awarded, as a result of the Condemnation ("Condemnation Award"). In the event that the Purchaser receives a Condemnation Notice, all of the deadlines and time periods specified in this Agreement, including the Closing Date, shall automatically be extended for an additional thirty (30) days.

9.2 No later than ten (10) days after receiving a Condemnation Notice, the Purchaser shall give the Seller written notice electing one of the following options:

a) Termination of this Agreement, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement; or

b) Proceed with the Closing on the extended Closing Date, as described in Section 9.1. In such an event, the Seller shall (i) reduce the Purchase Price by the amount of the Condemnation Award that the Seller received before the Closing Date, and (ii) assign to the Purchaser the Seller's rights, title, and interest in and to any Condemnation Award that the Seller has not received before the Closing Date.

10. Casualty

10.1 If, before the Closing, the Property is damaged by fire, storm, accident, or any other casualty or cause beyond the reasonable control of the Parties

("Casualty"), either Party may terminate this Agreement upon providing written notice to the other Party no later than ten (10) days after the Casualty.

10.2 In the event that this Agreement is terminated under Section 10.1, neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

10.3 If neither Party exercises its right to terminate the Agreement in accordance with Section 10.1, the Parties shall proceed to the Closing without any adjustment of the Purchase Price.

11. **Tropical Storm or Hurricane Watch/Warning**

If Jackson County, Florida ("County"), is under a tropical storm or hurricane watch or warning at any time within five (5) days before the Closing Date, the Seller shall be entitled to delay the Closing for up to five (5) business days after the County is no longer under a tropical storm or hurricane watch or warning. If the tropical storm or hurricane damages the Property during such time, the Parties shall proceed pursuant to Section 10 above.

12. **Events of Default**

12.1 Purchaser's Default. A "Purchaser's Default" shall mean that the Purchaser breached its representations, warranties, covenants, or agreements under this Agreement, or failed or is unable to consummate the purchase of the Property by the Closing Date. The Seller may, no later than ten (10) days after receiving actual knowledge of the Purchaser's Default, give the Purchaser written notice electing one of the following options:

a) Waive the Purchaser's Default and proceed to the Closing without any adjustment of the Purchase Price;

b) Institute a judicial action to enforce the Seller's rights or obtain remedies under this Agreement, including specific performance. In such event, the Purchaser shall pay the Seller for all attorneys' fees, court costs, expert fees, and other expenses incurred by the Seller in enforcing its rights; or

c) Terminate this Agreement, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

12.2 Seller's Default. A "Seller's Default" shall mean that the Seller breached its representations, warranties, covenants, or agreements under this Agreement, or failed or is unable to consummate the sale of the Property by the Closing Date. The Purchaser may, no later than ten (10) days after receiving actual knowledge of the Seller's Default, give the Seller written notice electing one of the following options:

a) Waive the Seller's Default and proceed to the Closing without any adjustment to the Purchase Price; or

b) Terminate this Agreement, whereupon neither Party shall have any further rights or obligations under this Agreement, except for those that expressly survive the termination of this Agreement.

13. **Disclaimers**

IT IS UNDERSTOOD AND AGREED THAT THE SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS (INCLUDING, WITHOUT LIMITATION, ACCESSIBILITY FOR HANDICAPPED PERSONS), THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER TO THE PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE SELLER SHALL SELL AND TRANSFER TO THE PURCHASER, AND THE PURCHASER SHALL ACCEPT, THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS" AT THE CLOSING, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. THE PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND THE SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY THE SELLER OR ANY REAL ESTATE BROKER, EMPLOYEE, OR AGENT REPRESENTING OR PURPORTING TO REPRESENT THE SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE PURCHASER REPRESENTS TO THE SELLER THAT THE PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS THE PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY

SOLELY UPON THE SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER OR THE SELLER'S AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE THE CLOSING.

14. **Broker's Commission**

14.1 The Seller represents and warrants to the Purchaser that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. The Seller shall have no obligation to fund or cause the funding of any commission or fee due to any broker acting on behalf of the Purchaser.

14.2 The Purchaser represents and warrants to the Seller that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. The Purchaser shall pay all real estate commissions in connection with this transaction. In addition, the Purchaser shall indemnify, defend, and hold the Seller harmless from any claim or demand for commissions made by or on behalf of any broker or agent of the Purchaser in connection with the sale and purchase of the Property.

14.3 The provisions of this Section 14 shall survive the Closing and the delivery of the Quitclaim Deed.

15. **Miscellaneous**

15.1 Notices. For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail or overnight courier, along with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 15.1.

Notice to Seller
Jim Dean
County Administrator
2864 Madison Street
Marianna, Florida 32448
danielsw@jacksoncountyfl.gov

Notice to Purchaser

Monica D. Moore & Kenneth W. Moore Sr.
3254 Bobkat Road
Marianna, FL 32446
(352) 284-7764
mandmevents@yahoo.com

15.2 Amendments. No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of the Seller and the Purchaser.

15.3 Assignment. The Purchaser shall not assign this Agreement without the Seller's prior written consent, which consent will be given in the Seller's sole discretion. Any purported assignment by the Purchaser in violation of this Agreement shall be voidable at the Seller's option. The Seller's refusal to consent to an assignment shall not entitle the Purchaser to terminate this Agreement nor give rise to any claim for damages against the Seller. Any assignment by the Purchaser, even if consented to by the Seller, shall not act to limit, reduce, or impact any of the Purchaser's obligations to perform under this Agreement, including, without limitation, its obligation to pay the Purchase Price.

15.4 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party.

15.5 Third Party Beneficiaries. Neither the Seller nor the Purchaser intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15.6 Time is of the Essence. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time period provided for in this

Agreement, which ends on a Saturday, Sunday, or a legal holiday, shall extend to 5:00 P.M. (Central Time) of the next business day.

15.7 Compliance with Laws. The Seller and the Purchaser shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.

15.8 Severability. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both the Seller and the Purchaser elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 15.8 shall be made within seven (7) days after the court's finding becomes final.

15.9 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

15.10 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

15.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

15.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fourteenth Judicial Circuit in Jackson County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, THE SELLER AND THE PURCHASER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION 15.13, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

15.14 Attorneys' Fees. Each Party shall bear its own attorneys' fees in any litigation or proceeding arising under this Agreement, except as provided for in Sections 12.1(b) and 15.13.

15.15 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has 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 the County Public Health Unit.

15.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

15.17 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

15.18 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

IN WITNESS WHEREOF, the Parties have made and executed this Purchase and Sale Agreement on the respective dates: JACKSON COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman or Vice-Chairman, authorized to execute same by Board action on the 12th day of November, 2025, and MONICA D. MOORE & KENNETH W. MOORE SR., signing by and through its own name, duly authorized to execute same.

ATTEST:

GRANTOR

JACKSON COUNTY, by and through its Board of County Commissioners

_____

Clayton O. Rooks, Clerk

By: _____

Hon. Chairman (SEAL)

PURCHASER

MONICA D. MOORE, a resident

Monica D Moore

KENNETH W. MOORE, a resident

WITNESSES:

21 day of November, 2025.

Amanda Hall
Witness 1 Signature

Amanda Hall
Witness 1 Printed/Typed Name

Shuntea Crews
Witness 2 Signature

Shuntea Crews
Witness 2 Printed/Typed Name

STATE OF FLORIDA
COUNTY OF Jackson

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of November, 2025 by Monica D. Moore, as PURCHASER, who is personally known to me or who has produced _____ as identification.

Danielle N. Baker

Print Name: Danielle N. Baker
Notary Public in and for the County and State last aforesaid. My Commission Expires: Aug. 3, 2029
Serial No., if any: _____

DANIELLE N. BAKER
MY COMMISSION # HH 705762
EXPIRES: August 3, 2029

EXHIBIT A

Aerial Map:

Jackson County Property Appraiser Parcel ID: 25-5N-10-0314-0000-0311

EXHIBIT B

For Clerk Use

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED, made this ____ day of _____, 20___, by JACKSON COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 2864 Madison Street, Marianna, FL 32448, and _____, a _____ ("Grantee"), whose address is _____.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.)

W I T N E S S E T H:

That Grantor, for and in consideration of TEN DOLLARS ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Jackson County, Florida, to wit:

******** (the "Property").

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

THIS CONVEYANCE IS SUBJECT TO all zoning rules, regulations, ordinances, and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and other matters of record; and real estate taxes for [20__] and all subsequent years.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice-Chairman of said Board, the day and year aforesaid.

ATTEST:

GRANTOR

JACKSON COUNTY, by and through its Board of County Commissioners

_____

Clayton O. Rooks, Clerk

By:

_____

Hon. Chairman (SEAL)

AGENDA ITEM # 1282026-191
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of Amendment #1 to SRF Loan Agreement DW320381 Indian Springs Phase 2 Water with FDEP - Lucas Mayo, Grants/Contracts Manager**

Background: Amendment extends the agreement until 10/15/2026.

Strategic Plan Goal: **Innovative Facilities & Infrastructure**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Lucas Mayo**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve the Amendment and authorize the Chairman to sign, contingent on Attorney approval.

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW320381
JACKSON COUNTY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and JACKSON COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW320381; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.08 of the Agreement is deleted and replaced as follows:

8.08 SIGNAGE

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

2. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or

subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

3. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

4. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

5. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX – CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation in Project construction.

(f) Current certifications for Disadvantaged Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(g) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(h) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

(2) The following must be provided to the Department for professional services contract(s):

(a) Certification by the Authorized Representative that affirmative steps were taken to encourage Disadvantaged Business Enterprises participation.

(b) Current certifications for Disadvantaged Business Enterprises participating in the contract.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

6. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for October 15, 2026.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than October 15, 2026.

(4) The first Semiannual Loan Payment in the amount of $83,384 shall be due April 15, 2027.

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement DW320381 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
JACKSON COUNTY

_____
Board Chairman

Attest:

_____
County Clerk

SEAL

Approved as to form and legal sufficiency:

_____
County Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

AGENDA ITEM # 1222026-181
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Lynsey Darragh, Administration**

SUBJECT: **Request: Board review and adoption of revised Unclaimed Remains Policy - Lynsey Darragh, Administrative Services Director**

Background: Requesting Board review/adoption of a revised Unclaimed Remains Policy. Substantive changes include setting a flat fee for the transportation, cremation, and storage of the cremains at $1,100.00. Previously, the Board paid $400.00 for transport, and received bids for the cremation/storage. Historical costs are attached to this agenda item, as well as research from other Florida Counties. Other changes include shortening the Policy to make it more concise.

Strategic Plan Goal: **Sustainable Services & Budgeting**

Previous Action: The Board previously approved an Unclaimed Remains policy on 11-20-2020

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Lynsey Darragh**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Adopt**

Potential Motion: Motion pending Board discussion.

Jackson County Historical Data			
Year	**Transport Cost**	**Cremation Cost**	**Total Cost**
2023	$ 400.00	$ 895.00	$ 1,295.00
2024	$ 400.00	$ 745.00	$ 1,145.00
2025	$ 400.00	$ 790.00	$ 1,190.00
2025	$ 400.00	$ 745.00	$ 1,145.00

Average cost:	$ 1,193.75

County	Flat Fee (Transportation + Cremation)	Notes
Leon County	$1,000 – $1,200	Includes transport, cremation, and temporary storage.
Bay County	$1,100	Flat fee for direct cremation and transport.
Escambia County	$1,000 – $1,300	Varies slightly by provider; includes transport to ME.
Hillsborough	$1,200 – $1,500	Includes cremation, transport, and storage of cremains.
Orange County	$1,300 – $1,500	Higher due to urban area costs; includes all services.
Santa Rosa	$950 – $1,100	Lower end of the range; rural pricing.
Calhoun County	$950 – $1,100	Typically includes transport to ME in Bay County and cremation.
Liberty County	$1,000	Flat fee arrangement with local funeral home.
Gulf County	$1,000 – $1,200	Includes cremation and round-trip transport to ME.
Holmes County	$950 – $1,100	Similar to Jackson County in size and proximity to ME offices.
Washington County	$1,000	Flat fee for cremation and transport; no bidding process.
Franklin County	$1,100	Includes temporary storage of cremains.
Wakulla County	$1,000 – $1,200	Rural rate with contracted provider.

Jackson County BOCC
DISPOSITION OF UNCLAIMED REMAINS POLICY

A. Purpose and Intent~~.~~

~~To establish policies and~~This policy establishes procedures for the final disposition of ~~any~~ unclaimed deceased persons ~~body~~ in Jackson County and ~~to provide for payment of the expenses incurred for the disposition of the deceased~~outlines payment responsibilities pursuant to Chapter 406, Florida Statutes.

Any deceased resident of Jackson County declared ~~as~~ unclaimed may be eligible for Jackson County cremation or burial if the death occurred within Jackson County, Florida. (NOTE: The County does not pay for shipment of the deceased to or from another county or state for burial or cremation.)

B. Definitions~~.~~

Cremation: ~~When the disposition of the unclaimed body remains the responsibility of the County, under authority of the Jackson County Board of County Commissioners, will authorize cremation of the deceased unless the deceased qualifies for burial in a national cemetery as a veteran of the armed forces or the spouse or dependent child of a veteran.~~ The standard method of disposition for unclaimed remains, unless the deceased qualifies for burial in a national cemetery as a veteran or eligible dependent.

Unclaimed Remains:~~-~~ ~~For the purpose of this policy, unclaimed is defined by Chapter 406, Florida Statutes, as human remains that are not claimed by a legally authorized person other than a medical examiner or the board of county commissioners, for final disposition.~~
Human remains not claimed by a legally authorized person, as defined in Chapter 406, Florida Statutes.

~~B.~~C. Scope of Policy~~.~~

~~The purpose of this assistance is to provide a decent and dignified cremation service for unclaimed remains in Jackson County, pursuant to Chapter 406.50, Florida Statutes. In County funeral homes will receive a request for quote from the Jackson County Board of County Commissioners (JBOCC) for their services. These services will include those deceased persons:~~

~~Pronounced dead in Jackson County and determined by a Jackson County Funeral Home to:~~
Jackson County will provide a dignified cremation for unclaimed remains, pursuant to Florida Statute 406.50 when the deceased:

- Ha~~s~~ve no living relatives ~~(verified)~~; or
- ~~Have living relatives who lack adequate income or resources to afford cremation (verified by Jackson County Health Department); and/or~~
- Ha~~s~~ve relatives who cannot or will not accept responsibility for private burial/cremation.

Jackson County BOCC
DISPOSITION OF UNCLAIMED REMAINS POLICY

~~C~~D. ~~Prohibitions on Use.~~ Conditions and Requirements

~~Determination of service provider is the responsibility of the Administration Office within the JBOCC based on the lowest of three quotes received. The following criteria pertain to unclaimed cremation assistance for requesting payment:~~

- The funeral home that transports the body to the Medical Examiner's office will also be responsible for cremation and final disposition, for which the County will compensate with a flat fee of $1,100.00. upon receipt of invoice. The transportation portion of the flat fee is $400.00 and may be invoiced separately.

- Payment will not be made for bodies to be transported into or out of Jackson County with the following exceptions:
    - Transportation to/from the Medical Examiner's office (cost included in flat fee).
    - ~~If the deceased qualifies for burial/cremation in a Veterans Cemetery.~~ When the deceased qualifies for burial in a national cemetery. Veterans are entitled to burial in a national cemetery in accordance with 38CFR. The person or entity in control of the body should make reasonable effort to have a Veteran honorably buried by cont~~r~~acting the County Veterans Department, the National Cemetery Scheduling Office, or the regional office to the Department of Veterans Affairs.
- An order of cremation and a photocopy of the death certificate must accompany the request for payment from the funeral home.
- ~~Participating Funeral Homes and Crematoriums will have decedents released to them by the County after being notified of being the lowest bidder. The County will pay based on the lowest bid for services for disposition of the body. Authorization for retrieval and method of disposition will be conveyed to the funeral director or crematory in writing.~~

~~No attempt to recover expenses incurred by the funeral home in excess of the County's payment may be requested from alternative sources for unclaimed cremation. When a decision has been made on a request for payment of a funeral bill, a letter will be mailed to the in-county funeral home, advising of the action taken and reasons for it.~~

- No additional charges may be sought from other sources for unclaimed cremations covered by the County.
- The funeral home must store cremains for up to 120 days in labeled containers. If unclaimed, cremains will be disposed of per Florida Statute 497.607(2).

~~STORAGE OF CREMAINS:~~

~~All cremains will be securely stored for up to 120 days at the Jackson County Funeral Home providing the service in appropriate containers provided by the funeral home. The containers will be labeled with the name clearly marked on the outside of the container. In the event that the family cannot be located or does not claim the cremains by reimbursing Jackson County, the department shall dispose of the cremains as stated in s. 497.607(2), Florida Statutes. Such disposal may include scattering them at sea, placing them in a licensed cemetery, scattering garden, pond, columbarium or ossuary, or otherwise disposing of the remains as provided by rule.~~

Jackson County BOCC
DISPOSITION OF UNCLAIMED REMAINS POLICY

E. RECOUPMENT OF EXPENSES:

~~Cremains held for 120 days will provide additional time for any family to be identified. In the event that any person previously unidentified, such as a family member or friend is found and wishes to claim the cremated remains. If done within the 120 days they may do so by reimbursing Jackson County total cost for disposition expenses. If the person claiming the cremains wishes for the cremains to be shipped to them, they will also incur the shipping and handling expense.~~
If a family member or other party is identified within 120 days, they may claim the cremains by reimbursing the County for cremation costs and any shipping fees.

The County may pursue reimbursement through estate claims, liens, or other legal remedies, when appropriate.

~~The County may deem it feasible and appropriate to attach a lien to the property of the deceased, file a claim against the estate of the deceased or pursue any other available legal remedy to recover disposition expenses when there appears to be sufficient monies in the estate. The Department will consult with the County Attorney's office on these cases.~~

~~v2020~~

Jackson County BOCC
DISPOSITION OF UNCLAIMED REMAINS POLICY

A. Purpose and Intent

This policy establishes procedures for the final disposition of unclaimed deceased persons in Jackson County and outlines payment responsibilities pursuant to Chapter 406, Florida Statutes.

Any deceased resident of Jackson County declared unclaimed may be eligible for Jackson County cremation or burial if the death occurred within Jackson County, Florida. (NOTE: The County does not pay for shipment of the deceased to or from another county or state for burial or cremation.)

B. Definitions

Cremation:
The standard method of disposition for unclaimed remains, unless the deceased qualifies for burial in a national cemetery as a veteran or eligible dependent.

Unclaimed Remains:
Human remains not claimed by a legally authorized person, as defined in Chapter 406, Florida Statutes.

C. Scope of Policy

Jackson County will provide a dignified cremation for unclaimed remains, pursuant to Florida Statute 406.50 when the deceased:

- Has no living relatives; or
- Has relatives who cannot or will not accept responsibility for private burial/cremation.

D. Conditions and Requirements

- The funeral home that transports the body to the Medical Examiner's office will also be responsible for cremation and final disposition, for which the County will compensate with a flat fee of $1,100.00. upon receipt of invoice. The transportation portion of the flat fee is $400.00 and may be invoiced separately.
- Payment will not be made for bodies to be transported into or out of Jackson County with the following exceptions:
    - Transportation to/from the Medical Examiner's office (cost included in flat fee).
    - When the deceased qualifies for burial in a national cemetery. Veterans are entitled to burial in a national cemetery in accordance with 38CFR. The person or entity in control of the body should make reasonable effort to have a Veteran honorably buried by contacting the County Veterans Department, the National Cemetery Scheduling Office, or the regional office to the Department of Veterans Affairs.
- An order of cremation and a photocopy of the death certificate must accompany the request for payment from the funeral home.

- No additional charges may be sought from other sources for unclaimed cremations covered by the County.
- The funeral home must store cremains for up to 120 days in labeled containers. If unclaimed, cremains will be disposed of per Florida Statute 497.607(2).

E. RECOUPMENT OF EXPENSES:

If a family member or other party is identified within 120 days, they may claim the cremains by reimbursing the County for cremation costs and any shipping fees.

The County may pursue reimbursement through estate claims, liens, or other legal remedies, when appropriate.

AGENDA ITEM # 12102026-195
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Jim Dean, Administration**

SUBJECT: **Request: Ratification of Interim County Attorney Services Proposal previously executed by Chairman - Jim Dean, County Administrator**

Background: Nabors, Giblin & Nickerson, P.A. submission of its proposal to Jackson County Board of County Commissioners for Interim County Attorney Services previously executed by the Chairman.

Strategic Plan Goal: **Not Applicable**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: Board ratification of the Interim County Attorney Services Proposal previously executed by the Chairman.

PROPOSAL FOR INTERIM COUNTY ATTORNEY SERVICES FOR JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

Submitted by:

The Law Firm of Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070
Date: December 5, 2025

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TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

December 9, 2025

Via Email

Jim Dean, County Administrator
2864 Madison Street
Marianna, Florida 32448

Re: Proposal for Interim County Attorney Services – Flat Fee

Nabors, Giblin & Nickerson, P.A. ("NGN" or the "Firm") is pleased to submit its Proposal to Jackson County (the "County") for Interim County Attorney Services. The Firm has had the pleasure of serving as special counsel to Jackson County for several years and we look forward to assisting the County in this transition.

Historically, NGN was established in 1984 so that its principals could concentrate their practice upon the representation of local governments on a statewide basis. Consistent with this concept, NGN has developed into a full-service law firm focused on the representation of local governments. NGN currently represents local governments throughout the state on a broad range of government areas, including, but not limited to, public finance, general governmental law (including issues relating to the Public Records laws and Sunshine Law), litigation and appellate law, public utilities law, employment law, land use and real estate law, administration of grant programs and development of revenue generating programs. All of these areas have proven to be complementary to each other over the years. A listing of local government representation relationships is attached under Appendix "B", which addresses our experience.

NGN understands the complexity of the legal issues that local governments face in Florida and has, among its twenty-four lawyers, experience and expertise in all areas which impact local governments. Additionally, twelve of our twenty-eight lawyers previously or currently serve as county attorneys for various counties within the State of Florida or as city attorneys for Florida municipalities so there is a clear understanding of the role of the County

Attorney and the level of service required to effectively represent the Board, the County Manager, and the County's employees. The Firm currently represents Okaloosa County, Wakulla County, DeSoto County, and Jefferson County as County Attorney, and represents Levy County as interim County Attorney. Within the past several years, the Firm has also served as the interim county attorney for several counties, including Santa Rosa, Hendry, and Levy County. In sum, the firm represents over 100 Florida local governments in one capacity or another, whether as the primary government attorney, special counsel, litigation counsel, bond counsel or otherwise.

Legal services would be provided by Kerry Parsons (current Assistant County Attorney for Okaloosa County, former Citrus County Attorney), Heather Encinosa (current Wakulla County Attorney and interim Levy County Attorney), Evan Rosenthal (current Jefferson County Attorney), and Kirsten Mood (Assistant County Attorney for Wakulla, Jefferson, and Okaloosa). The Firm's other local government attorneys will be available to assist the County as needed.

We understand that to provide the broad scope of services necessary to effectively serve the needs of Jackson County, NGN will be required to provide a wide range of legal services to the County. These areas generally include: (1) general representation in local government law; (2) land development code and comprehensive plan issues, real estate and environmental matters; (3) litigation and appellate matters; (4) contracts and procurement; and (5) transactional and financial matters. NGN has the experience and expertise in all of these areas to allow it to provide these services to the County.

As NGN primarily limits its representation to governmental entities, we do not have the conflicts that often arise when a proposing firm also represents private interests. As a result, the Firm avoids conflicts such as representing the County in one matter and representing private parties with adversarial interests to the County in another. The Firm does currently serve as special counsel to the City of Marianna regarding an alternative revenue source, but we do not foresee any conflicts between this representation and the representation of the County.

As will be demonstrated in the attachments to this Proposal, NGN has the knowledge, experience and expertise in all areas necessary to serve Jackson County in its critical functions.

As a final matter, NGN is aware of the circumstances surrounding the termination of the former county attorney. As we discussed, the County is already represented in any legal issues

that may arise regarding the former county attorney and NGN will not represent the County in any of those matters.

If you have any questions, please feel free to reach out to me. If the terms of this engagement are satisfactory to the County, please execute below to indicate acceptance and serve as a notice to proceed.

Sincerely yours,

Heather J. Encinosa
Shareholder

Agreed to and accepted by:

By: _____
Jackson County, Florida

Date: 12/09/2025

PROFILE OF ATTORNEYS AND QUALIFICATIONS

The Firm believes that it is uniquely qualified to serve as interim legal counsel for the County. As Interim County Attorney, our mission would entail the following:

- **Protect the legal interests of Jackson County in all legal matters;**
- **Serve as the primary legal advisor to the County Commission and the County's departments;**
- **Provide quality and timely legal advice, representation, and opinions;**
- **Represent the County in litigation matters and ensure that those matters are handled in a professional, effective, and efficient manner; and**
- **Assist the County in the enforcement of County ordinances and policies and in the orderly performance of County business.**

Fulfilling this mission requires NGN to provide a wide range of legal services to the County in the following areas: general representation in local government law, including the representation of the Board at meetings and the preparation of all ordinances and resolutions as needed; providing direction on matters related to the application of the Sunshine Law, the Public Records laws and the Code of Ethics; preparing agreements and, if required, enforcing the rights of the County in contracts that it has entered; providing assistance in the procurement of goods and services; representing the County in matters related to the Comprehensive Plan and Land Development Code; representing the County in real estate transactions relating to the sale or purchase of property and other interests in land; representing the County's Planning Commission; advising County staff on code enforcement matters; providing assistance to the County relating to employment matters; handling matters relating to the regulation of utility service; providing assistance related to grants and ensuring that all State and Federal requirements for compliance are satisfied; providing guidance in the consideration of alternative revenue sources to fund the various County functions; representing the County in the all financial transactions, including matters relating to the issuance of debt, and representing the County in all litigation and appeals in which the County is a party.

As will be demonstrated in this proposal, NGN has the knowledge, experience and expertise to serve the County in all of these essential functions of the County. We welcome the opportunity to be considered for the provision of these services on behalf of Jackson County.

Summary of the Firm's Legal Experience

NGN has been representing counties, municipalities, special districts, and governmental authorities since the law firm was formed in 1984. One of the distinguishing characteristics of NGN is its extensive and exclusive representation of Florida local governments throughout its history. This broad practical experience in addressing the needs of numerous counties places our Firm in the unique position of being able to provide innovative solutions to the problems that may arise.

NGN has been included within the U.S. News and World Reports - Best Lawyers "Best Law Firms" rankings (Metropolitan Tier 1) for its Tallahassee office in the field of Municipal Law and for its Tampa office in the field of Public Finance Law each year beginning in 2015. Three of its attorneys have been selected as the "Best Lawyers in America", two in the designated area of "Public Finance" and one in the designated area of "Litigation-Municipal". Kirsten Mood is board-certified in local government law by the Florida Bar.

The members of the Firm have extensive experience in the representation of local governments and understand the needs of the Board and the variety of issues that they will likely address on behalf of the citizens of Jackson County. An essential part of this representation is the experience in preparation of ordinances, resolutions and policies. Below is a summary of the experience of the members of the Firm who have served as chief legal officer representing cities, counties, special districts and authorities.

- Numerous members of the Firm have served as current or former local government attorneys. These include Greg Stewart (County Attorney for Okaloosa County and Interim County Attorney for Santa Rosa County); Heather Encinosa (County Attorney for Wakulla County, Jefferson County, and Interim County Attorney for Levy County); George Nickerson (County Attorney for Alachua County and Interim County Attorney for Osceola County); Kerry Parsons (Deputy County Attorney for Okaloosa County and County Attorney for Citrus County); Lynn Hoshihara (County Attorney for Walton County and County Attorney for Okaloosa County); Edward Dion (City Attorney for the City of Sunny Isles Beach, County Attorney for Broward County, and Village Attorney for the Village of Biscayne Park); Evan Rosenthal (Jefferson County Attorney, Deputy County Attorney for Wakulla County and Deputy Interim County Attorney for Levy County); Valerie Vicente (DeSoto County Attorney, City Attorney for City of Doral, City Attorney for City of Sunny Isles Beach, and Senior Assistant City Attorney for the City of North Miami Beach); Brad Weissman (Village Attorney for the Village of Biscayne Park and Assistant City Attorney for the City of Fort Lauderdale); Alain Boileau (City Attorney for the City of Sunny Isles Beach and City Attorney for the City of Fort Lauderdale), Kirsten Mood (Assistant Blueprint Attorney, Leon County-City of Tallahassee Blueprint Intergovernmental Agency and

Assistant County Attorneys for Wakulla County, Jefferson County, and Okaloosa County); and Matt Shaud (Assistant County Attorney for Escambia County).

- Additionally, members of the Firm currently serve as the attorney for numerous local governmental entities, authorities and agencies, including the Florida Governmental Utility Authority (Heather Encinosa serves as General Utility Counsel); the Gulf Consortium (Lynn Hoshihara serves as General Counsel); the Highway 79 Corridor Authority (Evan Rosenthal serves as General Counsel); Florida Courts E-Filing Authority (Lynn Hoshihara serves as General Counsel); the Florida Local Government Investment Trust (Lynn Hoshihara serves as General Counsel); the Leon County Housing Finance Authority (Mark Mustian serves as General Counsel); and Florida Housing Finance Corporation (Junious Brown serves as Special Counsel).

- In addition to the representation of counties, cities, special districts and authorities as the chief legal counsel, the Firm's attorneys have extensive experience representing the various boards that operate as part of a county or city government. These include Code Enforcement Boards, Planning Commissions, Boards of Adjustment, Tourist Development Councils and Contractor Competency Boards.

- Attached as Appendix "A" are the resumes, affiliations, and certifications for the Firm's legal professionals that are being designated as the primary attorneys that would provide representation to Jackson County.

- Attached as Appendix "B" is a list of government entities represented by NGN. The counties the Firm currently represents are highlighted. The County is free to contact any of NGN's clients for a reference.

Apart from the representation of the governing bodies of various counties, cities, districts and boards, the members of NGN have extensive experience in all areas of county functions. This experience is summarized below.

Sunshine Law, Public Records and Ethics

We recognize the extreme importance of compliance with the Florida Sunshine and Public Records Laws and the Code of Ethics. Our Firm has vast experience in these areas. Our attorneys are often called upon to address issues relating to the application of these State law provisions and, in this role, NGN frequently advises numerous clients on compliance issues. Some of our experience in this area is summarized below.

- NGN has developed numerous public records policies and procedures to ensure compliance with the Public Records Act and the evolving requirements relating to

technological changes and social media. Such policies and procedures have been developed for numerous counties, including Nassau County, Wakulla County, Okaloosa County, Santa Rosa County, and St. Lucie County.

- Members of the Firm have also been retained to address specific issues that have arisen relating to compliance with the Florida Sunshine and Public Records Laws and the Code of Ethics. For example, we were retained by Collier County to represent it during investigations concerning allegations of unethical behavior brought against a member of the Board of County Commissioners. NGN also represented St. Johns County concerning compliance with the Florida Sunshine Law relating to the procedures utilized in the issuance of bonds. The Firm also served as counsel to the Ethics Subcommittee of the Broward County Charter Review Commission and provided legal advice regarding the Broward County Code of Ethics.

- NGN has also provided representation to counties in litigation relating to alleged violations of these statutory provisions. In this regard, we have represented Orange County, Okaloosa County and Nassau County in lawsuits alleging a violation of the Florida Sunshine or Public Records Laws. We have also represented various public officials before the Commission on Ethics relating alleged violations of the provisions of the Code of Ethics.

- Finally, Firm members have lectured extensively on the Florida Sunshine and Public Records Laws before government officials, attorneys and staff. Members of NGN also provide regular training for our clients and their various appointed and elected boards on public records laws, sunshine law, and applicable ethical laws.

Revenue Generation Programs

As Florida has grown, the need to provide the necessary infrastructure and public services to serve this growth has become a significant issue for counties and cities throughout the State. A County Attorney needs a thorough understanding of the requirements of Florida law for the implementation of revenue programs to aid in the funding of essential infrastructure and services. NGN is the preeminent law firm in the State of Florida in this area. We have extensive experience in the development and implementation of special assessments, impact fees, stormwater utility fees, franchise fees and user fees.

NGN has successfully developed and implemented special assessment programs for hundreds of local governments. These programs include assessments financing roads, water/wastewater, solid waste, fire rescue, stormwater, street lighting, neighborhood broadband infrastructure, and other functions. In addition to implementing special assessments for the provision of these essential services, the Firm has also been involved in the

use of assessments for the funding of infrastructure and redevelopment programs. Below is a summary of some of these engagements:

- NGN represented the Town of Palm Beach in the planning and implementation of the redevelopment and streetscape project for the retail and shopping area of Worth Avenue.

- NGN assisted the City of Coral Gables in implementing the redevelopment for Miracle Mile and Giralda Avenue.

- NGN represented the Town of Palm Beach in the implementation of an assessment program for the funding of a Town-wide undergrounding of utilities.

- NGN developed a special assessment program to finance redevelopment of an 11-mile portion of the U.S. 192 corridor in Osceola County.

- NGN represented Charlotte County in the creation of a special assessment program to help fund beach reconstruction and renourishment of a badly eroded beach on Manasota Key.

- NGN represented Wakulla County in developing a pioneering special assessment program to fund the provision of neighborhood broadband infrastructure pursuant to a citizen-led voluntary assessment process.

The Firm also has extensive experience in the implementation of impact fee programs to fund the cost of infrastructure required as a result of growth. The use of impact fees has substantially changed over the years due to the recent amendment to the Florida Impact Fee Act contained in Florida law. NGN is in the forefront of the State in the development of legally defensible methodologies to comply with these requirements.

A separate area of significant importance relating to alternative revenue sources is grant management. With the onset of COVID, the Federal government substantially increased the availability of Federal grant funding. With that increase, there have been significant monitoring requirements imposed by the Federal government. NGN has extensive experience in providing legal guidance on these requirements and the development of compliance policies and procedures. NGN routinely assists counties and cities with the legal aspects of federal and state grants, including ongoing HUD grants, FEMA grants, federal grants administered through the state, and project-specific Federal grants. We provided such services to the following counties and cities in grant administration: Sarasota County, Seminole County, Okaloosa County, Hernando County, Charlotte County, Santa Rosa County, Citrus County, Nassau County, Columbia County, Suwannee County, Levy County, Jackson County, Wakulla County, the Cities

of Hialeah, Gainesville, Coral Gables, Deerfield Beach, Fernandina Beach, Margate, North Lauderdale and Titusville.

Finally, the Firm has represented numerous counties and cities in litigation over the validity of special assessments, impact fees and other fees. Among the counties that we have represented in that capacity are Lee County, Sarasota County, Hillsborough County, Polk County, Orange County, Santa Rosa County, St. Lucie County, Palm Beach County, Leon County, Nassau County, Flagler County, Putnam County, Lake County, Seminole County, Volusia County and Columbia County. We have also represented numerous cities and towns relating to the validity of various revenue sources including the cities of Tallahassee, North Lauderdale, Pembroke Pines, Tamarac, Palm Bay and the Town of Palm Beach.

Land Use and Real Estate

NGN has a broad range of experience in all aspects of governmental land use issues. We have extensive experience in the development and defense of comprehensive plan and land development code provisions. We have also represented numerous governmental entities on specific issues relating to a particular development application and whether that proposed development is consistent with the comprehensive plan and land development code.

Apart from representing counties and cities in the approval process, NGN has represented numerous governmental entities in litigation relating to land use decisions. These claims include challenges to an adopted comprehensive plan provisions before the Division of Administrative Hearings, actions under a Petition for Certiorari challenging the actions of a Board on a development application, takings (inverse condemnation) claims and actions under the Bert J. Harris, Jr. Private Property Rights Protection Act. The Firm also has experience in actions where a governmental entity institutes eminent domain proceedings to acquire a particular property for a proposed public project. Among the counties that NGN has represented in land use litigation are: Leon County, Hillsborough County, Okaloosa County, Santa Rosa County, Walton County, Levy County, Jefferson County, Columbia County, Nassau County, St. Johns County, Flagler County, Putnam County, Lake County, St. Lucie County, Lee County, Manatee County, Polk County, Wakulla County, Marion County and Sarasota County.

NGN also has extensive experience representing governmental entities in real estate matters, including the acquisition, development and financing of real property for public financing projects. NGN represents local governments in commercial lending transactions, negotiating land use restriction agreements, mortgages, environmental indemnity agreements, credit agreements and other traditional lending documents.

Additionally, NGN has experience representing counties in code enforcement matters, including serving as counsel to code enforcement boards, serving as special magistrates for code enforcement matters, helping to develop and draft codes, serving as counsel during code enforcement hearings, and dealing with code enforcement violations and enforcement.

Municipal Finance Practice

NGN is one of the leading public finance firms in the State of Florida. The Firm regularly serves in the traditional roles of bond counsel, underwriter's counsel, disclosure counsel, special counsel, trustee's counsel, issuer's counsel and bank's counsel in a wide variety of tax-exempt and taxable governmental financings. NGN is also a leader in the market with respect to more non-traditional public finance areas such as derivatives, tax matters and public-private financings. The Firm has developed a reputation throughout the State of Florida for providing innovative solutions for complex financing problems. In 2024, NGN was ranked as the #5 Bond Counsel firm in the Southeast Region and the #2 Bond Counsel firm in Florida based on volume of bonds issued, as set forth in the August 22, 2024 edition of *The Bond Buyer.* The Firm has consistently been ranked among the top Florida public finance law firms.

Employment Law

As indicated above, NGN understands that the County currently contracts with a different firm to advise the County regarding labor and employment matters. NGN would be happy to continue this current arrangement and oversee such other firm's continued handling of labor and employment matters. Alternatively, NGN has a robust labor and employment practice and would be willing to step into this role as well.

The Firm has experience in addressing employment matters including claims relating to discrimination, sexual harassment, hostile work environment, claims under the Americans With Disabilities Act and Family and Medical Leave Act, Veterans' Preference claims, and whistleblower complaints. NGN provides representation to numerous governmental entities throughout the State of Florida on labor and employment issues, including matters in state and Federal courts and before the EEOC, the FCHR, and the FDVA. We have also assisted clients with the development and revision of Human Resources policies to ensure they are consistent and compliant with this constantly evolving area of the law.

Litigation and Appellate Law

NGN has an active litigation and appellate practice and represents governmental entities on a wide variety of issues. We have highlighted some of the Firm's litigation experience in the discussion of the other areas that the Firm provides. Ultimately, we have the ability to represent the County in any litigation matter that might arise.

Utilities

The Firm has experience in the regulation and provision of utility services. NGN represents the Florida Governmental Utility Authority, St. Johns County, Marion County,

Wakulla County, and the City of Sunrise on day-to-day operations, contracting, rate setting, development review, and connection policies. NGN provides legal guidance in the creation of government-owned water and wastewater utility systems, including situations in which a government has entered the utility business through acquisitions of investor-owned utilities. NGN has also assisted local governments in the regulation of privately-owned utilities operating within their borders. Finally, NGN possesses the expertise in the development and implementation of legally defensible water and wastewater developer agreements, refundable advance agreements, connection fees, special assessments and other techniques which may be used to grow a government's utility business.

Contracts and Procurement

NGN has demonstrated experience in all aspects of contract, procurement, and commercial law. The Firm has vast experience with the granting of franchises, licenses, and preparation of other contractual arrangements. For example, we recently assisted both Jackson County and Nassau County with solid waste franchise and licensing issues.

Further, NGN has extensive experience in the procurement process, from the adoption of procurement policies and procedures to handling bid disputes. The Firm has developed procurement policies and procedures for Wakulla County, Jefferson County, Lee County, Okaloosa County, Santa Rosa County, the Florida Governmental Utility Authority, the Highway 79 Corridor Authority, the Cedar Key Water and Sewer District, and the Gulf Consortium.

Economic Development

One aspect of legal services that the Firm has been actively involved in is economic development programs. Most local governments have programs to attract new businesses to their community. The Firm has been involved in numerous economic development programs around the state and is familiar with the various tools which are at counties' and cities' disposal with respect thereto, including public private partnerships. Among the governmental entities that we have provided economic development services for include Okaloosa County, Santa Rosa County, Hamilton County, Jackson County, Columbia County, Brevard County, St. Lucie County, Osceola County, Bay County, Indian River County, Alachua County, Wakulla County, City of Palm Bay, City of Bradenton, City of Palmetto, City of Fort Lauderdale and City of Panama City Beach.

Attorney Qualifications

Legal services would primarily be provided by Kerry Parsons (current Assistant Okaloosa County Attorney), Heather Encinosa (current Wakulla County Attorney and Levy Interim County Attorney), Evan Rosenthal (current Jefferson County Attorney), and Kirsten Mood (Assistant County Attorney for Wakulla, Jefferson, and Okaloosa). The Firm's other local government

attorneys will be available to assist the County as needed. The resumes, affiliations and certifications of the aforementioned Firm's attorneys are attached as Appendix "A".

Disbarments, Suspensions or Other Disciplinary Actions

No attorney from NGN has been disbarred, suspended or disciplined from the Florida Bar or any other organized bar associations.

ACCESSIBILITY AND RESPONSIVENESS

NGN maintains offices in Tallahassee, Tampa, and Plantation. Below are the addresses and contact information for the offices:

TALLAHASSEE OFFICE
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
850-224-4070 Tel.
850-224-4073 Fax

TAMPA OFFICE
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607
813-281-2222 Tel.
813-281-0129 Fax

PLANTATION OFFICE
8201 Peters Road, Suite 100
Plantation, Florida 33324
954-315-0268 Tel.

The Firm currently has 28 attorneys. The majority of the members of the Firm that will assist in providing services to Jackson County will be located in the Tallahassee office. The Office Hours of the Firm's Tallahassee Office are 8:30 a.m. – 5:00 p.m.

Response time to Inquiries: NGN recognizes that it is essential that when issues arise, members of the Board, the County Manager, and employees need direction and advice in a timely manner. Therefore, as part of the Firm's approach to the provision of legal services, all members of NGN will be available to assist the County as needed. The Firm prides itself on providing accurate and responsive information in a timely manner. Given that the individuals who will be primarily providing the services to the County have extensive experience, it is anticipated that most inquiries will be responded to immediately. In the event that some research or investigation is required, the attorney shall provide the person a time estimate as to when a response will be provided.

REFERENCES

1. **WAKULLA COUNTY**
   David Edwards, County Manager
   3093 Crawfordville Highway
   Crawfordville, Florida 32327
   Phone: (850) 926-0919, Ext. 702
   Email: dedwards@mywakulla.com

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2. **JEFFERSON COUNTY**
   Shannon Metty, County Manager
   445 W Palmer Mill Rd
   Monticello, FL 32344
   Phone: (850) 342-0223
   Email: smetty@jeffersoncounty.gov

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3. **OKALOOSA COUNTY**
   John Hofstad, County Manager
   1250 N. Eglin Parkway, Suite 102
   Shalimar, Florida 32579
   Phone: (850) 651-7515
   Email: jhofstad@co.okaloosa.fl.us

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4. **COLUMBIA COUNTY**
   David Kraus, County Manager
   35 NE Hernando Avenue, Suite 203
   Lake City, FL 32055
   Phone: 386-758-1005
   Email: david_kraus@columbiacountyfla.com

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5. **CITRUS COUNTY**
   Denise A. Dymond Lyn
   County Attorney
   110 N. Apopka Ave.
   Inverness, FL 34450
   Phone: (352) 341-6579
   Email: Denise.Lyn@citrusbocc.com

PROPOSED COST

The Firm will strive to provide top quality representation to the County at an economic price. To remove uncertainty as to the types of legal services included and provide ease of budgeting, the Firm proposes a lump sum monthly retainer arrangement with the County. Under this approach, NGN would be paid a monthly retainer in the amount of $8,000.00. This retainer would cover all general representation of the County. The scope of general representation provided would include the representation of the County Commission at regularly scheduled public meetings, the provision of legal advice and guidance to the County Commission, Planning Commission (as requested), the County Manager and County staff, and preparation of ordinances, resolutions, intergovernmental agreements and opinions, including the drafting and review of contracts.

The retainer amount includes the Firm's in-person attendance at all regularly scheduled County Commission meetings (second and fourth Tuesdays of each month) and participation in all county commissioner briefings (either in person or virtually). Additional in-person attendance at special meetings or for other matters is available upon request and will be billed at the hourly rates provided below.

The only exceptions from the retainer would be for the following:

A. Litigation in any State or Federal court, representation of the County before the Division of Administrative Hearings, Equal Employment Opportunity Commission, Florida Commission on Human Relations, Unemployment Compensation Commission, or other State, Federal or local administrative proceeding, would be compensated on an hourly basis at the following rates:

Partners/Of Counsel	$300.00	per hour
Associates	$275.00	per hour
Clerks/Paralegals	$100.00	per hour

B. Special Projects or activities which would require more than ten (10) hours of attorney time would be charged at the above hourly rates. Prior to commencing such Project, NGN would notify the County that the Special Project would exceed ten (10) hours. This would include matters which because of their nature would require an extraordinary amount of effort. Some examples of these would be a substantial revision of the Purchasing Manual or Land Development Code, the development and implementation of a special assessment program, or other revenue program or real estate transactions. Alternatively, compensation related to Special Projects could be negotiated on a project-by-project basis.

C. Municipal bond or bank financing, which would be negotiated on a transaction-by-transaction basis.

The Firm will not charge the County for time spent in travel to the County for attendance at any regularly scheduled County Commission meetings. Time spent in travel for attendance at special meetings or for other matters would be billed at half the above-described hourly rates. The Firm has teleconferencing and video conferencing technology and is also available to attend meetings remotely upon request.

The Firm will be reimbursed for travel expenses incurred in connection with any travel to the County in conformity with Chapter 112, Florida Statutes. The Firm will also be reimbursed for actual costs incurred in the provision of legal services including, but not limited to, filing fees, depositions, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight delivery charges, copy and fax costs, long distance telephone costs, and other charges incurred in providing services to the County.

NG&N shall provide a monthly statement of legal services rendered and costs incurred and an invoice for the monthly retainer due, which will be prorated for any partial months of service.

RECORDS AND REQUIRED ATTESTATIONS

If, under this engagement, NG&N is providing services and is acting on behalf of County as provided under section 119.011(2), Florida Statutes, NG&N, shall:

A. Keep and maintain public records required by the County to perform the service;

B. Upon request from County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if NG&N does not transfer the records to the County; and,

D. Upon completion of the Agreement, transfer, at no cost, to the County, all public records in possession of NG&N or keep and maintain public records required by the County to perform the service. If NG&N transfers all public records to the County upon completion of the Agreement, NG&N shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NG&N keeps and maintains public records upon completion of the Agreement, NG&N shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

If NG&N fails to provide the public records to the County within a reasonable time or otherwise fails to comply with this section, NG&N may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by County.

IF NG&N HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NG&N'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE RECORDS CUSTODIAN, JACKSON COUNTY, FLORIDA, 2864 MADISON STREET MARIANNA, FLORIDA 32448, (850) 482-9633, OR PUBLICRECORDSREQUEST@JACKSONCOUNTYFL.GOV.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of NG&N must attest under the penalty of perjury that NG&N does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit will be provided upon notice to proceed from the County.

TERM AND TERMINATION

The term of this Agreement shall commence on the date of execution by the County and continue until terminated pursuant to the provisions below.

The County or NGN may terminate this Agreement without cause by giving written notice to the other of its intent to terminate this Agreement. Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from NGN to its successor. In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify NGN of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause. The rights, duties and responsibilities of NGN shall continue in full force during the period of notice of termination set forth herein.

If the Agreement is terminated by the County or NGN as provided herein, NGN will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.

INDEPENDENT CONTRACTOR

NGN is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided

herein shall at all times, and in all places, be subject to the NGN's sole discretion, supervision, and control. NGN does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

OUTSIDE COUNSEL AND EXPERTS

From time to time, the County may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, NGN shall have the authority to use or retain on behalf of the County such additional experts or counsel that it deems necessary to implement the related objectives and programs of the County. Such retention shall be subject to the approval of the County Administrator. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by NGN and, upon approval, submitted to the County Administrator and/or the Board for payment, as appropriate.

CONTRACT ADMINISTRATION

NGN shall accept direction from the Board; however, for ease and convenience of administration, the County hereby also designates its County Administrator to provide policy direction and instructions to NGN in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the Board. NGN shall be entitled to reasonably rely upon direction received from the County Administrator.

APPENDIX A
RESUMES, AFFILIATIONS, AND CERTIFICATIONS FOR LEGAL PROFESSIONALS DESIGNATED AS PRIMARY ATTORNEYS

KERRY PARSONS

Kerry A. Parsons | Shareholder | kparsons@ngnlaw.com
1500 Mahan Drive, Suite 200 | Tallahassee, Florida 32308
850-224-4070 Tel. | 850-224-4073 Fax

Ms. Parsons is a 2008 cum laude graduate of Suffolk University with a bachelor's degree in Government and a 2011 graduate of Florida Coastal School of Law. Ms. Parsons joined the Firm in 2015 where she concentrates her practice in the areas of ligation and appellate law. Prior to joining the Firm, Ms. Parsons served as Citrus County Attorney from 2013 through 2014 and as Citrus County Assistant County Attorney from 2011 through 2013. Ms. Parsons now serves as the Chief Deputy County Attorney for Okaloosa County.

- Member of the Firm's Litigation and Appellate Law, General Governmental, Real Property and Grants practice areas.
- Represents clients before all state courts of the State of Florida, the United States District Court for the Middle, Northern and Southern Districts of Florida, the United States District Court for the District of Columbia, the Eleventh Circuit Court of Appeals and the United States Supreme Court.
- Provides general representation to clients on general governmental matters, real property matters, grants and procurement matters, tax and finance matters and land use issues.
- Agent of Old Republic National Title Insurance Company, qualified to issue title insurance commitments and policies and assist clients with real estate transactions and closings.
- Provides a training program to local government staff related to Federal Grant Procurements, Contracts and Reporting.

Prior Professional Experience

- County Attorney for Citrus County, Florida, 2013-2014.
- Port Authority Counsel for Citrus County, Florida 2013-2014.
- Assistant County Attorney for Citrus County, Florida, 2011-2013.

Professional, Civic & Community Involvement

- The Florida Bar, Member.
- Admitted to practice in all courts of the State of Florida, the District of Columbia, the United States District Court for the Northern, Middle and Southern Districts of Florida, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court.
- Member of the Environmental and Land Use Law; and City, County and Local Government Law, and Real Property Probate Law Sections of the Florida Bar.
- The Florida Bar Eminent Domain Committee, Member 2020-21.
- The Florida Bar Continuing Legal Education Committee, Member 2020- June 2023.
- The District of Columbia Bar, Member.
- Florida Municipal Attorneys Association, Member.
- Committee member of the Florida Association of County Attorney's Finance & Taxation Committee (2016-present) (Vice Chair 2023).
- Committee member of the Florida Association of County Attorney's Amicus Committee (2023–present).
- Speaker for Florida Association of County Attorneys, Florida Association of Counties Small County Coalition and Florida Bar Public Finance Seminar, and Florida Municipal Attorneys Association.

Education

- J.D., Florida Coastal School of Law, pro bono honors, 2011.
- B.S., Suffolk University, cum laude, 2008.

Areas of Practice

- Litigation and Appellate Law
- Land Use and Real Estate Law
- Local Government Law
- Federal Grants

HEATHER J. ENCINOSA

Heather J. Encinosa | Shareholder | hencinosa@ngnlaw.com
1500 Mahan Drive, Suite 200 | Tallahassee, Florida 32308
850-224-4070 Tel. | 850-224-4073 Fax

Ms. Encinosa has dedicated her entire legal career to representing counties, cities, and other local government entities in the State of Florida. Ms. Encinosa is a 1996 graduate of the American University's Washington College of Law (summa cum laude) and a 1993 graduate of the University of Missouri (summa cum laude). Ms. Encinosa has been a member of the Florida Bar since 1997 when she joined NG&N. Ms. Encinosa is a member of the City, County, and Local Government Law Section of the Florida Bar.

Her practice includes representation of local governments on a variety of issues, including the review and negotiation of transactional documents, municipal and county home rule, constitutional and statutory interpretation, public utilities and governmental finance and tax matters.

Specifically, Ms. Encinosa serves as Wakulla County Attorney and interim County Attorney to Levy County. Ms. Encinosa is the former Jefferson County Attorney, having transitioned this client to Mr. Evan Rosenthal. In this capacity, Ms. Encinosa represents the counties in the following practice areas: contracts and torts, procurement and purchasing, constitutional law, employment and labor, public law, litigation and appellate, administrative, finance, land use, planning and environmental, real estate and legislative. Ms. Encinosa also serves as lead counsel to the Florida Governmental Utility Authority ("FGUA"), where she provides on-going representation and advice to this governmental authority.

Ms. Encinosa serves several local governments in a special counsel capacity, touching upon all aspects of local government law. Ms. Encinosa has drafted numerous ordinances, resolutions, opinion letters, and contracts on behalf of her local government clients.

Ms. Encinosa is a frequent speaker before The Florida Bar's annual County, City, and Local Government Law section certification review course, the Florida Association of County Attorneys, the Florida Association of Counties, the Florida Government Finance Officers Association, and at NG&N's seminar on local government finance.

- Serves as county attorney to Wakulla County, Florida.
- Served as county attorney to Jefferson County, Florida.
- Serves as interim county attorney to Levy County, Florida.
- Provides ongoing, day-to-day and special representation to local governments and public utility clients.
- Represents counties and municipalities in the development, structure, and implementation of special assessment programs for services and capital facilities.
- Represents counties, municipalities, and school districts in the development, structure, and implementation of impact fees for various growth-related capital improvements, such as schools, transportation, parks and recreational facilities, fire, EMS, and libraries
- Assists clients with local government, constitutional, land use, home rule, public records, Sunshine law, and finance and tax issues.

Professional, Civic & Community Involvement

- The Florida Bar, Member.
- The Florida Bar: City, County and Local Government Law Section, Member.

- The Florida Bar Journal/News Editorial Board, Member.
- Speaker for Florida Association of County Attorneys, Florida Association of Counties Small County Coalition and Florida Government Finance Officers Association.
- Tallahassee Families with Asian Children Leadership Council, Past Chairman.
- Friends of Wakulla Springs, Board of Directors, Past Member.
- Girl Scouts of America Volunteer.
- Democratic Women's Club of Leon County, Past President.
- Florida Association of County Attorneys Friend Award recipient, 2019.
- Tallahassee Community Remembrance Project, Member.
- League of Women Voters, Education Committee.

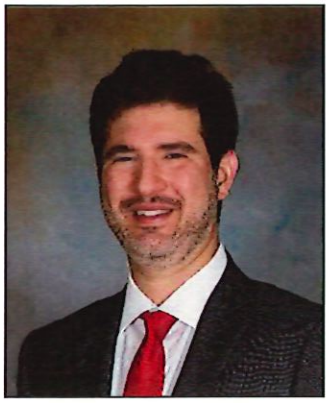
Education

- J.D., *summa cum laude*, The American University, Washington College of Law, 1996.
- B.J., *summa cum laude*, The University of Missouri, 1993.

Areas of Practice

- Local Government Law
- Public Utilities Law
- Special Project Financing
- Land Use and Real Estate Law
- Litigation and Appellate Law
- Federal Grants

EVAN J. ROSENTHAL



Evan J. Rosenthal | Shareholder | erosenthal@ngnlaw.com
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850-224-4070 Tel. | 850-224-4073 Fax

Mr. Rosenthal is a 2008 graduate of the University of Florida with a degree in History and a 2013 cum laude graduate of the Florida State University College of Law. Mr. Rosenthal received a certificate in environmental and land use law with high honors and was an editor for the Florida State University Law Review as well as a member of the Florida State University Journal of Land Use and Environmental Law.

As a member of the Firm, Mr. Rosenthal's practice focuses on a wide range of matters connected to local governments, including land use and environmental law, public-private partnerships, real estate law, public utilities law, state and federal grants, special districts, procurement, sunshine law and public records, special assessments, and finance and tax issues. Mr. Rosenthal currently serves as:

- Jefferson County Attorney
- Deputy Wakulla County Attorney
- Taylor County Planning Board Attorney
- General Counsel to the Cedar Key Water and Sewer District
- General Counsel to the Highway 79 Corridor Authority
- Deputy General Counsel to the Gulf Consortium
- Special Counsel to numerous other counties, cities, and special districts

Professional, Civic & Community Involvement

- The Florida Bar, Member.
- Florida House of Representatives Legislative Intern, Class of 2012.
- Committee member of the Florida Association of County Attorney's Finance & Taxation Committee.
- Member of the Environmental and Land Use Law; and City, County and Local Government Law Sections of the Florida Bar.

Education

- J.D., Florida State University, College of Law, *cum laude*, 2013.
  - Certificate in Environmental and Land Use Law, *magna cum laude*.
  - Florida State University Law Review Vol. 40, Article Editor.
  - Journal of Land Use and Environmental Law, Member.
  - Book Awards in Administrative Law, Environmental Law, and Emerging Issues in Energy Law.
- B.A. University of Florida, 2008.

Publications

- *Letting the Sunshine In: Protecting Residential Access to Solar Energy in Common Interest Developments*, 40 Fl. St. L. Rev. 995 (2013).
- *The Trend is Your Friend: Embracing and Incentivizing the Private Sector's Shift Toward Climate Consciousness*, 12 Fla. St. U. B. Rev. 175 (2013).
- *Rethinking Minimum Parking Requirements*, 5 ABA-SEER Smart Growth & Green Building Committee Newsletter 6, June 2012.

Areas of Practice

- Local Government Law
- Land Use and Real Estate Law
- Litigation and Appellate Law
- Public Utilities Law
- Public Finance

KIRSTEN H. MOOD

Kirsten H. Mood | Associate | kmood@ngnlaw.com
1500 Mahan Drive, Suite 200 | Tallahassee, Florida 32308
850-224-4070 Tel. | 850-224-4073 Fax

Ms. Mood is a graduate of Stanford University and a graduate of the Florida State University College of Law. Ms. Mood joined the firm in 2021 and focuses her practice in the areas of general governmental and litigation. Prior to joining the firm, Ms. Mood served as Assistant Blueprint Attorney for the Leon County – City of Tallahassee Blueprint Intergovernmental Agency and as Senior Staff Attorney to Justice Peggy A. Quince. Ms. Mood is a member of Leadership Tallahassee Class 39, Tallahassee Women Lawyers, Tallahassee Barristers, and the Florida Supreme Court Historical Society. Ms. Mood also serves on the Board of Directors for Beyond the Pantry.

Prior Professional Experience

- Assistant Blueprint Attorney, Leon County – City of Tallahassee Blueprint Intergovernmental Agency, 2018-2021.
- Senior Staff Attorney to Justice Peggy A. Quince, Florida Supreme Court, 2015-2018.

Professional, Civic & Community Involvement

- The Florida Bar, Member
- The Florida Bar City, County and Local Government Law and Young Lawyers Sections, Member.
- The Florida Bar Continuing Legal Education Committee, Young Lawyers Section Representative, 2015-2018
- The Florida Bar Eminent Domain Committee, Member 2019-2020
- Florida Association for Women Lawyers, Member
- Tallahassee Women Lawyers, Member
- Florida Supreme Court Historical Society, Member
- Tallahassee Barristers, Member
- Leadership Tallahassee, Member, Class 39
- Beyond the Pantry, Board Member

Education

- J.D., Florida State University College of Law
- B.A., Stanford University

Areas of Practice

- Litigation and Appellate Law
- Local Government Law

APPENDIX B
GOVERNMENT ENTITIES REPRESENTED BY THE FIRM

The following are governmental entities for which we currently provide legal services.* (footnotes follow the list)

Alachua, City of (2)(4)
Alachua County (1)(2)(5)
Alachua County School Bd. (1)
Altamonte Springs, City of (1)
Alford, Town of (2)
Apalachicola, City of (2)
Apopka, City of (4)
Auburndale, City of (1)
Bay County (1)(2)(3)(5)
Biscayne Park, Village of (2)
Bonifay, City of (2)
Bonita Springs, City of (1)
Bradenton, City of (1)
Brevard County (1)(5)
Bronson, Town of (2)
Broward County (1)
Broward County School Bd. (1)
Cape Coral, City of (1)(2)(5)
Caryville, Town of (1)
Charlotte County (1)(3)(5)
Charlotte County School Bd. (1)(5)
Chipley, City of (1)
Citrus County (2)(3)(5)
Clay County (1)(2)(5)
Clearwater, City of (1)(2)
Cocoa Beach, City of (4)
Collier County (1)(2)(5)
Collier County School Bd.(1)
Columbia County (1)(2)(5)
Columbia County School Bd. (1)
Coral Gables, City of (1)
Crystal River, City of (2)
Dania Beach, City of (2)
Davie, Town of (2)
DeSoto County (2)(4)
Dixie County (4)
Doral, City of (2)
Escambia County (1)(2)(5)
Estero, Village of (2)
Flagler County (1)(4)(5)
Flagler County School Bd. (1)
Florida Governmental Utility Auth. (1)(2)(3)(5)
Fort Lauderdale, City of (2)
Fort Myers, City of (1)(2)
Fort Walton Beach, City of (1)
Fort White, Town of (2)
Franklin County School Bd. (1)
Gadsden County (1)(2)(3)(4)(5)
Gainesville, City of (2)(5)
Glades County (4)
Grand Ridge, Town of (1)
Green Cove Springs, City of (2)
Groveland, City of (1)
Gulf County (1)(5)
Hallandale Beach, City of (2)
Hamilton County (4)
Hendry County (1)(2)(5)
Hernando County (1)
Hernando County School Bd. (1)(5)
Hialeah, City of (2)
Highlands County School Bd. (1)
Hillsboro Beach, Town of (2)
Hillsborough County (1)(2)(5)
Hillsborough County School Bd. (1)
Horseshoe Beach, Town of (1)
Indian River County (1)(3)(4)(5)
Indian River Co. School Dist. (1)
Inglis, Town of (2)
Islamorada, Village of (2)
Jackson County (2)(5)
Jackson County School Dist. (1)
Jacksonville, City of (2)
Jacksonville Beach, City of (5)
Jay, Town of (1)
Jefferson County (1)(2)(4)(5)
Lady Lake, Town of (1)
LaBelle, City of (1)
Lafayette County (5)
Lake Butler, City of (4)
Lake County (1)(2)(5)
Lauderhill, City of (2)(4)(5)
Lee County (1)(5)
Lee County Schools (1)(5)
Leon County (1)(5)
Leon County School Bd.(1)(5)
Levy County (1)(2)(4)(5)
Longwood, City of (2)
Lynn Haven, City of (1)
Madeira Beach, City of (2)
Madison, City of (1)
Malone, Town of (1)(5)
Manatee County (1)
Manatee County School Bd. (1)(5)
Margate, City of (2)
Marion County (1)(2)(5)
Marion County School Bd. (2)
Martin County (2)
Martin County School Bd. (1)
Melbourne, City of (1) (4)
Miami Beach, City of (2)
Miami-Dade County (1)(2)
Miami-Dade Schools (1)
Miramar, City of (1)(2)
Monroe County (1)(5)
Monroe County School Bd. (1)
Mount Dora, City of (1)
Nassau County (1)(2)(5)
Nassau County School Dist. (2)
Neptune Beach, City of (2)
Newberry, City of (1)(2)
New Smyrna Beach, City of (1)
North Miami Beach, City of (1)(2)
North Port, City of (1)(2)(5)
Okaloosa County (1)(2)(4)(5)
Okeechobee County (2)(5)
Orange City, City of (2)
Orange County (2)(1)(5)
Osceola County (1)(2)(5)
Palm Bay, City of (1)(2)
Palm Beach, Town of (2)
Palm Beach County (1)(4)(5)
Palm Beach Co. School Bd. (1)
Palm Beach Gardens (2)
Panama City, City of (1)
Palm Coast, City of (1)
Palmetto, City of (1)
Parkland, City of (2)
Pembroke Park, Town of (2)
Pasco County School Dist. (1)
Pensacola, City of (2)
Pinecrest, Village of (3)(5)
Pinellas County (1)(2)
Pinellas County School Bd. (1)
Plantation, City of (2)

Polk County (2)(5)
Polk County School Bd. (1)(5)
Pompano Beach, City of (4)
Port St. Lucie, City of (1)
Punta Gorda, City of 2)
Putnam County (1)(2)(5)
Putnam County School Dist. (1)
St. Augustine, City of (2)
St. Johns County (1)(3)(4)(5)
St. Johns County School Bd. (1)
St. Lucie County (1)(4)(5)
St. Lucie County School Bd. (1)
St. Lucie Village, Town of (2)
St. Pete Beach, City of (1)
Santa Rosa County (2)(5)
Santa Rosa County School Dist. (2)
Sarasota County (2)(5)
Sarasota County School Bd. (1)(5)
Sebring, City of (2)
Seminole County (1)(5)
Seminole County School Bd. (1)(5)
South Miami, City of (4)
Starke, City of (1)
Sumter County School Dist. (1)
Sunny Isles Beach, City of (2)(5)
Sunrise, City of (3)(4)
Suwannee County (1)(2)(4)
Tallahassee, City of (2)(4)(5)
Tampa, City of (1)(2)
Tampa Bay Water (1)
Tequesta, Village of (1)
Titusville, City of (1)
Venice, City of (4)
Vero Beach, City of (1)
Wakulla County (1)(2)(5)
Walton County (1)(4)(5)
Walton Manors, City of (5)
Washington County (2)(5)
Wausau, Town of (1)
White Springs, Town of (1)
Wilton Manors, City of (2)(4)
Winter Garden, City of (1)(2)
Winter Haven, City of (1)
Winter Springs, City of (2)(5)

*Excludes various industrial development authorities, health facilities authorities, education facilities authorities, housing finance authorities and community development districts.

(1) Finance representation
(2) General government representation
(3) Utility representation
(4) Miscellaneous
(5) Litigation

AGENDA ITEM # 12102026-196
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Jim Dean, Administration**

SUBJECT: **Request: Ratification of the Issuer's Counsel Opinion Letter from Nabors, Giblin and Nickerson, P.A. Attorneys at Law previously executed by the Chairman - Jim Dean, County Administrator**

Background: Nabors, Giblin and Nickerson, P. A. Attorneys at Law- Issuer's Counsel Opinion engagement letter as required in connection to the loan by the Florida Local Government Finance Commission to Jackson County to finance the purchase of various motor graders.

Strategic Plan Goal: **Not Applicable**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: The Board's ratification of the Issuer's Counsel Opinion Letter previously authorized and executed by the Chairman.

TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

Nabors Giblin & Nickerson P.A.
ATTORNEYS AT LAW

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

December 9, 2025

Jim Dean, County Administrator
2864 Madison Street
Marianna, Florida 32448

Re: Issuer's Counsel Opinion

Dear Mr. Dean:

Pursuant to your request, this engagement letter will outline the terms and conditions for Nabors, Giblin & Nickerson P.A. ("NG&N") to serve as issuer's counsel and provide all necessary due diligence, review, and issuance of the required opinion in connection with a loan in the principal amount of $1,650,000 (the "Loan") by the Florida Local Government Finance Commission (the "Commission") to the County to finance the costs of the purchase of various motor graders.

For the professional services and specialized legal assistance, NG&N will be paid a lump sum fee of $5,000.00, payable upon closing of the Loan out of Loan proceeds. NG&N will prioritize the provision of these services in order to attempt to meet the County's current closing schedule (closing est. December 10, 2025), but if the closing needs to be delayed to provide adequate time for NG&N to perform its due diligence then we will promptly notify you and work diligently to conclude our services hereunder by the end of December 2025.

It is proposed that Kerry Parsons and I will provide these services to the County on behalf of NG&N, but other members of our firm with special expertise will also be available to the County upon request.

If, under this engagement, NG&N is providing services and is acting on behalf of County as provided under section 119.011(2), Florida Statutes, NG&N, shall:

A. Keep and maintain public records required by the County to perform the service;
B. Upon request from County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if NG&N does not transfer the records to the County; and,

D. Upon completion of the Agreement, transfer, at no cost, to the County, all public records in possession of NG&N or keep and maintain public records required by the County to perform the service. If NG&N transfers all public records to the County upon completion of the Agreement, NG&N shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NG&N keeps and maintains public records upon completion of the Agreement, NG&N shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

If NG&N fails to provide the public records to the County within a reasonable time or otherwise fails to comply with this section, NG&N may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of the Agreement by County.

IF NG&N HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NG&N'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE RECORDS CUSTODIAN, JACKSON COUNTY, FLORIDA, 2864 MADISON STREET MARIANNA, FLORIDA 32448, (850) 482-9633, OR PUBLICRECORDSREQUEST@JACKSONCOUNTYFL.GOV.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of NG&N must attest under the penalty of perjury that NG&N does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit will be provided upon notice to proceed from the County.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of NG&N must attest under the penalty of perjury that NG&N does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit will be provided upon acceptance and execution of this engagement letter by the County.

We appreciate your consideration of our firms for representation in this matter. Should any additional information be required, please feel free to contact me.

Best regards,

Heather J. Encinosa

Agreed to and accepted by:

By: _____
Jackson County, Florida

Date: 12/09/2025

AGENDA ITEM # 12112026-203
AGENDA DATE: 12/17/2025

TO: **The Honorable Chairperson and Board of County Commissioners**

FROM: **Jim Dean, Administration**

SUBJECT: **Request: Board approval of Agreement with CHROME Ministries for the Purchase of Cottage located at 2659 Hope Lane, Marianna**
-
Jim Dean, County Administrator

Background: The New Orleans Mission (CHROME) has approached the County with the desire to purchase the Cottage located at 2659 Hope Lane for $40,000.00. This item is to approve the agreement for the sale of the Cottage. This agreement includes the right of first refusal back to the County in the event that they wish to sell the property in the future.

Strategic Plan Goal: **Healthy & Safe Communities**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Administration**

Reviewed By: **Jennifer Collins**
Jennifer Collins
Lynsey Darragh
Jim Dean

Recommendation: **Accept**

Potential Motion: I move to approve Chrome Ministries to purchase the cottage located at 2659 Hope Lane and authorize the Chairman to sign.

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT made by and between **Jackson County Board of County Commissioners**, of 2864 Madison Street, Marianna, Florida, 32448 (hereinafter called "Seller") and **Patrick S. Brackley,** 870 South Corniche Du Lac, Covington, LA 70433, **and Mark Hearing**, 1200 Diamond Point Circle, Tuscaloosa, AL, 35406 (hereinafter called "Purchaser");

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the mutual covenants hereinafter set forth, and in consideration of the sum of **$40,000.00**, and other good and valuable considerations, Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the rea property located in Jackson County, Florida, more particularly described as follows:

> The newly created Parcel 1 indicated on **Exhibit "A:"** attached and made a part hereof; All references in the Contract to property shall mean **Newly Created Parcl 1** identified on Exhibit "A", and bearing Municipal No. 2659 Hope Lane, Marianna, Florida.

Terms and Conditions:

1. The full purchase price for the above described is **$40,000.00**, payable in cash at closing.

2. The parties hereby designate Fuqua & Milton, P.A., located at 4450 Lafayette Street, Marianna, FL, 32446, as the Closing Agent for the transaction contemplated by this Agreement. The Closing Agent shall be responsible for conducting the closing, holding and disbursing funds, and performing such other duties as are customary and appropriate for a closing agent in a real estate transaction of this nature. The Closing Fee shall be split equally between the parties.

3. The Seller represents and warrants that Seller is the owner of, or prior to the closing will acquire ownership of, the fee simple title to the property, and agrees to convey fee simple title to the Property to the Purchaser by Statutory Warranty Deed.

4. Within fifteen (15) days of execution of this Agreement, the Purchaser will obtain at Purchaser's expense, evidence of title in the form of a title insurance binder issued by a title insurer acceptable to the Purchaser, agreeing to issue to the Purchaser, upon recording of the Statutory Warranty Deed, a title insurance policy in the amount of the purchase price, insuring the title of Purchaser to the real property, excepting only unpaid taxes and assessments for the current year, and such standard conditions and exceptions as usually are printed in policies issued by that title insurer. If evidence of title shall not meet the requirements above specified, then the Purchaser shall so notify the Seller in writing within five (5) days after the delivery of the title insurance commitment specifying all defects and objections, and the Seller shall have a reasonable period of time not to exceed 120 days to cure said defects and objections to the title, and will in good faith exercise due diligence to do so within said period of time. If the defects are not cured after such diligence, the Purchaser shall have the right to require the Seller to specifically perform this contract or Purchaser may:
   A. Accept the title of the Seller notwithstanding the defects and close this transaction in accordance with its terms and conditions; or
   B. Terminate this contract, and in such event all sums of money paid by the Purchaser and held in escrow to bind this Agreement shall be refunded to Purchaser and this contract shall be terminated.

Seller Initials _____ Purchaser(s) Initials _____

5. The Purchaser will pay for the cost of recording the warranty Deed of conveyance. The Seller will pay for and affix to the Warranty Deed the requisite amount of documentary stamps. The Seller will also pay all costs in connection with the clearing of any defects in the title to the property, if any. Each party shall be responsible for paying their respective attorneys fees for representation herein.

6. Existing liens, except ad valorem tax liens for the current year, shall be satisfied as of the date of closing unless otherwise agreed upon between the parties and the Purchaser shall be put into possession of the property at the time of closing.

7. The parties acknowledge that no services have been performed by a broker or realtor in connection with this transaction and no brokerage or realtor's fees or commissions are due in connection with this transaction.

8. The Purchaser shall, during the term of this contract, and for a period not to exceed 90 days from the effective date, have the right and privilege to enter the property to make inspection thereof and to make tests, survey, environmental audits, soil borings, compaction tests and such other analysis as the purchaser deems desirable to determine the uses to which said property may be put, so long as such inspection and tests do not materially injure the property and do not interfere with the business operations or quiet enjoyment of the property by the Seller. In the event that thee tests, survey, environmental audits, soil borings, compaction tests and other analyses, reveal a condition or defect that would (i) impair the marketability of the property should the Purchaser sell the property in the future, or (ii) impair the insurability of the premises, or (iii) would give rise to any liability for remediation, penalties, clean-up or any other action provided by Title 42, USC Chapter 103, commonly known as the Comprehensive Environment Response, Compensation and Liability Act, or (iv) would impair, delay or increase the costs of obtaining abuilding permit or certificate of occupancy, then and in that event, the Purchaser may exercise any one of the following:
   a. The Purchaser may elect to cancel this Agreement and obtain the return of all monies paid as down payment or binder; or
   b. The Purchaser may, if in its sole discretion it deems the condition or defect to be of a minor nature, elect to proceed with the closing of this Agreement and purchase the subject real property in which event the Purchaser shall be deemed to have waived any such conditions or defects.

   In exercising this right of entry and inspection, Purchaser assumes all risk of loss associated with such entry and agrees to defend, indemnify and hold Seller harmless from and against any claim or expense resulting from ay damage, injury or death arising from the acts or omissions of Purchaser or its agents. The Purchaser agrees to do no act which would encumber title to the Property.

9. The Purchaser may arrange for a survey of the premises at the Purchaser's expense and shall cause the survey to be certified to the Purchaser and the title insurance company.

10. Time is expressly declared to be the essence of this Agreement.

11. The rights, powers and options granted the parties hereto under the terms of this Agreement are in addition to, and not to be deemed restrictive of, those otherwise provided by law.

Seller Initials _____ Purchaser(s) Initials _____

12. The waiver of any breach of any of the provisions of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or of another provision of this Agreement.

13. The Seller and the Purchaser each represent to one another that they have not relied on any information, advice or actions of the other or the other's attorney. Each party has completely read and fully understands the terms and provisions of this Agreement and believes that the terms and provisions hereof are in the best interest of each party.

14. Regardless of which party, or which part's attorney, prepared or substantially prepared this Agreement, in the event of any action, proceeding, trial or hearing at which the construction of this Agreement or any terms thereof may be an issue, no presumption shall apply by which this Agreement shall be construed against each party.

15. Each of the parties acknowledges and agrees that (i) this Agreement sets forth all of their rights and obligations with respect to each other's property (ii) this Agreement provides fair and reasonable provisions for each of the parties, (iii) each of them has a satisfactory understanding of their rights based on a full disclosure of all relevant circumstances, (iv) each party has given careful and mature thought to the making of this Agreement and to its specific terms; (v)each party enters into this Agreement intending to be bound by it; and (vi) each party has entered into this Agreement feely and voluntarily. Each party shall, without additional consideration, execute any instruments or documents at any time requested by the other party that are reasonably necessary or proper to effectuate this Agreement.

16. This Agreement constitutes the entire agreement between the parties, and no prior or present agreements or representations not contained herein shall be binding upon any of the parties. No change, amendment or modification hereof shall be effective, valid, or binding upon the parties unless reduced to writing and signed by the parties to be bound thereby.

17. This Agreement shall be governed by the laws of the State of Florida.

18. Any notices required by this Agreement shall be given by personal delivery, regular mail, or certified mail to the parties at their respective addresses as stated hereinabove. Any notice given in the manner specified in this paragraph by or to the attorney for either party shall be as binding and effective as if given by or to a part and any notice mailed shall be effective upon the same date and time of its postmark.

19. This contract shall not be assignable by either party without written permission of the other party. The covenants herein contained shall be binding upon and shall insure to the benefit of the respective heirs, representatives, successors and assigns, if any, of the parties hereto. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

20. Right of First Refusal: In the event that the Purchaser receives a bona fide offer from a third party to purchase the Property, which the Purchaser desires to accept, the Purchaser shall promptly provide the Seller with written notice of such offer, including all material terms and conditions. The Seller shall have the right of first refusal to repurchase the Property for the original sales price paid by the Purchaser, under the same terms and conditions as contained in the third-party offer, except as otherwise provided herein. The Seller must exercise this right by providing written notice to the Purchaser within thirty (30) days of

receipt of the Purchaser's notice of the third-party offer. If the Seller exercises this right within the specified period, the parties shall proceed to closing under the terms of this Agreement. If the Seller does not exercise this right within the specified period, the Purchaser shall be free to proceed with the sale of the Property to the third party under the terms of the offer. This right of first refusal shall survive the closing of this transaction, shall be incorporated into the instrument of title, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

21. In the event of default by either party under the terms of this Agreement, the defaulting party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Agreement, including attorney's fees and costs. Specifically, should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of the parties in relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees, costs, expenses, and out of pocket disbursements, incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion.

22. The Seller and the Purchaser waive any and all rights to trial by jury of all legal and equitable issues that may arise out of or in connection with this Agreement and all discussions, negotiations, event, and transactions related thereto. The Seller and the Purchaser further agree that nay claim, counter-claim, demand, or choice in action, commenced by either of the undersigned parties must and shall be filed only in the county or circuit court in the Fourteenth Judicial Circuit, in and for Jackson County, Florida.

23. This Agreement and all warranties and representations contained herein shall survive the closing of the transaction contemplated hereby and shall not be considered to merge into the closing documents and shall be separately enforceable by any of the parties hereto.

24. A true and correct copy of this Agreement after it has been signed by or on behalf of all parties shall be as effective as the original and may be introduced in evidence at any trial or proceeding without compliance with any evidentiary predicate. This Agreement may be executed in counterparts all of which taken together shall be deemed to constitute the entire Agreement.

25. This Agreement must be accepted by the Seller within five (5) days from the date of the Purchaser's execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year endorsed following their respective signatures.

Signed, Sealed and Delivered in the Presence of:

ATTEST:

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS, SELLER

_____
CLERK/DEPUTY CLERK

BY:_____
HON. JAMEY WESTBROOK, CHAIRMAN

DATE:_____

Seller Initials _____

Purchaser(s) Initials _____

_____
WITNESS
Print Name:_____

_____
WITNESS
Print Name:_____

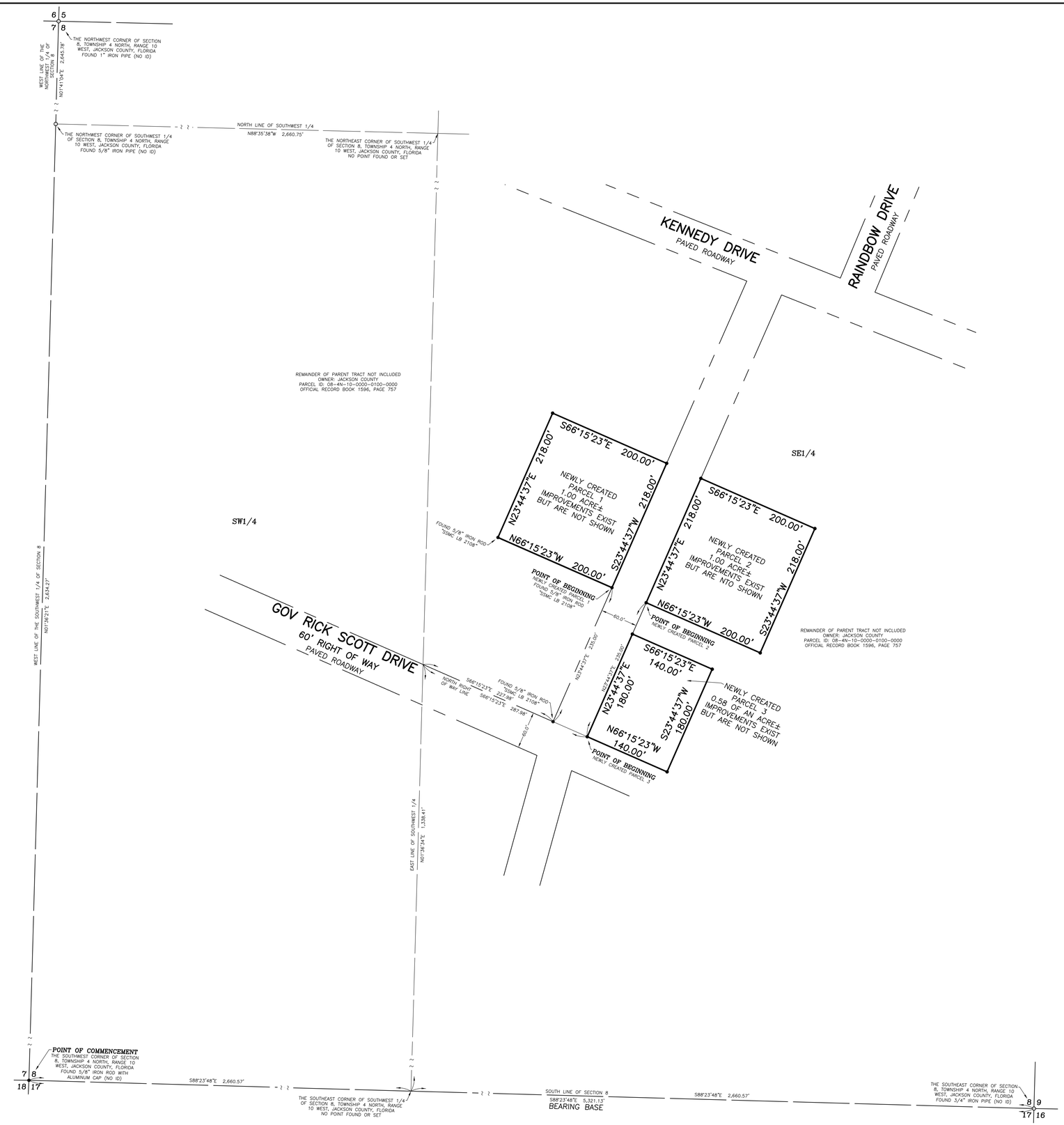
_____
PATRICK STEVEN BRACKLEY, PURCHASER

_____
WILLIAM MARK HEARING, PURCHASER

DATE:_____

Seller Initials _____

Purchaser(s) Initials _____



1" = 80'
GRAPHIC SCALE
0 40' 80' 160'

LEGEND & ABBREVIATIONS:

- ● = SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
- ⊙ = SET NAIL & DISK "SSMC LB 2108" UNLESS OTHERWISE NOTED
- —≈≈— = LINE DRAWN TO A BROKEN SCALE
- LB = LICENSED BUSINESS
- ID = IDENTIFICATION
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION

DESCRIPTIONS:

PARCEL 1 (NEWLY CREATED):

COMMENCE AT A 5/8" IRON ROD WITH ALUMINUM CAP (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA; THENCE S88°23'48"E ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2,660.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE N01°36'34"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1,338.41 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTH RIGHT OF WAY LINE OF GOV RICK SCOTT DRIVE (60 FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST LINE S66°15'23"E ALONG SAID NORTH RIGHT OF WAY LINE 227.98 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N23°44'37"E, 235.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108", BEING THE POINT OF BEGINNING; THENCE N66°15'23"W, 200.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE N23°44'37"E, 218.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S66°15'23"E, 200.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S23°44'37"W, 218.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE, MORE OR LESS.

PARCEL 2 (NEWLY CREATED):

COMMENCE AT A 5/8" IRON ROD WITH ALUMINUM CAP (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA; THENCE S88°23'48"E ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2,660.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE N01°36'34"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1,338.41 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTH RIGHT OF WAY LINE OF GOV RICK SCOTT DRIVE (60 FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST LINE S66°15'23"E ALONG SAID NORTH RIGHT OF WAY LINE 287.98 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N23°44'37"E, 235.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108", BEING THE POINT OF BEGINNING; THENCE CONTINUE N23°44'37"E, 218.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S66°15'23"E, 200.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S23°44'37"W, 218.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE N66°15'23"W, 200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE, MORE OR LESS.

PARCEL 3 (NEWLY CREATED):

COMMENCE AT A 5/8" IRON ROD WITH ALUMINUM CAP (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA; THENCE S88°23'48"E ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2,660.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE DEPARTING SAID SOUTH LINE N01°36'34"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1,338.41 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE NORTH RIGHT OF WAY LINE OF GOV RICK SCOTT DRIVE (60 FOOT RIGHT OF WAY); THENCE DEPARTING SAID EAST LINE S66°15'23"E ALONG SAID NORTH RIGHT OF WAY LINE 287.98 FEET TO A 5/8" IRON ROD "SSMC LB 2108 BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE N23°44'37"E, 180.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S66°15'23"E, 140.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108"; THENCE S23°44'37"W, 180.00 FEET TO A 5/8" IRON ROD "SSMC LB 2108" ON THE AFORESAID NORTH RIGHT OF WAY LINE; THENCE N66°15'23"W ALONG SAID NORTH RIGHT OF WAY LINE 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.58 OF AN ACRE, MORE OR LESS.

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATION "FLMR". THE RELATIVE BEARING IS S88°23'48"E ALONG THE MONUMENTED SOUTH LINE OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
10. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
11. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE BOUNDARIES OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
12. THE ABOVE DESCRIBED PARCELS 1 & 2 CONTAINS 1.00 ACRE EACH, MORE OR LESS AND PARCEL 3 CONTAINS 0.58 OF AN ACRE, MORE OR LESS.
13. ADJACENT PROPERTY INFORMATION SHOWN HEREON, THAT WAS NOT FURNISHED TO THIS SURVEYOR, WAS COMPILED USING LATEST AVAILABLE DATA. NO ATTEMPT WAS MADE BY THIS FIRM TO VERIFY ITS ACCURACY.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

THOMAS S. MEAD
Registered Land Surveyor and Mapper
Number 6624

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
1150 Highway 90
Chipley, Florida 32428
(850) 638-0760
e-mail: info@southeastsurveying.com
Certification Number LB2108

REVISION	BY

REVISION DATE	SHEET NUMBER 1 OF 1 SHEETS
	NOT VALID WITHOUT SHEETS 1 THROUGH 1

BOUNDARY SURVEY
GOV RICK SCOTT DRIVE
MARIANNA, FLORIDA

Project:

Field Date: 5/21/2024 | Drawn By: JS | Scale: 1" = 80'

Certified to:

JACKSON COUNTY

DRAWING NUMBER
66640006
SHEET NUMBER
1 OF 1