AGENDA

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

July 28, 2026 | **THE ERNIE PADGETT BOARD ROOM** | **6:00 PM**

CALL TO ORDER

Invocation and Pledge of Allegiance
Approval of Agenda

I. RECOGNITIONS, RESOLUTIONS, & PRESENTATIONS

1. Presentation: L & K Contractors will provide the Board with a progress update on the Blue Springs Sewer Project - Jim Dean, County Administrator
2. Request: Discussion of the 2026 Florida Rural Economic Development Summit November 17th-19th at the World Equestrian Center in Ocala, FL and Reimbursable Scholarship Opportunities - Jim Dean, County Administrator
3. Resolution: Board adoption of Resolution for sale of Surplus Property (Market Building) - Lucas Mayo, Grants/Contracts Manager

II. PUBLIC HEARING

III. COMMUNITY DEVELOPMENT

1. Request: Request for extension to a temporary recreational vehicle residential development order - Kim Cole Sweazy, Community Development Director
2. Request: Board review of Variance to Jackson County Code of Ordinances Section 42-56- Amber Barnes, Community Development
3. Request: Board approval to set a public hearing for Spanish Trail Lumber Modification- Amber Barnes, Community Development

IV. REPORTS AND REQUESTS

1. Consent Agenda Items
   a) Request: Pay Bills - Finance
   b) Request: Board approval of Meeting Minutes - Marie Richards, Finance
2. Request: Board appointment of two County Commissioners to serve on the Value Adjustment Board - Marie Richards, Finance
3. Request: Board appointment of Citizen Member to the Value Adjustment Board - Marie Richards, Finance
4. Request: Board approval to hire Special Counsel for Value Adjustment Board - Marie Richards, Finance
5. Request: Ratification of FDLE State Financial Agreement LESA Grant - Donald Edenfield, Sheriff
6. Request: JCSO is requesting to surplus and sell vehicles - Gina Patrick, JCSO

7. Request: for JCSO reimbursement of Crime Prevention Items in the amount of $4,621.54 - Gina Patrick, JCSO
8. Request: Board recommendation of award for 2526-19 Land Surveying Services - Tyler Schaeffer, Procurement Officer
9. Request: Board recommendation of award for 2526-21 Disaster Recovery Consultant - Tyler Schaeffer, Procurement Officer
10. Request: Board approval of HMGP Grant Agreement 4673-337-R for Public Works Hardening - Lucas Mayo, Grants/Contracts Manager
11. Request: Board approval of FDLE Law Enforcement Salary Assistance Grant AJ030 for the Correctional Facility - Lucas Mayo, Grants/Contracts Manager
12. Request: Board approval of Resolution and Sale of former Jackson Alternative School - Lucas Mayo, Grants/Contracts Manager
13. Request: Board approval of Change Order #4 with Monolith Construction for Endeavor Museum - Lucas Mayo, Grants/Contracts Manager
14. Request: Board approval of Change Order #3 with Wehr Constructors for Jackson Hospital Air Purification Project - Lucas Mayo, Grants/Contracts Manager
15. Request: Board approval of Indian Springs Sewer Phase 2B Closeout Documents - Rett Daniels, Deputy County Administrator Field Operations

V. OTHER MATTERS/MATTERS OF THE PUBLIC

AGENDA ITEM # 7222026-700
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Presentation: L & K Contractors will provide the Board with a progress update on the Blue Springs Sewer Project - Jim Dean, County Administrator**
Background:	This update is intended to keep the Board informed of the project's progress and provide an opportunity for Commissioners to ask questions regarding the ongoing work.
Strategic Plan Goal:	**Innovative Facilities & Infrastructure** **Healthy & Safe Communities**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Administration**
Reviewed By:	**Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	N/A
Potential Motion:	

AGENDA ITEM # 7212026-697
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Discussion of the 2026 Florida Rural Economic Development Summit November 17th-19th at the World Equestrian Center in Ocala, FL and Reimbursable Scholarship Opportunities - Jim Dean, County Administrator**
Background:	The 2026 Florida Rural Economic Development Summit will be held in Ocala, Florida November 17-19 2026 and will bring together elected officials, economic development professionals, state and federal agency representatives, and community leaders from across Florida to discuss issues affecting rural communities. The summit provides valuable educational and networking opportunities focused on economic development, infrastructure, workforce development, housing, agriculture, and rural policy initiatives. Reimbursable scholarship opportunities are available through Opportunity Florida to assist eligible Board members with registration, lodging, and other approved travel expenses associated with attending the conference.
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** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to authorize interested Commissioners to attend the 2026 Florida Rural Economic Development Summit in Ocala, Florida, and authorize staff to submit scholarship applications on behalf of eligible Board members.

We're thrilled to invite you to the upcoming 2026 FREDA Rural Summit hosted by the Florida Rural Economic Development Association (FREDA). This year's theme – **Space to Live, Power to Grow** – sets the tone for forward-focused conversations, cutting-edge strategies, and meaningful collaboration. Rural Florida is poised for dynamic growth, and this year's Summit is designed to equip you with the tools and inspiration to drive that progress.

Join fellow rural economic development professionals, state and local elected officials and senior staff, workforce/talent development professionals, and multiple public and private sector partners as we dive into a powerful lineup of speakers, engaging sessions, and unmatched networking opportunities. Our agenda is shaping up to be our most impactful yet – and we can't wait to share what's ahead.

Be sure to register early to secure your spot and your hotel accommodations at the **World Equestrian Center®** – rooms will book fast!

Stay tuned for more details, and get ready to be part of the momentum shaping Florida's rural future.

Once you complete your registration for the Summit, you will receive an email confirmation immediately. Conference confirmations include your registration information, totals, and a link to secure your hotel.

You must register for the Summit before you can book your hotel room.

Early Bird Registration

$475

(expires August 30, 2026)

Regular Registration

$550

Register Today!

Accommodations

Room block cut-off Oct. 15

Check-in 4:00 p.m.

Check-out 12:00 p.m.

Hotel room rate:

$225 per night

Sponsorship opportunities

now available!

Sponsor Today!

Agenda to Date

Confirmed Speakers to Date!

Ted Abernathy

Founder & Managing Partner

Economic Leadership, LLC

Bio

Senator Jeff Brandes

Founder & President

Florida Policy Project

Bio

Joshua Burgin

Founder & President

Alliance for Global Security

Bio

Sarah Evers

Chief Executive Officer

The Development Group

Bio

J. Alex Kelly

Florida Secretary

of Commerce

Bio

Shellie Phelps

Creative Consultant

Biggest Fish Consulting

Bio

Daron K. Roberts

Chief Dive Instructor

Deep End Ventures

Bio

More Speakers Will Be Announced Soon!

Thank You To Our Generous Sponsors To Date!

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NORTH FLORIDA
ECONOMIC DEVELOPMENT PARTNERSHIP

Opportunity Florida

Rural Champion

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OVID SOLUTIONS

FREDA
Florida Rural Economic Development Association

freda@iog.fsu.edu | (850) 645-6700

3200 Commonwealth Blvd., Suite 7

Tallahassee, FL 32303

Registration is NOW OPEN for the 2026 FL Rural Summit November 17-19 at the World Equestrian Center in Ocala.

This is THE EVENT for Rural Florida for economic development education and networking.

Reimbursable Scholarships for board members and elected officials are available for this event. An application is attached for your pre-approval which is necessary.

If you have any questions, please contact me.

Roy Baker
Opportunity Florida
4636 Highway 90, Suite K

LEADERSHIP OPPORTUNITY SCHOLARSHIP APPLICATION

Opportunity Florida

4636 Highway 90, Suite K

Marianna, FL 32446

850-633-4119 - Phone

850-482-3590 - Fax

Opportunity Florida is pleased to provide this scholarship opportunity to organizations and individuals within our region. Funds for this scholarship are provided through the Regional Rural Development Grant, the Department of Economic Opportunity (FLORIDA COMMERCE), or other funds available to Opportunity Florida. FLORIDA COMMERCE has very specific documentation requirements for all scholarships awarded through this program. Please pay strict attention to the requirements and keep receipts. With the exception of meals, Opportunity Florida will not reimburse for any expense without proof of payment and receipts.

Please complete the entire application and submit to Opportunity Florida as far in advance as possible of the educational opportunity you wish to attend. Funds will be provided on a first come, first serve basis.

Qualifications are as follows:

Scholarships are limited to applicants that do not have the resources to avail themselves of the training or development opportunity, members in good standing (dues up to date and **attendance at 60% or more of board meetings and workshops),** business community members (that may attend as a guest of an EDO or City/County member one time per year), and elected officials. **An individual is limited to $2,000 in reimbursements per year unless an exception is granted by The Executive Committee.**

1) Applicants must provide a written explanation sufficient to conclude that the individual applying for the scholarship is primarily involved in activities that will promote job creation and / or economic development.

   The training or development opportunity must be directly related to economic development, job creation and/or business recruitment.

2) Applicants must provide a written report (within 30 days) after attending the event sufficient to allow Opportunity Florida and FLORIDA COMMERCE to determine the recipient of the scholarship benefited from attendance at the funded activity.

3) The scholarship is provided as a 90% cost reimbursement. Applicants must be prepared to pay registration fees and other costs associated with the scholarship request. All scholarship forms must be completed with ***paid receipts attached*** and returned to Opportunity Florida within 30 days after the event. The reimbursement will be according to state travel requirements, including state travel vouchers. **Opportunity Florida will reimburse recipients after receiving approval and reimbursement from the Florida Commerce unless the applicant was told in advance non-state funds were being used for the scholarship**.

4) Opportunity Florida requires the following documentation:
   a. Completed and signed Voucher for Travel Reimbursement,
   b. Copy of completed training program/event registration form,
   c. Copy of event agenda,
   d. Copies of paid receipts for registration fees and other expenses,
   e. Brief summary of the event attended, with information the event provided to build tourism development and leadership capacity in the region.

Please contact staff with any questions concerning eligibility. The Executive Committee of Opportunity Florida is the approval authority for this application. Applications must be presented and approved by the Executive Committee prior to the event. The Executive Committee currently meets every Monday.

Opportunity Florida Scholarship Application

Opportunity Florida

Name: Click here to enter text.

Organization: Click here to enter text.

Address: Click here to enter text.

Telephone: Click here to enter text.

Email: Click here to enter text.

Event to be attended: Click here to enter text.

Date of Event: Click here to enter text.

Please provide a brief description of the activity. Applicants are encouraged to include documentation provide by the organizers of the event.

Click here to enter text.

Please provide a brief explanation as to how you feel this activity will assist job creation and economic development efforts.

Click here to enter text.

Amount requested: Click here to enter text.

Estimated Budget

Please provide the following information. Place expected expenses on relevant line. Copies of receipts must_be submitted upon requested reimbursement of expenses. Reimbursement is in accordance with state guidelines. Current per diem rates: Breakfast $6; Lunch $11; Dinner $19 for meals not included in a conference event.

Description	Funding Requested
Registration/Tuition	
Lodging *	
Meals	
Mileage (.445/mile)	
Other	
Other	
TOTAL	

* Limited to actual dates of conference educational events: check-in date conference begins and check-out date conference ends. (workshop events that begin before 3 pm local time allow for check-in previous evening, check-out date conference ends if conference ends prior to 3 pm).
* Opportunity Florida has right to limit these days based upon length of travel to the event

Please note: It is the responsibility of the recipient to document all expenses for reimbursement.

Return application to:

Opportunity Florida
4636 Highway 90, Suite K
Marianna, FL 32446

850-482-3590 Fax
royb@opportunityflorida.com

Opportunity Florida is not responsible for payment of reimbursement requests submitted after the 30-day period following the event.

Opportunity Florida is not responsible for payment of reimbursement requests that do not include all required receipts, forms and reports.

AGENDA ITEM # 7222026-699
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Resolution: Board adoption of Resolution for sale of Surplus Property (Market Building) - Lucas Mayo, Grants/Contracts Manager**
Background:	Board has approved sale and contract, resolution is required for closing.
Strategic Plan Goal:	**Vibrant & Growing Economy**
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.

AGENDA ITEM # 542026-496
AGENDA DATE: 7/28/2026

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

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

SUBJECT: **Request: Request for extension to a temporary recreational vehicle residential development order - Kim Cole Sweazy, Community Development Director**

Background: In September 2024, Caleb Riley received authorization to place a manufactured home on property owned by Steven Riley at 2706 Obert Rd, Cottondale. Mr. Riley was issued a building permit to set a manufactured home on the property in April 2025. In August 2025, Code Enforcement was called to the property and noted an unauthorized accessory structure (shed) and an RV on the property but no manufactured home. In March 2026, Steven Riley, the property owner, addressed the Board during the public comment period requesting an extension to the Temporary RV authorized in September 2025, in reaction to the Code Violation issued. Mr. Riley submitted a request for extension to the Temporary RV authorization in May 2026.

Strategic Plan Goal: **Healthy & Safe Communities**
Vibrant & Growing Economy

Previous Action: Planning staff recommends denial of the extension request to support Sec. 42-62(d) Code of Ordinances that limits the Temporary RV while developing a home on the property to 18 months. No precedence has been set to allow additional extensions.

At the regularly scheduled meeting on June 15, 2026, the Planning Commission recommended approval of the request to allow extension of a temporary RV for an additional 12 months to expire June 30, 2027. The justification for the recommendation is to assist Caleb Riley and his family to recover from job setbacks and monetary setbacks due to erroneous information from home seller.

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: **Deny**

Potential Motion: I move to deny/approve the request for a 12-month extension to the temporary RV residential development order for Obert Road.

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4979 Healthy Way
Suite B
Marianna, Florida

MEMORANDUM

DATE: May 4, 2026

TO: File

FROM: Kim Cole Sweazy, Community Development Director

RE: Request for Extension

On May 1, 2026, staff received a request from Steven Riley for an extension to the 18-month maximum timeframe to allow a recreational vehicle on the premises for use as temporary housing during construction of a home per Sec. 42-62(d) Code of Ordinances. The parcel associated with the request is Jackson County Parcel ID# 12-4n-12-0000-0020-0030 (2706 Obert Road).

JACKSON COUNTY CODE OF ORDINANCES SEC. 42-62(d)

During the construction of a new residence, a recreational vehicle (RV) is allowed on the premises for use as temporary housing for the property owner (according to Jackson County Resolution 2023-10). An approved residential development order (RDO) for the new residence and an approved RDO permitting to live in the RV must be obtained, as well as the required building construction permits. The timeframe is up to 18 months during the construction of the home. An extension may be granted by the planning division if a construction permit is active.

TIMELINE:

September 2024 Applicant received Residential Development Order approval for a manufactured home

December 2024 Applicant was issued an electrical permit for a well

January 2025 Final inspection was passed for electrical permit for a well

April 2025 Applicant was issued a building permit for a manufactured home

August 2025 Code Enforcement case opened for unauthorized accessory structure (shed) and inhabited RV on the property

September 2025 Applicant received Residential Development Order approval for an accessory structure (shed) and temporary RV retroactive to September 2024 when RV was placed on the property (expired March 2026)

March 2026 Notice of Violation mailed to the property owner

March 2026 Property owner addressed the Board during public comment period at a regularly-scheduled BOCC meeting

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May 2026 Property owner submitted a request to be considered for 12-month extension to the temporary RV approval

STAFF ANALYSIS: Intent of the Code is to provide enough time for development of residential properties in Jackson County to comply with local and state building codes while maintaining and monitoring the home site.

The September 2024 RDO authorization to place a manufactured home on the property expired March 2025 with no request for extension from the applicant/property owner

The applicant placed an RV and a shed on the property without RDO approval and connected them to the electrical authorized in January 2025 to power a water well.

The building permit to place a manufactured home on the property issued in April 2025 expired in October 2025 with no request for continuance from the applicant/property owner.

The potential code violation has been open for over 250 days without resolution.

The property owner has reported that the applicant purchased a manufactured home in Alabama and was told by the movers that it could not be transported to Florida because it did not meet the wind zone requirements of the Florida Building Code. He stated that money was lost on re-selling the home and the applicant does not have the credit history to purchase another home at this time. He has requested a 12-month extension to the original 18-month allowance to reside in a recreational vehicle (RV) with the intent of purchasing and placing a manufactured home on the property.

CONCLUSION: Granting the extension will allow the resident to continue living in an RV for an additional amount of time determined and set by the Board, with the expectation that a permanent residential structure will exist at the end of the allowed timeframe.

Not granting the extension will require the resident to remove the RV and the accessory structure from the property.

RECOMMENDATION: It is staff's recommendation to ***DENY*** the exception to Sec. 42-62(d) JCCO based on the timeline that began in September 2024 giving the applicant more than 18 months to place a home on the property.

I would like to request a meeting with board of County Commissioners. For a extension to remain living in RV due to hardship.

Sincerely
Steven Riley

AGENDA ITEM # 7212026-683
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Amber Barnes, Community Development**

SUBJECT:	**Request: Board review of Variance to Jackson County Code of Ordinances Section 42-56- Amber Barnes, Community Development**
Background:	Request a variance to Section 42-56 to exclude a 40-acre parcel conveyed in February 2026 from the Pinebrook Ranches LLC subdivision plat. The request is for property located approximately 2,900 feet south of Rocky Creek Road and 1,080 feet west of Mt. Cello Road in unincorporated Jackson County. The applicant requests relief from the requirement that a 40-acre parcel split from the same parcel within a 12-month period of time be incorporated into the proposed subdivision plat.
Strategic Plan Goal:	**Vibrant & Growing Economy**
Previous Action:	On July 20, 2026, the Planning Commission recommended DENIAL of the request to the Board of County Commissioners. Reasoning for denial is based on the subdivision definition, which states, "If an owner, or other person related to that owner by blood, business interest, or assignment, shall divide, or plat, and sell, transfer, or contract to sell or transfer for valuable consideration three or more lots within any given 12-month period, then such activity shall constitute subdivision within the meaning and purview of this chapter," and the proposal to subdivide the same original parcel into a 21-lot subdivision.
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:	**Deny**

Potential Motion:	I move to approve/deny the variance to Section 42-56 of the Jackson County Code of Ordinances.

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4979 Healthy Way
Suite B
Marianna, Florida

MEMORANDUM

DATE: July 9, 2026

TO: File

FROM: Amber Barnes, Senior Planner

RE: Request for Variance from JC County Code, Sec. 42-56

On June 30, 2026, staff received a request from Pinebrook Ranches LLC for approval of a variance from the Jackson County Code of Ordinances Section 42-56, in order to allow a previous 40-acre lot split to not be included in the minor subdivision plat. The parcel associated with the request is Jackson County Parcel ID# 31-4N-09-0000-0020-0000. The applicant requests relief from the requirement that a previously conveyed 40-acre tract be incorporated into the proposed subdivision plat. *(See attached request letter)*

JC CODE OF ORDINANCES SEC. 42-56 Definition

Subdivision means the division or platting of contiguous or abutting real property:

(1) Into three or more lots, parcels, tracts, tiers, blocks, or sites, any one of which is ten acres or less, for the purpose of transferring ownership; or

(2) Requiring the establishment and/or dedication of any new streets, roads, or public easements or a change in existing streets or roads.

The term "subdivision" does not include any transfer of property by deed, legacy or gift of any property to members of a person's immediate family, or any transfer of land by inheritance (testate or intestate). If an owner, or other person related to that owner by blood, business interest, or assignment, shall divide, or plat, and sell, transfer, or contract to sell or transfer for valuable consideration three or more lots within any given 12-month period, then such activity shall constitute subdivision within the meaning and purview of this chapter.

STAFF FINDINGS: *Staff finds that granting the requested variance would not be consistent with the intent and purpose of the Jackson County Code of Ordinances. Approval of the variance would establish a precedent for excluding new parcels separated from the parent parcel within the previous 12-month period from subdivision plat requirements, potentially allowing future property divisions that do not comply with the County's subdivision regulations.*

NOTIFICATION: Any authorization granting a variance must be subject to the applicant meeting all other County Code requirements, including, but not limited to, residential land development regulations from Community Development, as well as permits and inspections from County Building Services. If approved, Pinebrook Ranches will be allowed to not include a previous 40-acre lot split in their minor subdivision plat.

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Suite B
Marianna, Florida

RECOMMENDATION: It is staff's recommendation to ***NOT*** grant the variance based on staff findings.

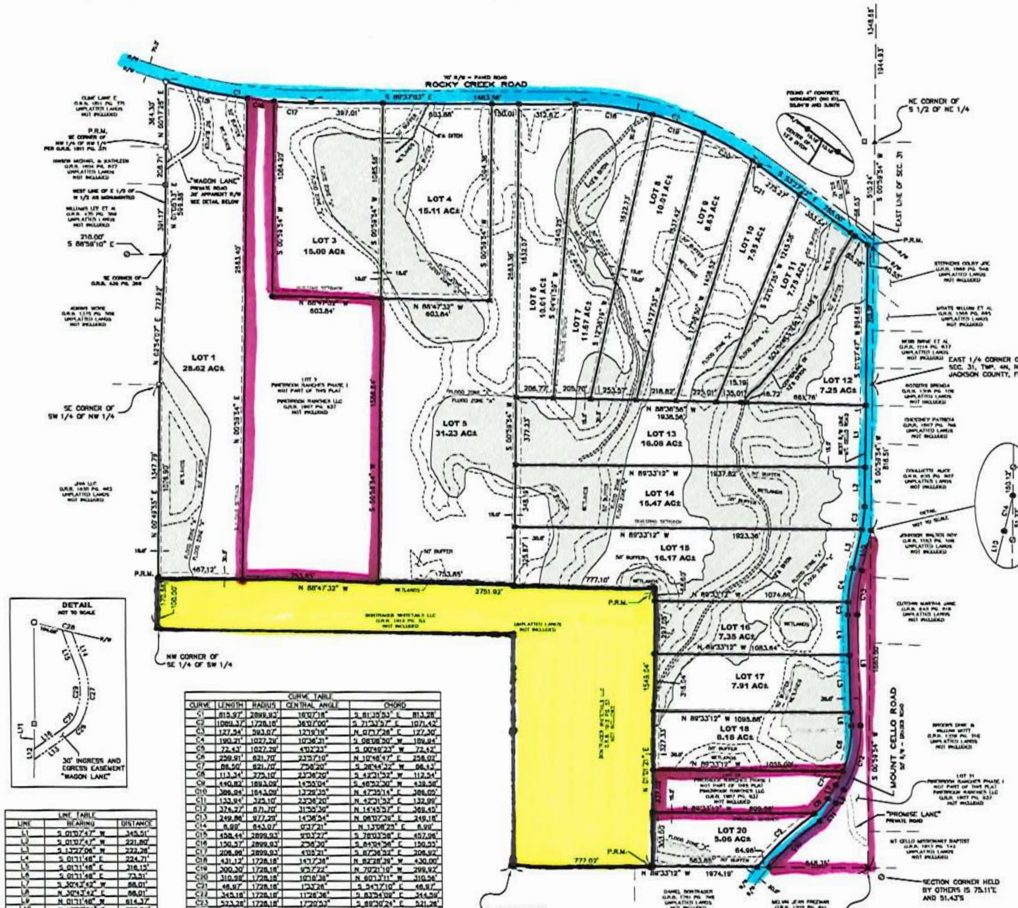
PINEBROOK RANCHES PHASE II

A SUBDIVISION BEING A PART OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 9 WEST,
JACKSON COUNTY, FLORIDA

PLAT BOOK ____
PAGE ____

Total Number of Lots = 18
R/W Dedicated to County = 3.67 AC±
Total Lot Area = 229.46 AC±
Total Common Area = 0 AC±
Total Development Area = 233.13 AC±
Total Lot Area Outside Flood Zone "A" = 152.02 AC±

ENGINEER:	OWNER/DEVELOPER:	SURVEYOR:
Alday-Howell Engineering Inc. 3017 Hwy 71 Marianna, FL 32446	Pinebrook Ranches LLC 2 Long Lake Place The Woodlands TX 77381	LATITUDE SURVEYING & MAPPING 3988 Hwy 90 W Marianna, FL 32446



CURVE TABLE				
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD
C1	815.97'	2899.93'	16°07'18"	S 81°35'53" E 813.28'
C2	1089.37'	1728.18'	36°07'00"	S 71°33'57" E 1071.42'
C3	127.54'	593.07'	12°19'19"	N 07°17'28" E 127.30'
C4	190.21'	1027.29'	10°36'31"	S 08°08'50" W 189.94'
C5	72.43'	1027.29'	4°02'23"	S 00°49'23" W 72.42'
C6	259.91'	621.70'	23°57'10"	N 10°46'47" E 258.02'
C7	86.50'	621.70'	7°58'20"	S 20°44'32" W 86.43'
C8	113.34'	275.10'	23°36'20"	S 42°31'52" W 112.54'
C9	440.82'	1893.09'	14°33'04"	S 46°52'30" W 439.58'
C10	386.94'	1643.09'	13°29'35"	N 47°33'14" E 386.05'
C11	133.94'	325.10'	23°36'20"	N 42°31'52" E 132.99'
C12	374.27'	671.70'	31°55'30"	N 14°45'57" E 369.45'
C13	249.80'	977.29'	14°38'54"	N 08°07'39" E 249.18'
C14	6.99'	643.07'	0°37'21"	N 13°08'25" E 6.99'
C15	458.44'	2899.93'	9°03'27"	S 78°03'38" E 457.96'
C16	150.57'	2899.93'	2°58'30"	S 84°04'36" E 150.55'
C17	206.96'	2899.93'	4°05'21"	S 87°36'32" E 206.92'
C18	431.12'	1728.18'	14°17'36"	N 82°28'39" W 430.00'
C19	300.30'	1728.18'	9°57'22"	N 70°21'10" W 299.92'
C20	310.98'	1728.18'	10°18'36"	N 60°13'11" W 310.56'
C21	48.97'	1728.18'	1°37'26"	S 54°17'10" E 48.97'
C22	345.18'	1728.18'	11°26'36"	S 83°34'09" E 344.59'
C23	523.28'	1728.18'	17°20'53"	S 89°30'24" E 521.28'
C24	220.95'	1728.18'	7°19'31"	S 57°10'13" E 220.80'
C25	114.08'	1798.18'	3°38'05"	N 55°19'30" W 114.08'
C26	71.63'	127.00'	32°19'03"	N 38°33'59" E 70.69'
C27	192.56'	260.62'	42°19'38"	N 01°14'29" E 188.21'
C28	36.18'	2899.93'	0°42'53"	S 75°37'04" E 36.18'
C29	170.39'	230.62'	42°19'38"	N 01°14'29" E 166.54'
C30	54.71'	97.00'	32°19'03"	N 38°33'59" E 53.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°07'47" W	345.51'
L2	S 01°07'47" W	221.80'
L3	S 13°27'06" W	222.28'
L4	S 01°11'48" E	224.71'
L5	S 01°11'48" E	318.15'
L6	S 01°11'48" E	73.31'
L7	S 30°43'42" W	88.01'
L8	N 30°43'42" E	88.01'
L9	N 01°11'48" W	614.37'
L10	N 13°27'06" E	222.28'
L11	S 01°05'13" W	87.15'
L12	S 01°05'13" W	37.25'
L13	N 54°43'30" E	162.98'
L14	N 19°55'31" W	121.05'
L15	S 19°55'31" E	142.18'
L16	S 54°43'30" W	140.88'

SURVEYOR'S NOTES:
1. The bearings shown hereon are based on a bearing of N 01°05'33" E, along the west line of Sec. 31, Twp. 4N, RNg. 9W.
2. The last day of field work was performed on 6/3/2026.
3. The undersigned Surveyor has reviewed Title Commitment Number 20171051 issued by Alliant National Title Insurance Company and the subject property is free from all encumbrances of record.
4. Underground utilities, foundations, or other improvements, if any, have not been located.
5. All bearings and distances shown hereon are field measured or calculated from field ties, unless noted otherwise.
6. All side lot lines shown hereon are non-radial unless noted otherwise.
7. Building setbacks are as follows: Front = 30 feet, Rear = 30 feet, Side = 15 feet.
8. Wetlands shown hereon are Estimated Wetlands provided by Florida Environmental & Land Services, Inc.

FLOOD NOTE:
All lots shown hereon lie within Flood Zones "X" and "A", per the Flood Insurance Rate Map for Jackson County, Florida, Map Number 12063C0435D, Effective Date, December 17, 2010, as scaled from said map.

DEDICATIONS:
KNOW ALL MEN BY THESE PRESENTS, that Pinebrook Ranches LLC, the owner in fee simple of the lands shown hereon, platted as Pinebrook Ranches Phase I, and which lands are more particularly described as follows:

BEGIN at a 4" concrete monument (MHCO) marking the southeast corner of Section 31, Township 4 North, Range 9 West, Jackson County, Florida; thence N.89°33'12"W along the south line of said Section 31, a distance of 1197.17 feet to a 1/2" rebar and cap (LB 7476); thence leaving said line, N.01°01'21"E a distance of 1548.04 feet to a 1/2" rebar and cap (LB 7476); thence N.88°47'32"W a distance of 2751.92 feet to a 1/2" rebar and cap (LB 7476) on the west line of the east 1/2 of west 1/2 of said Section 31; thence N.00°49'55"E along said west line, a distance of 1247.79 feet to a 4" concrete monument (NO ID) marking the southeast corner of the southwest 1/4 of northwest 1/4; thence N.02°54'07"E a distance of 727.92 feet to a 1/2" rebar and cap (LB 7476) marking the southeast corner of the property described in Official Records Book 435 Page 369; thence N.01°05'13"E a distance of 599.88 feet to a 4" concrete monument (NO ID) marking the southeast corner of the northwest 1/4 of northwest 1/4 as described in Official Records Book 1811 Page 371; thence N.00°17'28"E along the east line of said property, a distance of 364.30 feet to a 5/8" rebar and cap (Illegible) on the south right-of-way line of Rocky Creek Road; thence Southeasterly along said right-of-way line, and the arc of a curve concave northeasterly, having a radius of 2899.93 feet, through a central angle of 16°07'18", a distance of 815.97 feet (chord of said arc being S.81°35'53"E, 813.28 feet) to a 6" concrete monument (R/W); thence S.89°37'03"E along said right-of-way line, a distance of 1463.88 feet to a 1/2" rebar and cap (LB 7476); thence Southeasterly along said right-of-way line, and the arc of a curve concave southwesterly, having a radius of 1728.18 feet, through a central angle of 36°07'00", a distance of 1089.37 feet (chord of said arc being S.71°33'57"E, 1071.42 feet) to a 6" concrete monument (R/W); thence S.53°27'22"E along said right-of-way line, a distance of 744.45 feet to a 1/2" rebar and cap (LB 7476) on the west right-of-way line of Mount Cello Road; thence continue S.53°27'22"E along said south right-of-way line of Rocky Creek Road, a distance of 40.55 feet to the east line of said Section 31; thence S.00°59'54"W along said east line of Section 31, a distance of 1568.89 feet to a 1/2" rebar and cap (LB 7476) on the east right-of-way line of said Mount Cello Road; thence continue S.00°59'54"W along said east line of section, a distance of 1880.80 feet to the POINT OF BEGINNING, containing 274.97 acres, more or less, subject to the right-of-way of Mount Cello Road.

LESS AND EXCEPT Lots 2, 19 and 21 of Pinebrook Ranches Phase 1.

has caused said lands to be divided and subdivided as shown herein and do hereby dedicate to the perpetual use of the public all roads, streets, alleys and other rights of way, and all parks and recreation areas and all easements for utilities, drainage and other purposes incident thereto as shown and depicted thereon, reserving however, the reversion or reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued as prescribed by law by official action of the officials having charge or jurisdiction thereof, this ______ day of ______, 2026.

______ witness

______ Pinebrook Ranches LLC

______ witness

Before me this day the subscriber personally appeared Pinebrook Ranches LLC, known to be the individual in and who executed the foregoing instrument and who acknowledges that they executed the same for the uses and purposes herein dedicated.
Given under my hand and seal this ______ day of ______, 2026.

______ Notary Public

______ My commission expires

LEGEND
SEC. = Section
TWP. = Township
RNG. = Range
R/W = Right of Way
P.O.C. = Point of Commencement
P.O.B. = Point of Beginning
(D) = Record (Deed) Data
P.S.M. = Professional Surveyor & Mapper
L.B. = Licensed Business
O.R.B. = Official Records Book
PG. = Page
P.R.M. = Permanent Reference Monument
▲ = Calculated Point
■ = Found 4" concrete monument (MHCO)
○ = Found 1/2" rebar and cap (PSM 6111)
▣ = Found 6" concrete monument (NO ID)
◎ = Found 1/2" rebar and cap (LB 7476)
□ = Found 4" concrete monument (NO ID)
⊘ = Found 1" iron pipe (NO ID)
○ = Found 5/8" rebar and cap (Illegible)
■ = Found 6" concrete monument (R/W)
▥ = Found 4" concrete monument (LB 4839)
● = Set 1/2" rebar and cap (LB 7476)

Vicinity Sketch
Not to Scale

GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.

CERTIFICATE OF APPROVAL BY COMMUNITY DEVELOPMENT DIRECTOR:
This plat conforms to the preliminary plat approval provisions made by the Jackson County Planning Commission on the ______ Day of ______, 2026 and to the provisions of the subdivisions regulations for Jackson County, Florida.

______ Kim Cole Seeazy, Director

______ County Engineer

CERTIFICATE OF APPROVAL BY COUNTY ADMINISTRATOR:
Approved by the Jackson County Administrator this ______ Day of ______, 2026.

______ Jim Dean, Administrator

CERTIFICATE OF THE CLERK OF CIRCUIT COURT:
Accepted for filing and recorded this ______ Day of ______, 2026 in Plat Book ______, Page ______ of the Public Records of Jackson County, Florida.

______ Clayton O. Rooks, III
Clerk of the Circuit Court, Jackson County, Florida

DISCLAIMER:
Jackson County has made no investigation of and accepts no responsibility for damages of loss sustained by reason of any cave, sinkhole, surface or subsurface formation, or susceptibility to flooding or drainage problems on or at any of the lands shown hereon.

NOTICE:
This plat as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

CERTIFICATE OF LAND SURVEYOR:
I hereby certify that this survey was made under my responsible direction and supervision and is a correct representation of the land surveyed, and that permanent reference monuments and permanent control points have been set, and that the survey data and monumentation complies with Chapter 177 Florida Statutes and with all applicable Jackson County regulations and/or ordinances.

______ Joshua L. Bryan, PSM, Fl. Cert. No. 6525
3988 Highway 90
Marianna, Florida 32446
(850) 482-2166

______ Date

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR

SHEET 1 OF 1

June 29, 2026

Dear Members of the Jackson County Planning Commission and Board of County Commissioners,

Thank you for your consideration of this request for a Special Exception, Variance, or Deviation pursuant to Section 42-4 of the Jackson County Code of Ordinances.

I respectfully request relief from the requirement that a previously conveyed 40-acre tract be incorporated into the proposed subdivision plat. The section of code from which I am requesting the variance is below:

JC Code of Ordinances Sec. 42-56

Subdivision means the division or platting of contiguous or abutting real property:

(1) Into three or more lots, parcels, tracts, tiers, blocks, or sites, any one of which is ten acres or less, for the purpose of transferring ownership; or

(2) Requiring the establishment and/or dedication of any new streets, roads, or public easements or a change in existing streets or roads.

The term "subdivision" does not include any transfer of property by deed, legacy or gift of any property to members of a person's immediate family, or any transfer of land by inheritance (testate or intestate). If an owner, or other person related to that owner by blood, business interest, or assignment, shall divide, or plat, and sell, transfer, or contract to sell or transfer for a valuable consideration three or more lots within any given 12-month period, then such activity shall constitute subdivision within the meaning and purview of this chapter.

Background

I purchased approximately 315 acres in Jackson County with the intent of developing a rural residential subdivision consisting of twenty one, 5- to 31-acre homesites.

In February 2026, before the subdivision process had begun, I conveyed a single 40-acre tract to an adjoining landowner who owns several hundred adjoining acres utilized as a recreational hunting property. The purpose of the conveyance was to enlarge that existing ownership and create a buffer between the neighboring recreational property and the future residential subdivision. A survey is attached.

The conveyed tract:

- Contains approximately 40 acres.
- Has no road frontage.

- Is not intended for residential development.
- Does not require roads, utilities, drainage, or other subdivision infrastructure.
- Functions solely as part of the adjoining owner's existing recreational property.

At the time of this conveyance, only one tract had been sold from the original property.

As plans for the residential development progressed, I initiated Jackson County's subdivision review process before selling any additional residential lots. My intent has always been to fully comply with the County's subdivision requirements for all future residential development.

Good Faith Reliance

Before conveying the 40-acre tract, I carefully reviewed the Jackson County Land Development Code in an effort to understand when subdivision approval would become necessary.

Based upon my reading of the ordinance, I understood that subdivision requirements would be triggered when three or more lots were divided and sold, transferred, or contracted to be sold within a twelve-month period and did not understand that the subdivision requirements would be applied retroactively to previously sold lots before the threshold was met.

It was never my intention to avoid subdivision review or circumvent County regulations. Had I understood that the County interpreted the ordinance to require a previously conveyed tract to be incorporated into a future subdivision plat, I would have structured the transaction differently or sought guidance from County staff before completing the conveyance.

Instead, as soon as it became apparent that subdivision approval would be required for the proposed residential development, I immediately began the subdivision approval process and have continued working diligently toward full compliance with all County requirements.

This request is made in good faith and is not intended to avoid subdivision regulations. Rather, it seeks relief from the unintended consequences of my good-faith interpretation of the ordinance in a unique factual situation.

Nature of the Request

County staff has advised that because the proposed development now meets the County's definition of a subdivision, the previously conveyed 40-acre tract must also be included within the subdivision plat.

I understand and respect the County's interpretation of the ordinance and appreciate the assistance provided by staff throughout this process.

However, this request concerns only one unique tract that has already been conveyed to an adjoining landowner and has no functional relationship to the proposed residential subdivision.

This request does **not** seek relief from any subdivision design standards, engineering requirements, drainage requirements, road construction requirements, environmental regulations, or infrastructure obligations.

All future residential lots will be developed in accordance with Jackson County's subdivision regulations.

Basis for the Request

I respectfully believe this request satisfies the standards contained in Section 42-4.

The request is not detrimental to the public health, safety, or welfare.

Granting this request will not increase residential density, create additional lots, increase traffic, reduce infrastructure improvements, or adversely affect surrounding properties.

The 40-acre tract already exists as part of the adjoining owner's larger recreational property and does not depend upon the proposed subdivision for access or infrastructure.

The request is consistent with the purpose and intent of the subdivision regulations.

The purpose of subdivision regulations is to promote orderly development and ensure adequate access, infrastructure, and protection of the public.

Those purposes are fully accomplished by regulating the proposed residential subdivision.

Requiring the adjoining owner's 40-acre recreational tract to be included on the subdivision plat does not advance those purposes because the tract is not intended for residential development and has no functional relationship to the subdivision.

Strict application creates an unnecessary and impractical hardship.

This situation presents a unique set of circumstances.

The conveyed tract:

- is substantially larger than the proposed residential lots;
- has no road frontage;
- is owned by an adjoining landowner;
- serves as a buffer between differing land uses;
- functions as part of an existing several-hundred-acre recreational ownership.

Strict application of the ordinance under these unique circumstances would require a tract with no functional relationship to the subdivision to be incorporated into the subdivision plat.

More importantly, I relied in good faith upon my understanding of the ordinance before making the conveyance. Had I understood the County's interpretation at that time, I would have proceeded differently.

The resulting hardship is significant and was entirely unintended.

The request represents the minimum relief necessary.

I am not requesting relief from any engineering, environmental, roadway, drainage, or subdivision design requirements.

My request is limited solely to allowing the previously conveyed 40-acre tract to remain separate from the proposed subdivision while the remaining property proceeds through the normal subdivision approval process.

Granting this request would preserve the purpose of the subdivision regulations while recognizing the unique facts presented here.

Conclusion

Throughout this process I have attempted to work cooperatively with County staff and comply with all applicable regulations.

This request is not an effort to avoid subdivision review. Rather, it is an effort to resolve a unique situation that arose from a good-faith interpretation of the ordinance before the subdivision process began.

Granting this request would not reduce County oversight, diminish subdivision standards, or adversely affect the public or neighboring properties. Instead, it would allow a previously conveyed 40-acre tract, which functions solely as part of an adjoining recreational ownership, to remain separate from a residential subdivision with which it has no practical relationship.

For these reasons, I respectfully request that the Planning Commission recommend approval, and that the Board of County Commissioners approve, this request for a Special Exception, Variance, or Deviation.

Thank you for your time, consideration, and continued service to Jackson County.

Respectfully submitted,

Katherine Riley

Pinebrook Ranches, LLC

Variance Application

Application Ref. ID#:

PROPERTY OWNER INFORMATION			
Property Owner(s) *as written on deed:*	Pinebrook Ranches LLC. (Katherine Riley)		
Address	665 Simmonds Rd	Contact Phone 1	413-884-5468
City	Williamstown,	Contact Ph. 2	
State	MA	E-mail	
Zip	01267	Fax No.	NA
Authorized Agent: *as per authorization form if applicable*			kriley@sweetbrookdevelopment.com
Address		Contact Phone 1	
City		Contact Ph. 2	
State		E-mail	
Zip		Fax No.	

PROPERTY LOCATION OF PROPOSED VARIANCE			
Parcel Number:	31-4N-09-0000-0020-0000		
House Number (leave blank if applying for address):		Street Name:	Rocky Creek and Mt Cello
City:		Amount of Acreage:	315
Name of Subdivision *(if applicable):*			
Unit Number:	Block Number:	Lot Number:	

PLEASE SIGN HERE

Applicant Signature: K Riley K Riley

Print Name: Katherine Riley

Date: 06 / 29 / 2026

DEPARTMENTAL USE ONLY						
PUBLIC HEARINGS/MEETINGS			**PROPERTY INFO**		**APPROVAL**	
	☐ PLANNING COMMISSION	☐ BOCC	N.F.I.P. No. 12063C0-		☐ YES	☐NO
			Floodway:	☐ YES ☒ NO		
DATE:			Flood Zone:		Date:	
APPROVED:			FLUM:		Employee Initials:	
DENIED:						

2026409

REQUIRED FINDINGS The Board of County Commissioners shall not vary the requirements of any provision of this Code unless it makes a positive finding, based on substantial competent evidence on each of the following:		
Attachment	✓	*Please include the required attachments to your application. Applications submitted without the attachments below will not meet the approval conditions in the County Code for granting a Variance. Additional attachments may be required (i.e. Floodplain/Wetland/Conservation Variances)*
1	☑	**Attach a letter stating what type of variance you're requesting and why. If you know the Section of the Code the variance is for, please reference in the letter.**
2	☑	The proposed request will not be detrimental to the public's health, safety, or welfare or to the surrounding properties.
3	☑	There are exceptional topographic, soil, or other environmental conditions unique to the property.
4	☑	There are unusual conditions which are not ordinarily found in the area;
5	☑	The request would provide a creative or innovative design alternative that improves upon substantive standards and criteria; or
6	☑	The strict application of the requirements of this chapter will constitute a verifiable substantial hardship to the applicant;
7	☑	The granting of the request is consistent with the intent and purpose of this chapter and the comprehensive plan.
8	☑	Site Plan showing existing conditions/structures of property and proposed structures/improvements

IMPOSITION OF CONDITIONS *(Do Not Leave Blank):*

If your request is granted, will there be a conflict between the use of your property and the use of your neighbors' properties? *If the answer above is yes, explain below what you will do to minimize the conflict (for example, putting up a fence, etc.)* ☐ **YES** ☑ **NO**

Will the variance have any impact on an historical resource? *If yes, describe below what that would be (for example, tearing down a house built in the 1800's):* ☐ **YES** ☑ **NO**

Is there a special condition or circumstance which makes your land or structure different from all of the other lands, structures or buildings in the same land use category? *If you answered yes, please explain below what makes your land, structure and/or building different:* ☑ **YES** ☐ **NO**

This property is recreational versus residential

Did you create any of the special conditions or circumstances? *If yes, please explain your answer below:*
☑ **YES** ☐ **NO**

Yes, I did not understand the subdivision regulations could be applied retroactively to lots sold before the threshold requirements were met.

AGENDA ITEM # 7212026-685
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Amber Barnes, Community Development**

SUBJECT:	**Request: Board approval to set a public hearing for Spanish Trail Lumber Modification- Amber Barnes, Community Development**
Background:	A request to set a public hearing for August 11, 2026 at 9:00 a.m. for a General Development Order to modify an existing site plan by adding 38,768 square feet of building area and 48,787 square feet of asphalt area. The project is located at 6112 Old Spanish Trail in unincorporated Jackson County.
Strategic Plan Goal:	**Vibrant & Growing Economy**
Previous Action:	On July 20, 2026, the Planning Commission recommended approval of the General Development Order modification 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 setting a public hearing at the next Board of County Commission meeting on August 11, 2026 at 9:00 a.m.

JACKSON COUNTY
COMMUNITY DEVELOPMENT – PLANNING DEPARTMENT
STAFF REPORT

DATE OF REVIEW:	June 24, 2026
PROJECT NAME/TYPE:	Spanish Trail Lumber Modification
PARCEL NUMBER:	25-4N-09-0000-0030-0000
PROJECT SUMMARY:	A request for a General Development Order to modify the existing site plan to add 38,768 square feet of building area and 48,787 square feet of asphalt area. The total impervious area being added is 87,555 square feet.
OWNER:	Spanish Trail Lumber 6112 Old Spanish Trail Marianna, FL 32448
APPLICANT:	DHM/ Mary-Margaret Farris 4428 Lafayette Street Marianna, FL 32446
PUBLIC NOTICE POSTED:	June 25, 2026
TYPE OF REVIEW:	Large Commercial
STAFF PLANNER:	anb
FUTURE LAND USE:	Agriculture 2 (AG2)
INSIDE USA:	No
PARCEL SIZE:	2.02+/- acres
DENSITY/ACRE:	**Agriculture 2 (AG2)** – Maximum 60% Impervious Surface Ratio
LOCATION:	The parcel is located on the north side of Old Spanish Trail approximately .41 miles west of the intersection of Church Street and Old Spanish Trail unincorporated Jackson County.
ROADWAY ACCESS:	The project will be located at 6112 Old Spanish Trail.
WATER/SEWER PROVIDER:	private water/ private septic

ELECTRICITY PROVIDER:	Florida Public Utilities
GAS PROVIDER:	n/a
APPROVAL BODY:	Regulatory Board Approval
PUBLIC TRANSPORATION:	An email was received from Road and Bridge Director on July 8, 2026 *(see file)*
FIRE MARSHAL COMMENTS:	An email was received from the Fire Marshal on July 8, 2026 *(see file)*
PUBLIC UTILTIES:	n/a *(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 2.2(2) states that Agriculture 2 land use classification is areas of the County associated with agriculture and agriculture-related activities. Non-residential land uses within the Agriculture 2 category shall be located within one-quarter mile from the intersection of two or more public paved roadways. The maximum density is sixty percent (60%) impervious surface ratio.

The site is approximately 2.02 acres (87,991.2 square feet) is within the 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 add 38,768 square feet of building additions and 48,787 square feet of asphalt, totaling 87,791 square feet of impervious surface. According to ***Code of Ordinances Sec. 42-56*** this application is considered a change of use and therefore subject to a General Development Order review by the Community Development Department and approval by the regulatory boards of the county.

B. ***Compatibility with Adjacent Land Uses (Jackson County Comprehensive Plan Policy 2.2(2)):*** The proposed building additions and additional asphalt is located within the Agriculture 2 land use designations.

   To the north is CSXT Railroad, to the south is Old Spanish Trail. To the east is Church Street and to the west is timberland.

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.

The site is bordered by Church Street to the east, timberland to the west, CSXT Railroad to the north and Old Spanish Trail to the south. 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 is an existing driveway connection to Old Spanish Trail (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.

In 2007 an FDEP permit was approved for impervious development up to 4.10 acres of future impervious area. Therefore, no additional stormwater management is not required at this time.

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 an existing driveway connection to Old Spanish Trail.

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 120630C0475D:***

The proposed development is located entirely within FEMA-designated Flood Zone X. Although a portion of the parcel is within FEMA Flood Zone A, no proposed development is located within or adjacent to the Flood Zone A area.

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.

Manufacturing development is required to provide one (1) parking space per 750 gross square feet of floor area.

No additional parking is required at this time.

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

The Fire Marshal submitted an email on July 8, 2026 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 total project cost less than 10 million.

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 Old Spanish Trail. 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:

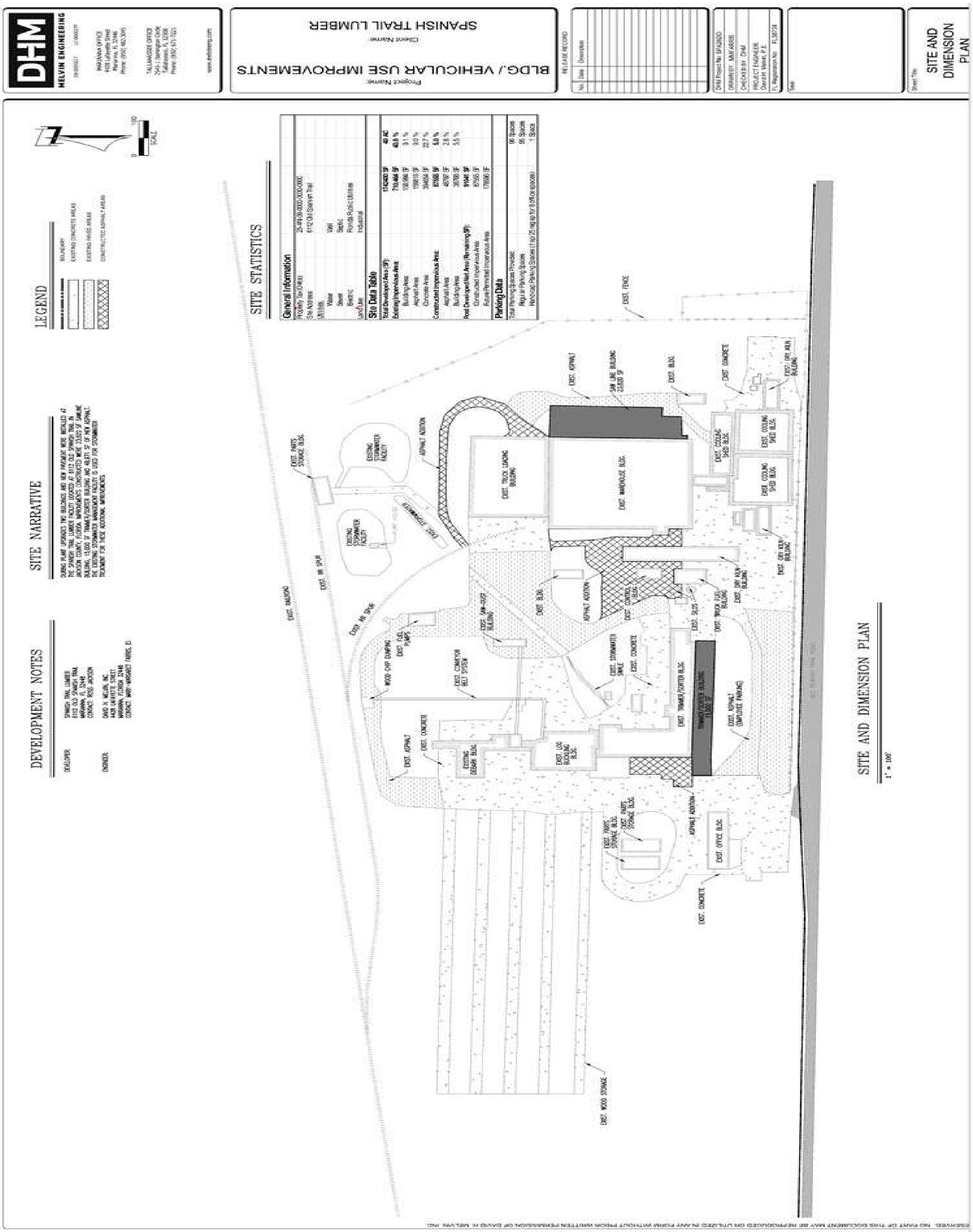
The comments made in this staff report are based on the information submitted by the applicant/agent/owner for review. Planning Staff recommends **approval** of the proposed site, subject to the following conditions:

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.


DHM
MELVIN ENGINEERING
SPANISH TRAIL LUMBER
BLDG./ VEHICULAR USE IMPROVEMENTS
SITE AND DIMENSION PLAN
DEVELOPMENT NOTES
SITE NARRATIVE
LEGEND
SITE STATISTICS
General Information
Site Data Table
Parking Data
SITE AND DIMENSION PLAN

AGENDA ITEM # 4102026-411
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Consent Agenda Items**

Background:

Strategic Plan Goal:

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office:	**Administration**
Reviewed By:	**Jennifer Collins** **Lynsey Darragh** **Jim Dean**

Recommendation:

Potential Motion:	I move to approve.

AGENDA ITEM # 4102026-412
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**, Finance**

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

Background:

Strategic Plan Goal:

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office:	**Finance**
Reviewed By:	**Jennifer Collins** **Lynsey Darragh** **Jim Dean**

Recommendation:

Potential Motion:	I move to approve.

AGENDA ITEM # 7212026-686
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Marie Richards, Finance**

SUBJECT:	**Request: Board approval of Meeting Minutes - Marie Richards, Finance**
Background:	July 7, 2026 Special Meeting July 14, 2026 Regular Meeting
Strategic Plan Goal:	**Sustainable Services & Budgeting**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Finance**
Reviewed By:	**Marie Richards** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	
Potential Motion:	I move to approve the minutes as presented.

SPECIAL MEEING
JULY 7, 2026

The Jackson County Board of Commissioners and Industrial Licensing Board met in special session on Tuesday, July 7, 2026, at 9:00 AM in Board Chambers and via ZOOM/YouTube. Commissioners present were as follows: Chairman Jamey Westbrook, Paul Donofro, Donnie Branch and Edward Crutchfield. Dr. Willie Spires was not in attendance. Others attending were: Jim Dean, County Administrator, Clayton Knowles, County Attorney, Clay Rooks, Clerk of Court and Tony Pumphrey, Finance Officer.

Jim Norton, Gulf County Superintendent of Schools introduced himself as running for Congress.

Commissioner Branch led the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

Jim Dean, County Administrator, presented the agenda with two (2) additions Section 2, Item 3 – Market Building Sales Contract and Item 4 – old Jackson School Building Sales Contract. A motion was made by Commissioner Donofro, seconded by Commissioner Branch and carried 4-0 (Spires out) to approve the agenda as amended.

Jim Dean for Lucas Mayo, Grants/Contracts Manager, presented a request to adopt Resolution 26-19 for the sale of Surplus Property - Carpentry Building at Endeavor Parcel #08-4N-10-0000-0100-0000. A motion was made by Commissioner Donofro, seconded by Commissioner Branch and carried 4-0 (Spires out) to adopt Resolution 26-19 for the sale of the Carpentry Building at Endeavor and authorize the Chairman to sign.

Jim Dean for Lucas Mayo presented a request to adopt Resolution 26-20 for the sale of Surplus Property – Smokestack Building at Endeavor Parcel #08-4N-10-0000-0100-0000. A motion was made by Commissioner Crutchfield, seconded by Commissioner Donofro and carried 4-0 (Spires out) to adopt Resolution 26-20 for the sale of the Smokestack Building at Endeavor and authorize the Chairman to sign.

Jim Dean for Lucas Mayo presented a request to set a Workshop Meeting for the County Vulnerability Assessment Update Presentation for July 28, 2026, at 5:00 PM prior to the regularly scheduled Board meeting at 6:00 PM. Hannah Hart with Dewberry will attend and present to the Board and Public, the Final Presentation for the Update to the County's Vulnerability Assessment. No action will be required by the Board. A motion was made by Commissioner Donofro, seconded by Commissioner Crutchfield and carried 4-0 (Spires out) to set a Workshop Meeting for July 28, 2026, at 5:00 PM to listen to the County Vulnerability Assessment Update Presentation by Dewberry Engineering.

Jim Dean for Maile Ontiveros, Human Resources Director/Risk Management, presented a request to approve the revised Public Records Request Policy. The current Public Records Request Policy has been reviewed to ensure it reflects current legal requirements, administrative best practices, and operational procedures for responding to public records requests. The proposed revisions clarify staff responsibilities, establish standardized procedures for receiving and processing requests, provide updated guidance regarding response timeframes, and outline the assessment and collection of applicable fees in accordance with Florida law. The updated policy is intended to promote efficient handling of public records requests while ensuring the County continues to provide timely access to public records in a manner that is consistent, transparent, and compliant with all applicable statutes. A motion was made by Commissioner Donofro, seconded by Commissioner Crutchfield and carried 4-0 (Spires out) to approve the revised Public Records Request Policy and authorize the Chairman to sign.

Jim Dean presented the Sales Contract for the Market Building at Endeavor (adjacent to the smokestack building) in the amount of $80,000 to Travis DeShazo. A motion was made by Commissioner Crutchfield, seconded by Commissioner Branch and carried 3-0 (Donofro abstained and Spires out) to approve the sales contract with Travis DeShazo in the amount of $80,000 for the Market Building at Endeavor and authorize the Chairman to sign.

Jim Dean presented a request from Charles Shults to purchase the old Jackson School Building for 98% of list price. He plans to open an education center to be filled with exhibitions to be known as the Epic (Every Person Is Capable) STEM Challenge Center for students 12 and up. It will be open Thursday through Saturday only. A motion was made by Commissioner Branch, seconded by Commissioner Crutchfield and carried 4-0 (Spires out) to table the sale of the Jackson School Building at Endeavor to Charles Shults for the Jackson School Building at Endeavor until next week's meeting.

Tyler Schaeffer, Procurement Officer introduced Laura Rybka with Siver Insurance Consultants, who presented the responses to RFP 2526-1 - Employee Health Plan. The County requested fully funded plans be submitted, but there were some self-funded plans received as well. Ms. Rybka reviewed all of them. She discussed the differences between a fully funded and self-funded insurance plan. Based on her review, she recommends the County go with Acentria FMIT (Florida Municipal Insurance Trust) UHC (United Health Care) Plan 6 with a total annual premium of $5,743,461.60 based on 220 single and 120 family plans. This was the lowest premium of the fully funded plans received. Currently, she doesn't recommend a self-funded plan. She recommends staff negotiate with Acentria FMIT UHC for employees to purchase more coverage or a plan with a lower deductible, etc. if desired.

Michael Richter, Boyd Insurance, spoke.

Jim Dean stated the current HRA and FSA plans are budgeted for this upcoming fiscal year. He supports Ms. Rybka's recommendation. Michael John Milton will continue to administer the plan.

After much discussion, a motion was made by Commissioner Donofro and seconded by Commissioner Crutchfield to select Acentria FMIT UHC (Plan 6) as the health insurance carrier for the Jackson County Board of Commissioners.

Lindsey Darrah, Administrative Services Director, answered questions about the current HRA and FSA plans and the Teledoc program.

After further discussion the motion carried 4-0 (Spires out).

Chairman Westbrook adjourned the meeting at 10:36 AM.

REGULAR MEEING
JULY 14, 2026

The Jackson County Board of Commissioners and Industrial Licensing Board met in regular session on Tuesday, July 14, 2026, at 9:00 AM in Board Chambers and via ZOOM/YouTube. Commissioners present were as follows: Chairman Jamey Westbrook, Paul Donofro, Donnie Branch Edward Crutchfield and Dr. Willie Spires. Others attending were: Jim Dean, County Administrator, Clayton Knowles, County Attorney, Clay Rooks, Clerk of Court and Tony Pumphrey, Finance Officer.

Commissioner Branch led the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

A motion was made by Commissioner Donofro, seconded by Commissioner Crutchfield and carried unanimously to keep Senator Lindsey Graham's family and friends in our thoughts and prayers after his sudden death.

Jim Dean, County Administrator, presented the agenda with the deletion of Section IV, Item 14 - Sales contract with Charles Shults for the former Jackson Alternative School Building. A motion was made by Commissioner Donofro, seconded by Commissioner Spires and carried unanimously to approve the agenda as amended.

Alan Suskey, Executive Vice President Shumaker Advisors, the County's lobbying firm, presented an update on the recent legislative session. All three (3) of this past year's requests were approved. The Andrew Jackson statue being given to the county by the State is in its final stages. The State pays for the full installation cost, but the county will decide where to locate it. The Board thanked Mr. Suskey for the work he and his firm do for the county.

Danny Melvin, Volunteer, presented a request for the county to allow he and other volunteers to install life jacket boards at county-managed boat landings at no cost to the county. A life jacket board is a simple kiosk-style structure that allows boaters to donate/borrow/return children's life jackets. These are in use in other locations in the state and allow boaters who may have forgotten life jackets for the kids to still enjoy a safe day on the water. He will work with Rett Daniels, Deputy County Administrator, to decide where to install the boards. The Board stated their appreciation for Colby Smith and Danny Melvin. A motion was made by Commissioner Branch, seconded by Commissioner Branch and carried unanimously to allow the installation of life jacket boards at various boat landings.

Department Heads recognized employees for their Years of Service

John Howard	Road & Bridge	5 Yrs
Donnie Lipford	Road & Bridge	5 Yrs
Harold Spates	Maintenance	5 Yrs

Consent Agenda Items -

a) Request: Pay Bills
b) Request: Approve Meeting Minutes from June 23, 2026, Regular Meeting
c) Request: Approve a Right-of-Way Use Permit from WES Environmental for two additional monitoring wells on Birchwood Road
d) Request: Approve a $300 TDC grant for the upcoming Bows, Bling, & Peanut Queens event

e) Request: Approve a $300 TDC grant for the upcoming Cole Burges Memorial 5K run
f) Request: Approve a $350 TDC grant reimbursement for Partners for Pets for the Paws a Palooza event
g) Request: Approve a budget amendment to balance TDC Accounts, with most of the adjustments related to the Jackson County Museum capital project.
h) Request: Approve the Annual Mosquito Control Reports including the Detailed Work Plan Budget and the Integrated Mosquito Management Plan
i) Request: Approve the FY 2026-27 Division of Forestry Operations Plan
j) Request: Approve the Educational Reimbursement Contracts for three (3) Fire Rescue Employees attending the upcoming Paramedic Program as follows: Trenton Anderson, Thomas Darnell and Savanna Lee

A motion was made by Commissioner Spires, seconded by Commissioner Crutchfield and carried unanimously to adopt the Consent Agenda.

Carol Dunaway, Supervisor of Elections, presented a request to surplus the Supervisor of Elections out of commission Vote-By-Mail folder and inserter machine. There is a possibility that a neighboring Supervisor of Elections may be interested in purchasing the old machine as is. The request is to surplus the equipment, make an offering to the neighboring Supervisor of Elections and if not taken or if the Board prefers, surplus the equipment following normal protocol. A motion was made by Commissioner Branch, seconded by Commissioner Spires and carried unanimously to surplus the Supervisor of Elections out of commission Vote-By-Mail folder and inserter machine. She also thanked the Board and staff for the security updates done at her office in Marianna.

Kelsi Jackson, Tourist Development Council (TDC) Director presented the TDC Quarterly Report.

Kelsi Jackson presented a request to approve updates to the rental policies and a Memorandum of Understanding (MOU) with Jackson County School District to provide complimentary use of designated County facilities in exchange for volunteer service hours supporting County programs and events. Approval also includes minor administrative updates to the County's Facility Rental Policy and discount schedule to reflect and formalize the provisions of the MOU. A motion was made by Commissioner Spires, seconded by Commissioner Donofro and carried unanimously to approve updates to the rental policies and an MOU with Jackson County School District and authorize the Chairman to sign.

Jim Dean for Jeffrey Register, Road and Bridge Director, presented a request to approve a Task Work Order with Alday-Howell in the amount of $452,579 for the design of (CR164) Blue Springs Road from Sylvania Plantation Road to Butler Road. A motion was made by Commissioner Donofro, seconded by Commissioner Spires and carried unanimously to approve a Task Work Order with Alday-Howell in the amount of $452,579 for the design of (CR164) Blue Springs Road and authorize the Chairman to sign.

Jim Dean for Tyler Schaeffer, Procurement Officer, presented a request to set a Special Meeting for August 18, 2026, at 9:00 AM to discuss RFP 2526-11 - Property Liability & Risk Insurance. A motion was made by Commissioner Donofro, seconded by Commissioner Branch and carried unanimously to set a Special Meeting for August 18, 2026, at 9:00 AM to discuss RFP 2526-11 - Property Liability & Risk Insurance.

Jim Dean for Tyler Schaeffer presented a request to award RFP 2526-19 Land Surveying Services. Since this type of service is covered by the Consultants' Competitive Negotiation Act (CCNA), pricing is not available as part of the proposal and must be negotiated after selecting the most qualified firm. A motion was made by Commissioner Spires, seconded by Commissioner Branch and carried unanimously to table the award for RFP 2526-19 Land Surveying Services.

Jim Dean for Tyler Schaeffer presented a request to award RFQ 2526-20 Barber Road Lift Station rehab. The bids were evaluated by engineering firm DHM, who recommends award to the low bidder of Mainline Construction at $1,087,605.36. This project is funded by Florida Commerce Rural Infrastructure Fund (RIF) with an available budget of $1,476,800. A motion was made by Commissioner Donofro, seconded by Commissioner Crutchfield and carried unanimously to award RFQ 2526-20 Barber Road Lift Station to Mainline Construction at $1,087,605.36 and authorize the Chairman to sign.

Jim Dean for Lucas Mayo, Grants/Contracts Manager, presented a request to approve Amendment #3 with the U.S. Department of Commerce (DOC) to EDA Grant 04-79-07448 for Project Blue Sky. The amendment extends the Construction Period of the grant to May 28, 2027, and the award period to September 30, 2027. The Project is currently expected to be completed by September 30, 2026. A motion was made by Commissioner Donofro, seconded by Commissioner Branch and carried unanimously to approve Amendment #3 with DOC to EDA Grant 04-79-07448 for Project Blue Sky and authorize the Chairman to sign.

Jim Dean for Lucas Mayo presented a request to approve Change Order #4 with WEHR Contractors for the Jackson Hospital Air Purification Project. Change Order #4 allocates $35,526.77 from contingency for costs associated with additional work needed to complete HVAC controls and recommissioning of the 3rd floor following adjustments made by the engineer. There will be $126,711.89 remaining in contingency. No additional time is being added for these changes. This project is fully grant funded. A motion was made by Commissioner Crutchfield, seconded by Commissioner Spires and carried unanimously to approve Change Order #4 with WEHR Contractors for the Jackson Hospital Air Purification Project and authorize the Chairman to sign.

Jim Dean for Lucas Mayo presented a request to approve the Purchase & Sale Agreement with Eco Development North FL, LLC. in the amount of $25,000 for five (5) acres with an option to purchase an additional five (5) acres within a five (5) year period at the same price per acre for Project CleanHealth. The agreement provides 36 months for completion of construction, or the County may have the right to repurchase. A motion was made by Commissioner Spires, seconded by Commissioner Crutchfield and carried 4-0 (Donofro abstained) to approve the Purchase & Sale Agreement with Eco Development North FL, LLC in the amount of $25,000 for five (5) acres with an option to purchase an additional five (5) acres within a five (5) year period at the same price per acre for Project CleanHealth and authorize the Chairman to sign.

Jim Dean for Rett Daniels presented a request to approve Amendment #8 with Northwest Florida Water Management District (NWFWMD) for Blue Springs Sewer Project Phase 3A (Grant Agreement 17-061) and Work Authorization Amendment #2 with Alday Howell Engineering. This amendment will revise the date of expiration to March 31, 2030, with the same terms and conditions. Also, this amendment will revise the grant amount to $15,758,035.47 or the final cost to complete the project, whichever is less. This Amendment adds funding to Phase 2 & 3A construction and 3A Project Management/CEI. The

Phase 3A WA Amendment 2 reflects those changes. A motion was made by Commissioner Donofro, seconded by Commissioner Spires and carried unanimously to approve Amendment #8 with NWFWMD for Blue Springs Sewer Project Phase 3A; approve Work Authorization Amendment #2 with Alday Howell Engineering; allow Alday Howell to bid Phase 3A; require the contractor (L&K Contracting) to attend every Board meeting to explain where they are with the status of the project; and authorize the Chairman to sign. The Board also directed Attorney Knowles to look up the liquidated damages in the contract with L&K Contracting.

Jim Dean for Lucas Mayo presented a request to approve an Economic Development Incentive (EDI) Agreement with the Jackson County Economic Development Committee (JCEDC) for Project Fast (McDonalds in Graceville). The proposed EDI Agreement establishes the terms under which eligible economic development incentives may be provided for Project Fast, contingent upon meeting the performance requirements outlined in the Agreement. To facilitate efficient administration of the program, the County authorizes the JCEDC to execute the Agreement, monitor compliance with all performance measures, and administer the disbursement of incentive funds in strict accordance with the Agreement. The JCEDC shall act as the County's agent solely for the purposes of implementing and administering the Agreement and shall ensure that all incentive payments are made only upon satisfaction with the applicable contractual requirements. The Board of Commissioners acts as the West Jackson County Development Authority (WJCDA) and will provide the money to JCEDC to issue Project Fast. Darwin Gilmore, JCEDC, answered questions from the Board. A motion was made by Commissioner Donofro, seconded by Commissioner Crutchfield and carried 3-2 (Westbrook, Branch opposed) to approve the EDI Agreement with JCEDC for Project Fast and authorize the Chairman to sign.

Chairman Westbrook requested patch work be performed on Basswood Road.

Commissioner Crutchfield requested an evaluation be done at the intersection of Smokey Road and Racheal Road to determine what safety measures need to be taken to ensure drivers don’t get hurt. Jeffrey Register, Road and Bridge Director will evaluate the intersection.

Chairman Westbrook adjourned the meeting at 10:25 AM.

AGENDA ITEM # 712026-655
AGENDA DATE: 7/28/2026

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

FROM: **Marie Richards, Finance**

SUBJECT: **Request: Board appointment of two County Commissioners to serve on the Value Adjustment Board - Marie Richards, Finance**

Background: Two County Commissioners will serve on the VAB with one of the two being elected by the VAB to serve as Chairman.
Dates of Meetings for 2026:

- Monday, October 5, 2026 (Organizational Meeting)
- Monday, October 12, 2026 (Hearing)
- Tuesday, October 13, 2026 (Hearing, if necessary)

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

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Finance**

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

Recommendation: **Accept**

Potential Motion: I move to appoint ____________and____________ to serve on the Value Adjustment Board.

AGENDA ITEM # 712026-654
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Marie Richards, Finance**

SUBJECT:	**Request: Board appointment of Citizen Member to the Value Adjustment Board - Marie Richards, Finance**
Background:	The composition of the VAB requires a citizen member who owns homestead property within the county be appointed by the BOCC.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Finance**
Reviewed By:	**Marie Richards Jennifer Collins Lynsey Darragh Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to appoint ____________ to serve as the citizen member on the Value Adjustment Board.

COMMITTEE APPLICATION FORM

Thank you for your interest in serving the community as a committee member. Please complete this application form and return it to the Jackson County Administration Office, 2864 Madison Street, Marianna, FL 32448. Committee applications are kept on file and reviewed as necessary to fill vacancies. For more information about the various committees, please visit our website at jacksoncountyfl.gov. If you have any additional questions, contact Maile Ontiveros at (850) 482-9633 or via e-mail at info@jacksoncountyfl.gov. Some Committee appointments require Financial Disclosure as outlined in Section 112.3145(1)(a), Florida Statutes.

Name: STEVE MILLER		
[redacted]		
City: MARIANNA	State: FL	Zip Code: 32446
[redacted]		

Committee Applying For (full list available at________):

VALUE ADJUSTMENT BOARD

Background (List any related experiences, skills, or qualifications):

FL GENERAL CONTRACTOR - 30+ YEARS
REAL ESTATE INVESTOR - 27+ YEARS
B.S. DEGREE / FINANCE - FSU

Why are you interested in this committee (s):

USE MY PERSONAL EXPERIENCES TO ASSIST RESIDENTS OF JACKSON COUNTY WITH PROPERTY TAX ISSUES.

Sign: S Miller

Date: JUNE 17, 2026

COMMITTEE APPLICATION FORM

Thank you for your interest in serving the community as a committee member. Please complete this application form and return it to the Jackson County Administration Office, 2864 Madison Street, Marianna, FL 32448. Committee applications are kept on file and reviewed as necessary to fill vacancies. For more information about the various committees, please visit our website at jacksoncountyfl.gov. If you have any additional questions, contact Maile Ontiveros at (850) 482-9633 or via e-mail at info@jacksoncountyfl.gov. Some Committee appointments require Financial Disclosure as outlined in Section 112.3145(1)(a), Florida Statutes.

Name: Kimberly Walters

[redacted]

City: Marianna	State: FL	Zip Code: 32446

[redacted]

Committee Applying For (full list available at_______):

Value Adjustment Board

Background (List any related experiences, skills, or qualifications):

I have extensive professional experience in compliance, training administration and reviewing documentation in a highly regulated industry. In my role as Director of Training for an international pharmaceutical company, I am required to demonstrate objective evaluation of information, attention to detail and fair, fact-based decision making. As a Jackson County business owner (Cajun Corner)and multi property land owner I also have firsthand knowledge of local economic and property related-related concerns.

Why are you interested in this committee (s):

I have graduated the Jackson County Citizens Academy, I am an Ambassador for the Jackson County Chamber of Commerce, an Ambassador for the Jackson County Tourism Development Council, a member of the board for the Endeavor Museum, a member for my third term on the Affordable Housing Committee. A delegate for the First United Methodist Church and a member of the Main Street Marianna Events Committee.
I am committed to public service, transparency and the impartial review of evidence presented to the Value Adjustment Board.
I am vested in the current and future state of Jackson County.

Sign: Kimberly Walters Date: 6/14/2026

AGENDA ITEM # 712026-656
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Marie Richards, Finance**

SUBJECT:	**Request: Board approval to hire Special Counsel for Value Adjustment Board - Marie Richards, Finance**
Background:	Legislation requires that Special Counsel must be hired to serve as the VAB Attorney in counties that do not use Special Magistrates since County Attorneys are not authorized to serve in this capacity. Martha Eskuchen has served for several years and is willing to serve again.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Finance**
Reviewed By:	**Mary Smith Jennifer Collins Lynsey Darragh Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to enter into a contract with Martha Eskuchen to serve as the VAB Attorney and authorize the Chairman to sign.

AGENDA ITEM # 7212026-696
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Ratification of FDLE State Financial Agreement LESA Grant - Donald Edenfield, Sheriff**
Background:	Due to the grant acceptance deadline, the Chair executed the grant agreement to ensure Jackson County Sheriff Department did not forfeit the funding opportunity. In accordance with Board policy, the partially executed agreement is being presented for ratification.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Administration**
Reviewed By:	**Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve the ratification of the FDLE State Financial Agreement LESA Grant that authorized the Chairman to sign at the previous meeting on 07/20/2026.

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Law Enforcement Salary Assistance (LESA) Grant

Award Number:	AJ017
Recipient:	Jackson County Board of County Commissioners
Grant Activity Period:	07/01/2026 - 06/30/2027
Award Amount:	$1,493,408.00
CSFA Catalog Number:	71.067

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the Jackson County Board of County Commissioners on behalf of the Jackson County Sheriff's Office (herein collectively referred to as the "Recipient"). The Department and Recipient and/or Recipient's Sheriff are sometimes referred to herein individually as a "Party", or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, Line 1333 of the Florida General Appropriations Act for the 2026-2027 state fiscal year authorizes $1,493,408.00 in nonrecurring, General Revenue funds, to be provided to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the sheriff's office or the county operated correctional facility in fiscally constrained counties, as defined in section 218.67(1), F.S.; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

SECTION I: SCOPE OF WORK

(1) The Recipient shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.

(2) The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.

(3) The Recipient shall establish policies and procedures, in accordance with generally accepted accounting principles, to track disbursements received from the Department and the salaries and benefits paid out to deputy sheriffs and correctional officers during the project period. The portion of salaries and benefits paid with funds under this agreement must be tracked separately from other salary dollars.

(4) The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.

(5) The Recipient shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the award period. Copies of supporting documentation must be made available upon request and may include, but is not limited to timesheets, paystubs, payroll reports, and general ledgers.

(6) The Recipient shall provide copies of all reports required in Section III of this agreement by the specified deadlines.

The specific deliverable(s) associated with this scope of work are outlined in Section II.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity in accordance with their responsibilities outlined in Section I of this agreement.

Financial Consequences: Failure to meet the minimum performance required by the deliverable below will result in a withholding of the next quarterly advance.

Deliverable:	The Recipient will use funding provided under this agreement to increase the base salaries, and the associated employer-paid benefits, for deputy sheriffs and correctional officers under their employment.
Minimum Performance	The Recipient shall provide a Quarterly Payroll Certification (QPC) for the most recently completed quarter attesting to the amount of state funds paid to each individual deputy sheriff and/or correctional officer during that quarter.
Price:	$1,493,408.00

SECTION III: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount may be submitted by the Recipient through the Department's electronic grant management system. This shall be restricted to notifying the Department of changes in the key personnel identified in Section VIII of this agreement.

(2) Monetary Amendments: Amendments to the monetary amounts of this award are not permitted unless the Recipient does not expend all funds allocated under this agreement at the conclusion of the final quarter. In that instance, the Department's Grant Manager will process an administrative amendment to decrease the award for closeout.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION IV: REPORTING REQUIREMENTS

The Recipient shall be responsible for providing the following reports and/or documents by the deadlines specified below. Payments to be disbursed under this agreement shall be withheld by the Department until the following reports are received.

(1) Prior to the initial distribution of funding: The Recipient must provide to the Department:

(a) A copy of this signed agreement;

(b) A Spending Plan detailing how salary increases funded by this agreement shall be distributed to deputy sheriffs and/or correctional officers; and

(c) If not already on file with the Department, a copy of the Recipient's approved local operating budget for the 2025-2026 fiscal year, detailing the amount of local funds budgeted for deputy sheriffs and correctional officer salaries.

(d) The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, as further outlined in section VI of this agreement.

(2) By November 1, 2026: The Recipient shall provide a copy of the Recipient's approved local operating budget for the 2026-2027 fiscal year, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

(3) No later than 15 days after the end of each quarter: The Recipient shall submit the corresponding Budget Reporting Period in the Department's electronic grant management system. The Recipient shall complete and upload a QPC to the Budget Reporting Period. A copy of the QPC template and instructions for submitting Budget Reporting Periods in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

The Department shall provide the Recipient's submitted spending plan, as required under paragraph (1)(b) of this section, to the Florida Sheriff's Association by October 6, 2026.

SECTION V: PAYMENTS

The Department shall disburse funds under this agreement to the Recipient in four equal, quarterly cash advances of $373,352.00. The Department shall initiate the disbursement of each cash advance upon receipt of the required Quarterly Payroll Certification (QPC) for the previous quarter, provided no other outstanding reporting requirement exists as outlined in section IV of this agreement.

If the Recipient fails to provide services as outlined in section I of this agreement, additional distribution of funds to be provided under this agreement will be withheld and future funding under this program may also be jeopardized.

If the provision of services ceases during the award period, the Recipient shall submit a final report to the Department that includes the actual salary costs of impacted deputy sheriffs and/or correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs incurred by the Recipient will be compared to the total amount of funds disbursed under this agreement to date, and any state funds in excess of actual costs incurred must be refunded to the Department no later than July 31, 2027.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VI: ANNUAL RECONCILATION REQUIREMENT

The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, is due to the Department by July 30, 2026.

The Department shall utilize this final QPC to reconcile the total state funds received with the total expenses incurred under the prior year's award. The Department shall provide the Recipient with a written final reconciliation notice. Any amount of state funds disbursed to the Recipient that were not utilized to increase the salaries of deputy sheriffs and/or corrections officers, as stated in the notice, must be refunded to the Department within 30 days of receipt of the notice.

No funding under this agreement shall be disbursed until the reconciliation process is complete and the prior year's award balance reflects $0.00.

SECTION VII: MONITORING

The Department may initiate monitoring of the Recipient at any time during the award period. This monitoring review will consist of random sampling of expenses reported on the Quarterly Payroll Certifications (QPCs), the payroll and timekeeping records of the Recipient, financial ledger reviews to ensure funds disbursed under this agreement are being tracked separately, and internal control reviews to ensure the certification and information presented to the Department is true and accurate.

If the Recipient changes accounting systems, payroll systems, or time management systems during the award period, the Recipient shall notify the Department within 30 days of the system change going live. The Department shall conduct a random sampling of expenses reported in the next submitted QPC.

If the Recipient's Comprehensive Annual Financial Report (CAFR), or Single Audit, includes a deficiency or finding related to the management of a current or previous Law Enforcement Salary Assistance award, the Department shall initiate a random sampling style monitoring of the next submitted QPC to ensure the Recipient has taken necessary steps and/or formal corrective actions to address any deficiencies or findings identified in the CAFR or Single Audit.

SECTION VIII: AWARD CONTACTS

Department's Grant Manager

Angela Ferrara
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1253
AngelaFerrara@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Regina L. Patrick
Chief Financial Officer
4111 Governor Rick Scott Dr
Marianna, FL 32448
850-482-9624 ext 202
gina.patrick@jacksonso.com

Recipient's Chief Official (CO)

Jamey Westbrook
Chairman
2864 Madison St
Marianna, FL 32448
850-482-9633
donofrop@jacksoncountyfl.gov

Recipient's Chief Financial Officer (CFO)

Regina L. Patrick
Chief Financial Officer
4111 Governor Rick Scott Dr
Marianna, FL 32448
850-482-9624 ext 202
donofrop@jacksoncountyfl.gov

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a

financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

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

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

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

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number: 71.067
Award Number: AJ017
Award Amount: $1,493,408.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award AJ017 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including 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." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests: All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient's duty to provide public records related to this agreement, the Recipient shall contact the Department's Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) Expiration of Security Interest: Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) <u>Subawards, Contracts, and Assignments:</u> Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) <u>Recipient Responsibilities:</u> The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) <u>Subrecipient Responsibilities:</u> If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) <u>Subrecipient agreements:</u> Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) <u>Timely Payment of Advanced Funds to Third Parties:</u> If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) <u>Non-profit Recipient Additional Requirements:</u> If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) <u>Allocations for Remuneration Form:</u> Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

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

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(f) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION X: SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section IX through Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: AJ017 **Award Amount:** $1,493,408.00

Recipient
Jackson County Board of County Commissioners

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: Date: 07/20/2026

Typed Name and Title: Jamey Westbrook, Chairman

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: Date:

Printed Name and Title:

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: Date:

Printed Name and Title:

Signature: Date:

Printed Name and Title:

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: Date:

Printed Name and Title: Cody Menacof, Bureau Chief

AGENDA ITEM # 7222026-703
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Gina Patrick, Jackson County Sheriff Office**

SUBJECT: **Request: JCSO is requesting to surplus and sell vehicles - Gina Patrick, JCSO**

Background: The Jackson County Sheriff's Office (JCSO) is requesting to surplus and sell the following vehicles:

1. 2009 Chevrolet Tahoe 1GNFC23089R216526 226,277 miles
2. 2011 Dodge Charger 2BBCL1CG5BH550636 238,212 miles
3. 2001 Yamaha Waverunner 1789E101

Strategic Plan Goal: **Healthy & Safe Communities**

Previous Action:

Amount of Funds to Be Expended or Requested:

Source of Funds:

Originating Office: **Jackson County Sheriff Office**

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

Recommendation: **Accept**

Potential Motion: I move to approve for JCSO to surplus and sell the vehicles included in this request and authorize the Chairman to sign.

AGENDA ITEM # 7222026-702
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Gina Patrick, Jackson County Sheriff Office**

SUBJECT:	**Request: for JCSO reimbursement of Crime Prevention Items in the amount of $4,621.54 - Gina Patrick, JCSO**
Background:	The Jackson County Sheriff's Office is requesting funds from the Crime Prevention fund for purchase of hand fans and backpacks used in an effort to enhance public awareness of crime prevention and safety to the citizens of Jackson County. (Invoices are attached.)
Strategic Plan Goal:	**Healthy & Safe Communities**
Previous Action:	Historically, JCSO has purchased items similar to these that are used at public events to continue in its efforts to enhance public awareness of crime prevention.
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Jackson County Sheriff Office**
Reviewed By:	**Gina Patrick** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve to reimburse the Jackson County Sheriff's Office $4,621.54 from the Crime Prevention Fund and authorize the Chairman to sign.

JACKSON COUNTY SHERIFF'S OFFICE
Vendor: 1226
Payee: RDJ Specialties Inc.

Check Date: 11/07/2025

Check Num: 0019577

Invoice No.	Invoice Date	PO	Description	Amount
117460	10/17/2025		117460 - OCTOBER 2025 - HAND FANS	1935.92

Total: **1,935.92**

Total of Invoices

$1,935.92
2,080.92
604.70
$4,621.54

521-49-54

RDJ SPECIALTIES, INC.

P.O. Box 309
Cordova, TN 38088-309

(800) 234-7357
www.rdjs.com

REMIT TO:
RDJ SPECIALTIES, INC.
P.O. BOX 309
CORDOVA, TN 38088-309

INVOICE

Number	117460
Date	10/17/2025
Page	1

Bill To:		Ship To:	
32447	Jackson Co. Shf's Office Attn: Gina Ballard P. O. Box #919 Marianna, FL 32446	3	Jackson Co. Shf's Office 4111 Gov. Rick Scott Dr Marianna, FL 32448

Reference #	Order Date	Order#	Salesperson	Terms	Tax Code	Wh	Freight	Ship Via
	10/09/25	497060	74	Net 10 Days	EX	01	PRE/ADD	VENDOR

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
CORRUGATED HAND FAN	Hand Fan Corrugated Plastic Item:: Lg Square HF-4000 Imprint Color:: See PO	500	500	0	EA	3.75	EA	1875.00
DISCOUNT 50	Customer Apprecition Discount	1	1	0	EA	.00	EA	.00

RECEIVED
OCT 27 2025
FINANCE

APPROVED
JP

PAID
S. Card

ANY DISCREPANCIES CONCERNING
PRODUCT OR PRICING MUST BE REPORTED
AND RESOLVED WITHIN 30 DAYS FROM INVOICE DATE

	Merchandise	Misc	Discount	Tax	Freight	Total Due 10/27/25
Tax No. 621522572	1875.00	.00	50.00	.00	110.92	1935.92

Visa, Master Card, Amex & Discover Accepted & Check by Phone

Customer Copy ... Last Page

RDJ
SPECIALTIES, INC.

QUOTE

P.O. BOX #309
Cordova, TN 38088-0309
WWW.RDJS.COM
800-234-7357
800-838-4964fax

ATTN: Gina Patrick

BILL TO:	SHIP TO:
Jackson County Sheriff's Office C/O Gina Patrick P.O. Box # 919 Marianna, FL 32446	Jackson County Sheriff's Office C/O Gina Patrick 4111 Rick Scott Drive Marianna, FL 32448

P.O. NUMBER	TERMS	SALESPERSON

UNITS	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
500		Custom Hand full color fans • Same imprint as last year		$ 4.04	$2020.00
		Free imprint and (0) set up charges			
		Loyalty Discount			$50.00
		Postage			$110.92

Shipping charges are determined at time of shipment.
Shipping charges will be added when you are invoiced.

TOTAL
$2080.92

Thank you for your business!

RDJ SPECIALTIES, INC.
FEDERAL TAX ID# 62-1522572

amazon.com

Details for Order #114-5480841-6983454

Paid By: Jackson County Sheriff's Office
Placed By: Crystal Hamlin
Order Placed: July 10, 2026
PO number : Schools
Amazon.com order number: 114-5480841-6983454
Order Total: **$604.70**

Not Yet Shipped

Items Ordered	**Price**
5 of: *Eccliy 50 Pack Backpacks in Bulk 17 Inches Wholesale Back Pack Basic Backpack for adult Lightweight Outdoor Travel Bookb ags(5 Colors)* Sold by and invoiced on behalf of: Huibrave (seller profile) Business Price Condition: New	$120.94

Shipping Address:
Crystal Hamlin
JACKSON COUNTY SHERIFF S OFFICE
4111 Gov. Rick Scott Drive
MARIANNA, FL 32448
United States

Shipping Speed:
Consolidated Shipping in fewest deliveries

Payment information

Payment Method:
Pay by invoice

Item(s) Subtotal:	$604.70
Shipping & Handling:	$0.00

Total before tax:	$604.70
Estimated Tax:	$0.00

Grand Total:	**$604.70**

To view the status of your order, return to Order Summary .

AGENDA ITEM # 7202026-681
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Tyler Schaeffer, Purchasing**

SUBJECT:	**Request: Board recommendation of award for 2526-19 Land Surveying Services - Tyler Schaeffer, Procurement Officer**
Background:	Staff received qualifications from surveying firms in response to a solicitation on June 25th. Since this type of service is covered by the Consultants' Competitive Negotiation Act (CCNA), pricing is not available as part of the proposal, and must be negotiated after selecting the most qualified firm.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
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 award to ________ and authorize county staff to negotiate rates.

AGENDA ITEM # 7202026-682
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Tyler Schaeffer, Purchasing**

SUBJECT:	**Request: Board recommendation of award for 2526-21 Disaster Recovery Consultant - Tyler Schaeffer, Procurement Officer**
Background:	On July 9th staff received responses to Request for Proposals 2526-21 Disaster Recovery Consultant.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
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 award to ________.

AGENDA ITEM # 792026-668
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Board approval of HMGP Grant Agreement 4673-337-R for Public Works Hardening - Lucas Mayo, Grants/Contracts Manager**
Background:	Grant provides funding to provide wind protection and backup power to the Public Works Facility. The project will replace the existing roof with a new code compliant roof and install hurricane rated products to all windows, wall louvers, doors, and any other unprotected openings. Scope also includes installing a 150-kW permanent generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. Project total cost is estimated to be $832,336.00, HMGP will fund 75%, which is $624,252.00 and the County will have to provide $208,084.00 as a match. End date is May 31, 2028.
Strategic Plan Goal:	**Innovative Facilities & Infrastructure**
Previous Action:	
Amount of Funds to Be Expended or Requested:	**$624,252** **$208,084**
Source of Funds:	**HMGP Grant 4673-337-R** **County Match**
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.

Sub-Recipient Agreement Checklist

Division of Emergency Management
Mitigation Bureau
FISCAL OPERATIONS UNIT
HMGP

Request For Review and Approval	
Sub-Recipient:	Jackson County
Project #:	4673-337-R
Project Title:	Jackson County, Public Works Headquarters, Wind Retrofit and Generator
Contract #:	H1293
Modification #:	N/A

Sub-Recipient Representative (Point of Contact)	
	Keith Maddox Administrator 2819 Panhandle Road Marianna, Florida 32466

Enclosed is your copy of the proposed contract/modification between **Jackson County** and the Florida Division of Emergency Management (FDEM).

	Complete
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 332-3226 or email me at Jessica.Anderson@yagroup.com.

Agreement Number:	**H1293**
Project Number:	**4673-337-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Jackson County
Sub-Recipient's unique entity identifier (UEI/FEIN):	E523DCNC6CG4 / 596000681
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 9, 2026
Subaward Period of Performance Start and End Date:	April 25, 2023 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$618,163.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$647,889.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$647,889.50
Federal award project description (see FFATA):	Wind Retrofit and Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Jessica.Anderson@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Jackson County, (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) <u>CONTACT</u>

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Jessica Anderson
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-332-3226
Email: Jessica.Anderson@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Keith Maddox
Administrator
2819 Panhandle Road
Marianna, Florida 32466
Telephone: 850-482-3045
Email: maddoxk@jacksoncountyfl.gov

ii. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 25, 2023, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

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

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$618,163.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

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

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

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

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

a. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

b. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

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

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

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

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

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

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

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

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

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

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

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

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

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

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

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

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

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

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

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

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

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

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

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

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

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

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

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

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

(18) PROCUREMENT

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

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

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

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

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

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

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

ii. Require unnecessary experience or excessive bonding;

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

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

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

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

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

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

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

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

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

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

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

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) <u>ATTACHMENTS</u>

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

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

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Budget and Scope of Work

iii. Attachment B – Program Statutes and Regulations

iv. Attachment C – Statement of Assurances

v. Attachment D – Request for Advance or Reimbursement

vi. Attachment E – Justification of Advance Payment

vii. Attachment F – Quarterly Report Form

viii. Attachment G – Warranties and Representations

ix. Attachment H – Certification Regarding Debarment

x. Attachment I – Federal Funding Accountability and Transparency Act

xi. Attachment J – Mandatory Contract Provisions

xii. Attachment K – Certification Regarding Lobbying

xiii. Attachment L – Florida Accountability Contract Tracking System

xiv. Attachment M – Foreign Country of Concern Affidavit

(20) <u>PAYMENTS</u>

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

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

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

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

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

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

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

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) <u>LOBBYING PROHIBITION</u>

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

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

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

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

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

m. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

n. The Subrecipient acknowledges that compliance with this Section (26) is material to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: JACKSON COUNTY

By: ____

Name and Title: ______________________________________

Date: ______________________

FEID#: ________________________

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: ____

Name and Title: Kevin Guthrie, Director

Date: __________________________________

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$618,163.25**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
    - Retrofitting of existing buildings and facilities
    - Generators for Critical Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Public Works Administration Headquarters, in Marianna, Jackson County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-337-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for retrofitting the Sub-Recipient's structure and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Jackson County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide wind protection and backup power to the Public Works Administration Headquarters located at 4765 Pelt Street, Marianna, Florida 32446.

The HMGP project shall provide protection to the facility by replacing the existing roof with a new code-compliant roof and installing hurricane rated products to all windows, wall louvers, doors, and any other unprotected openings. The current roof and exterior openings do not provide the required wind speed protection and impact requirements for the project's location. Jackson County also proposes to provide backup power to the Public Works Administration Headquarters by purchasing and installing a 150-kW permanent generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The scope of work also includes the installation of an automatic transfer switch, as well as the construction of a concrete pad and associated electrical work as determined necessary during the design process. This critical facility currently lacks an adequate backup power source, compromising fire-response capabilities and affecting the life-saving missions of Jackson County Fire Rescue. The Public Works Administration Headquarters serves as a critical auxiliary fire facility, providing storage for self-contained breathing apparatus (SCBA) systems and other life-safety equipment for Jackson County Fire Rescue. This critical facility is also a central hub for the warehousing of tools and reserve materials necessary to provide immediate response and repair to public safety infrastructure immediately after a natural disaster. The proposed wind retrofit and generator project intends to protect the integrity of the entire building and its contents from high wind events and provide a reliable backup power source to allow Jackson County to maintain this critical facility operational during future power outages. These upgrades will bolster the facility's defenses against natural hazards like hurricanes and tropical storms.

Wind protections must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804 that is used to determine whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The project shall provide protection against 138 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Address	kW	Coordinates
1)	4765 Pelt Street, Marianna, Florida 32446	150	(30.77011, -85.19834)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall be upgraded to meet Florida Building Code and/or Miami Dade Requirements, including all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) Signed and sealed copy of the As-built plans.

d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

e) Certified Letter of Completion:

    1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

    2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-

Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to the Public Works Administration Headquarters, Marianna, Florida 32446, by replacing the existing roof with a new code-compliant roof, installing hurricane rated products to all windows, wall louvers, doors, and any other unprotected openings, and by purchasing and installing a 150-kW permanent generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility.

Wind protections must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804 that is used to determine whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. Wind protections shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The project shall provide protection against 138 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
9) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

10) Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

    a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.

    b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

    c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

    Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

11) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.

12) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

13) The funding provided by the Division under this subgrant shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

14) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the building may have vulnerabilities due to age, design and location that may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

D) <u>Environmental:</u>

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act

(NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).

(1) The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.

(2) Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. ***Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***

(3) If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.

(4) A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.

9) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-337-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on March 9, 2026, and the Period of Performance for this project shall end on **May 31, 2028.**

F) <u>FINANCIAL CONSEQUENCES:</u>

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

State Contracting:	3	Months
Construction Plan/Technical Specifications:	1	Month
Bidding / Local Procurement:	3	Months
Permitting:	1	Month
Construction / Installation:	11	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**26**	**Months**

Budget

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$340,551.00	$255,413.25	$85,137.75
Labor:	$319,200.00	$239,400.00	$79,800.00
Fees:	$132,950.00	$99,712.50	$33,237.50
Initial Agreement Amount:	**$792,701.00**	**$594,525.75**	**$198,175.25**
***Contingency Funds:	$39,635.00	$29,726.25	$9,908.75
Project Total:	**$832,336.00**	**$624,252.00**	**$208,084.00**
******SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$23,637.50	$23,637.50	
SRMC Total:	**$23,637.50**	**$23,637.50**	

***Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $39,635.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $23,637.50 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $23,637.50, with a start date of **April 25, 2023**.*

Funding Summary Totals

Federal Share:	$624,252.00	(75.00%)
Non-Federal Share:	$208,084.00	(25.00%)
Total Project Cost:	**$832,336.00**	**(100.00%)**
SRMC (100% Federal)	$23,637.50	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); and EO 11990 (Wetlands).

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient’s jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:

a. Safety Hazard Present
b. Health Hazards Present

c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor’s work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Jackson County

REMIT ADDRESS: 2819 Panhandle Road

CITY: Marianna STATE: Florida ZIP CODE: 32466

PROJECT TYPE: Wind Retrofit and Generator PROJECT #: 4673-337-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1293

BUDGET: ______ FEDERAL SHARE: ______ LOCAL: ______

ADVANCED RECEIVED: ____ N/A ____ AMOUNT: ______ SETTLED? ______

Invoice Period: ______ through ______ Payment No: ______

Total of Previous Payments to Date: ______ (Federal)
Total of Previous SRMC to Date: ______ (SRMC Federal)
Total Federal to Date: ______ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ ______

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: ______

NAME: ______ TITLE: ______ DATE: ______

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ ______

______
DIVISION DIRECTOR

APPROVED SRMC TOTAL: $ ______

APPROVED FOR PAYMENT: $ ______

______
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT:	Jackson County	PAYMENT #:	
PROJECT TYPE:	Wind Retrofit and Generator	PROJECT #:	4673-337-R
PROGRAM:	Hazard Mitigation Grant Program	CONTRACT #:	H1293

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	**ELIGIBLE COSTS (100%)**
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents __% completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: JACKSON COUNTY

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

[ ] **ADVANCE REQUESTED**

Advance payment of $ ______________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Jackson County **PROJECT #:** **4673-337-R**
PROJECT TYPE: Wind Retrofit and Generator **CONTRACT #:** **H1293**
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** ______

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ ______ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: ______ Contract Expiration Date: ______
Date Deliverables Submitted: ______ Closeout Requested Date: ______

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under* ***Issues*** *below)*
Percentage of Milestones completed to Date: _____%
Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget
Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): ______
Signature: ______ Phone: ______

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*
☐ *Action Required:* ______

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____*%*
Date Reviewed: ______ *Reviewer:* ______ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, ____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

____

By: ______________________________________
Signature

____
Name and Title

____
Street Address

____
City, State, Zip

____
Date

Jackson County
Sub-Recipient's Name

H1293
DEM Contract Number

4673-337-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-337-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 618,163.25

OBLIGATION/ACTION DATE: March 9, 2026

SUBAWARD DATE (if applicable): ____________________

UEID/SAM#: E523DCNC6CG4

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: ______________________________

DBA NAME (IF APPLICABLE): ______________________________

PRINCIPAL PLACE OF BUSINESS ADDRESS: ______________________________

ADDRESS LINE 1: ______________________________

ADDRESS LINE 2: ______________________________

ADDRESS LINE 3: ______________________________

CITY ______________ STATE ________ ZIP CODE+4** ______________

PARENT COMPANY UEID/SAM# (if applicable): ______________________________

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): ______________________________

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide wind protection and backup power to the Public Works Administration Headquarters located at 4765 Pelt Street, Marianna, Florida 32446.

The HMGP project shall provide protection to the facility by replacing the existing roof with a new code-compliant roof and installing hurricane rated products to all windows, wall louvers, doors, and any other unprotected openings. The current roof and exterior openings do not provide the required wind speed protection and impact requirements for the project's location. Jackson County also proposes to provide backup power to the Public Works Administration Headquarters by purchasing and installing a 150-kW permanent generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The scope of work also includes the installation of an automatic transfer switch, as well as the construction of a concrete pad and associated electrical work as determined necessary during the design process. This critical facility currently lacks an adequate backup power source, compromising fire-response capabilities and affecting the life-saving missions of Jackson County Fire Rescue. The Public Works Administration Headquarters serves as a critical auxiliary fire facility, providing storage for self-contained breathing apparatus (SCBA) systems and other life-safety equipment for Jackson County Fire Rescue. This critical facility is also a central hub for the warehousing of tools and reserve materials necessary to provide immediate response and repair to public safety infrastructure immediately after a natural disaster. The proposed wind retrofit and generator project intends to protect the integrity of the entire building and its contents from high wind events and provide a reliable backup power source to allow Jackson County to maintain this critical facility operational during future power outages. These upgrades will bolster the facility's defenses against natural hazards like hurricanes and tropical storms.

Wind protections must follow the recommendations from a Hurricane Retrofit Building Assessment conducted by a professional engineer or licensed architect, utilizing the methodology provided in Chapter 3 of FEMA P-804 that is used to determine whether a structure is a good candidate for a wind retrofit and identifies the retrofits to be performed on the structure. Wind protection shall be provided on any other opening such as vents, louvers, and exhaust fans. The project shall conform with the design criteria found in ASCE 7 standards. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The automatic transfer switch(es) and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the automatic transfer switch(es) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards effective at the time of permitting. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The project shall provide protection against 138 MPH winds for Risk Category IV buildings and structures, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Project Locations:

ID#	Address	kW	Coordinates
1)	4765 Pelt Street, Marianna, Florida 32446	150	(30.77011, -85.19834)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): ____________________

ADDRESS LINE 1: ____________________

ADDRESS LINE 2: ____________________

ADDRESS LINE 3: ____________________

CITY ____________________ STATE ________ ZIP CODE+4** ____________

<u>CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:</u>

**Providing the Zip+4 ensures that the correct Congressional District is reported.

<u>EXECUTIVE COMPENSATION INFORMATION</u>:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

<u>"Executive"</u> is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion ___________________)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: ____

NAME AND TITLE: ____

DATE: ________________________________

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

____
Signature of Sub-Recipient/subcontractor’s Authorized Official

____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #:		
Total Contract Amount:		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: ______________________________

Vendor FEIN: ______________

Vendor's Authorized Representative Name and Title: ______________________________

Address: ______________________________

City:______________State:______________Zip: ______________

Phone Number: ______________________

Email Address:______________________________

Certified By: ______________________________
AUTHORIZED SIGNATURE

Print Name and Title: ______________________________

Date: ______________

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM # 7152026-675
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Board approval of FDLE Law Enforcement Salary Assistance Grant AJ030 for the Correctional Facility - Lucas Mayo, Grants/Contracts Manager**
Background:	The Jackson County Correctional Facility has been awarded $884,243.00 for Salary Assistance from 7/1/26 - 6/30/27.
Strategic Plan Goal:	**Sustainable Services & Budgeting**
Previous Action:	
Amount of Funds to Be Expended or Requested:	**$884,243**
Source of Funds:	**Grant AJ030**
Originating Office:	**Administration**
Reviewed By:	**Lucas Mayo** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve Grant Agreement and authorize the Chairman to sign.

BOARD of COUNTY COMMISSIONERS

Phone (850) 482-9633
Fax (850) 482-9643
www.jacksoncountyfl.gov

Administration Building
2864 Madison Street
Marianna, Florida 32448-4021

July 1, 2026

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

RE: Law Enforcement Salary Assistance Spending Plan

The Jackson County Board of County Commissioners has been allocated $884,243.00 in Law Enforcement Salary Assistance (LESA) funding for Fiscal Year 2026-2027. These funds will be used to increase the annual base salaries of our Correctional Officers from $48,159.00 to $49,809.00.

Correctional Officers will receive $1,650.00 additional this year in supplemental funding across the board to increase their annual base salary and account for compression. Each position received this amount to their base salary. Fringe benefits such as FICA (7.65%) and FRS (35.19%) will not be funded with LESA funding. The entire 26/27 funding amount will be allocated to support regular time salaries.

These are estimated amounts. Any amount over grant funding will come from funding provided by the Board of County Commissioners.

The cost will be distributed in the Board's monthly payroll and will be further detailed on the Quarterly Payroll Certification that is due by the 15th day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2026
- January 15, 2027
- April 15, 2027
- July 15, 2027

The Board will further maintain payroll summaries and timesheets to support each employee affected. If any of the information deviates from the plan outlined above, we will amend the Spending Plan and resubmit for approval.

Sincerely,

Jim Dean
County Administrator

Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Law Enforcement Salary Assistance (LESA) Grant

Award Number:	AJ030
Recipient:	Jackson County Board of County Commissioners
Grant Activity Period:	07/01/2026 - 06/30/2027
Award Amount:	$884,243.00
CSFA Catalog Number:	71.067

This grant award agreement ("agreement" or "award") is entered into by and between the Florida Department of Law Enforcement (herein referred to as the "Department" or "FDLE") and the Jackson County Board of County. The Department and Recipient and/or Recipient's Sheriff are sometimes referred to herein individually as a "Party", or collectively as the "Parties".

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS, Line 1333 of the Florida General Appropriations Act for the 2026-2027 state fiscal year authorizes $884,243.00 in nonrecurring, General Revenue funds, to be provided to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the sheriff's office or the county operated correctional facility in fiscally constrained counties, as defined in section 218.67(1), F.S.; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Amendments
Section IV: Reporting Requirements
Section V: Payments
Section VI: Annual Reconciliation Requirement
Section VII: Monitoring Requirements
Section VIII: Award Contacts
Section IX: Audit Requirements for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

(1) The Recipient shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.

(2) The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.

(3) The Recipient shall establish policies and procedures, in accordance with generally accepted accounting principles, to track disbursements received from the Department and the salaries and benefits paid out to deputy sheriffs and correctional officers during the project period. The portion of salaries and benefits paid with funds under this agreement must be tracked separately from other salary dollars.

(4) The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.

(5) The Recipient shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the award period. Copies of supporting documentation must be made available upon request and may include, but is not limited to timesheets, paystubs, payroll reports, and general ledgers.

(6) The Recipient shall provide copies of all reports required in Section III of this agreement by the specified deadlines.

The specific deliverable(s) associated with this scope of work are outlined in Section II.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity in accordance with their responsibilities outlined in Section I of this agreement.

Financial Consequences: Failure to meet the minimum performance required by the deliverable below will result in a withholding of the next quarterly advance.

Deliverable:	The Recipient will use funding provided under this agreement to increase the base salaries, and the associated employer-paid benefits, for deputy sheriffs and correctional officers under their employment.
Minimum Performance	The Recipient shall provide a Quarterly Payroll Certification (QPC) for the most recently completed quarter attesting to the amount of state funds paid to each individual deputy sheriff and/or correctional officer during that quarter.
Price:	$884,243.00

SECTION III: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount may be submitted by the Recipient through the Department's electronic grant management system. This shall be restricted to notifying the Department of changes in the key personnel identified in Section VIII of this agreement.

(2) Monetary Amendments: Amendments to the monetary amounts of this award are not permitted unless the Recipient does not expend all funds allocated under this agreement at the conclusion of the final quarter. In that instance, the Department's Grant Manager will process an administrative amendment to decrease the award for closeout.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION IV: REPORTING REQUIREMENTS

The Recipient shall be responsible for providing the following reports and/or documents by the deadlines specified below. Payments to be disbursed under this agreement shall be withheld by the Department until the following reports are received.

(1) Prior to the initial distribution of funding: The Recipient must provide to the Department:

(a) A copy of this signed agreement;

(b) A Spending Plan detailing how salary increases funded by this agreement shall be distributed to deputy sheriffs and/or correctional officers; and

(c) If not already on file with the Department, a copy of the Recipient's approved local operating budget for the 2025-2026 fiscal year, detailing the amount of local funds budgeted for deputy sheriffs and correctional officer salaries.

(d) The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, as further outlined in section VI of this agreement.

(2) By November 1, 2026: The Recipient shall provide a copy of the Recipient's approved local operating budget for the 2026-2027 fiscal year, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

(3) No later than 15 days after the end of each quarter: The Recipient shall submit the corresponding Budget Reporting Period in the Department's electronic grant management system. The Recipient shall complete and upload a QPC to the Budget Reporting Period. A copy of the QPC template and instructions for submitting Budget Reporting Periods in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

The Department shall provide the Recipient's submitted spending plan, as required under paragraph (1)(b) of this section, to the Florida Sheriff's Association by October 6, 2026.

SECTION V: PAYMENTS

The Department shall disburse funds under this agreement to the Recipient in four equal, quarterly cash advances of $221,060.75. The Department shall initiate the disbursement of each cash advance upon receipt of the required Quarterly Payroll Certification (QPC) for the previous quarter, provided no other outstanding reporting requirement exists as outlined in section IV of this agreement.

If the Recipient fails to provide services as outlined in section I of this agreement, additional distribution of funds to be provided under this agreement will be withheld and future funding under this program may also be jeopardized.

If the provision of services ceases during the award period, the Recipient shall submit a final report to the Department that includes the actual salary costs of impacted deputy sheriffs and/or correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs incurred by the Recipient will be compared to the total amount of funds disbursed under this agreement to date, and any state funds in excess of actual costs incurred must be refunded to the Department no later than July 31, 2027.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VI: ANNUAL RECONCILATION REQUIREMENT

The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, is due to the Department by July 30, 2026.

The Department shall utilize this final QPC to reconcile the total state funds received with the total expenses incurred under the prior year's award. The Department shall provide the Recipient with a written final reconciliation notice. Any amount of state funds disbursed to the Recipient that were not utilized to increase the salaries of deputy sheriffs and/or corrections officers, as stated in the notice, must be refunded to the Department within 30 days of receipt of the notice.

No funding under this agreement shall be disbursed until the reconciliation process is complete and the prior year's award balance reflects $0.00.

SECTION VII: MONITORING

The Department may initiate monitoring of the Recipient at any time during the award period. This monitoring review will consist of random sampling of expenses reported on the Quarterly Payroll Certifications (QPCs), the payroll and timekeeping records of the Recipient, financial ledger reviews to ensure funds disbursed under this agreement are being tracked separately, and internal control reviews to ensure the certification and information presented to the Department is true and accurate.

If the Recipient changes accounting systems, payroll systems, or time management systems during the award period, the Recipient shall notify the Department within 30 days of the system change going live. The Department shall conduct a random sampling of expenses reported in the next submitted QPC.

If the Recipient's Comprehensive Annual Financial Report (CAFR), or Single Audit, includes a deficiency or finding related to the management of a current or previous Law Enforcement Salary Assistance award, the Department shall initiate a random sampling style monitoring of the next submitted QPC to ensure the Recipient has taken necessary steps and/or formal corrective actions to address any deficiencies or findings identified in the CAFR or Single Audit.

SECTION VIII: AWARD CONTACTS

Department's Grant Manager

Angela Ferrara
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1253
AngelaFerrara@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Lucas Mayo
Grants/Contracts Manager
2864 Madison Street
Marianna, FL 32448
(850) 482-9633
mayol@jacksoncountyfl.gov

Recipient's Chief Official (CO)

Jamey Westbrook
Chairman
2864 Madison Street
Marianna, FL 32448
(850) 482-9633
westbrookj@jacksoncountyfl.gov

Recipient's Chief Financial Officer (CFO)

Tony Pumphrey
Finance Director
2862 Madison Street
Marianna, FL 32448
(850) 482-9634
westbrookj@jacksoncountyfl.gov

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

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

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a

financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

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

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

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

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number: 71.067
Award Number: AJ030
Award Amount: $884,243.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award AJ030 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including 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." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the Recipient. The Department's name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person's ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

(i) Non-Disclosure Agreements: The Recipient shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) Public Records Requirements: This agreement is subject to the following public records related conditions.

(a) Public Records Law: The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) Public Records Requests: All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) Requests for Redacted Records: If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient’s failure to promptly, legally protect its claim of exemption.

(e) Records Transfer: If the Recipient’s record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department’s record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) Applicability of Chapter 119, F.S.: If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient’s duty to provide public records related to this agreement, the Recipient shall contact the Department’s Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) Nonexpendable Property: If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) <u>Expiration of Security Interest:</u> Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) <u>Subawards, Contracts, and Assignments:</u> Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) <u>Recipient Responsibilities:</u> The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) <u>Subrecipient Responsibilities:</u> If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) <u>Subrecipient agreements:</u> Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

  (i) A scope of work that clearly establishes the tasks and activities the third party will perform.

  (ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

  (iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

  (iv) The financial consequences that will apply if the minimum level of performance is not attained.

  (v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) <u>Timely Payment of Advanced Funds to Third Parties:</u> If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) <u>Non-profit Recipient Additional Requirements:</u> If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) <u>Allocations for Remuneration Form:</u> Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

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

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(f) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION X: SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section IX through Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: AJ030 **Award Amount:** $884,243.00

Recipient
Jackson County Board of County Commissioners

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: ______________________ Date: __________

Typed Name and Title: Jamey Westbrook, Chairman

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: ______________________ Date: __________

Printed Name and Title: Cody Menacof, Bureau Chief

AGENDA ITEM # 7212026-684
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Board approval of Resolution and Sale of former Jackson Alternative School - Lucas Mayo, Grants/Contracts Manager**
Background:	Proposed purchase price is $500,000.00 Property being sold is 3390 Penn Ave, Marianna (formerly addressed 2701 Technology Circle) will include the main building, warehouse, pavilion, and the parking area located in the front of the building. All property lines will be one foot outside of any fenced areas and include the parking spaces in front of the main building and the pavilion building on the west side and behind the warehouse. Buyer has been pre-qualified for lending and has provided the letter. Contract is contingent on Financing and Approved Development by the City of Marianna.
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:	**Accept**
Potential Motion:	I move to approve the Resolution and Sales Contract and authorize the Chairman to sign.

RESOLUTION NO. _______

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA, AUTHORIZING THE SALE OF SURPLUS PROPERTY LOCATED WITHIN JACKSON COUNTY, FLORIDA (PARCEL #07-4N-10-0000-0010-0000 AND PART OF ADJACENT PARCELS) FOR PRIVATE SALE

BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION.

This resolution is adopted pursuant to the provisions of the Laws of Florida and Florida Statute **Sections 125.35 and 125.411**.

SECTION 2. FINDINGS.

It is hereby ascertained, determined and declared that:

- The County Commissioners of Jackson County, Florida (the "Commission") has determined that the property described in attached Exhibit "A" (the "Property") is not needed for county or public purposes; and
- The Property is located within **Jackson County, Florida, Parcel #07-4N-10-0000-0010-0000 and parts of adjacent parcels to be surveyed,** which has been designated by the County as **surplus property no longer required for county or public purposes,** the sale of which will enhance **the County's tax base and return the Property to productive private use** in the County; and
- The Commission has determined that it is in the best interest of the County and its residents to dispose of the Property by private sale for **surplus property disposition** purposes to Padgett Primrose Real Estate, LLC, pursuant to that certain "Agreement For Sale And Purchase Of Real Property" Contract by and between the Jackson County, Florida Board of Commissioners and Padgett Primrose Real Estate, LLC, dated July 17th, 2026 (a copy of which is attached hereto as Exhibit "B") **for a total purchase price of Five Hundred Thousand and 00/100 Dollars ($500,000.00)**; and

  D. The Sale of the Property by the County is authorized under **Sections 125.35 and 125.411, Florida Statutes**.

SECTION 3. APPROVAL OF CONTRACT AND OTHER NECESSARY ACTION.

The Agreement for Sale and Purchase of Real Property attached hereto as Exhibit "B" (the "Contract") is hereby ratified and approved. The Board Chair and the County Administrator, acting as the designated representative of the Board Chair, is hereby authorized to take all actions necessary or required in furtherance of the Contract and in connection with the transfer and sale of the Property as deemed advisable by the Board Chair, including but not limited to executing any closing statements, title affidavits and a deed to the Property as contemplated by the Contract and in furtherance of the purpose of this resolution.

SECTION 4. REPEAL OF INCONSISTENT PROVISIONS.

All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY.

In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED this **28th** of **July**, **2026**.

______________________________	______________________________
Jamey Westbrook, Board Chair	**Clayton O. Rooks**, Deputy Clerk

EXHIBIT “A”

LEGAL DESCRIPTION

That certain parcel of land, consisting of approximately 0.7 acres of surplus land, lying and being situated in Jackson County, Florida, identified by the Jackson County Property Appraiser as Parcel ID No. **07-4N-10-0000-0010-0000 and parts of adjacent parcels to be surveyed out,** located along 3390 Penn Avenue, Marianna, FL 32448 (formerly addressed 2701 Technology Circle) as more particularly depicted on the aerial map attached hereto and incorporated herein by reference.

[Full metes and bounds legal description to be indicated during title examination/survey prior to execution of sale.]

EXHIBIT “B”

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

Commercial Contract

Florida Showcase Realty

1. **PARTIES AND PROPERTY:** Padgett Primrose Real Estate LLC **("Buyer")** agrees to buy and Jackson County Board of County Commission **("Seller")** agrees to sell the property at:

Street Address: 3390 Penn Ave Marianna, FL 32448 (formerly addressed as 2701 Technology Circle)

Legal Description: Parcel 07-4N-10-0000-0010-0000 and parts of adjacent Parcels to be surveyed out with a legal description. See Additional Terms on Page 7

and the following Personal Property: ______________________

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 500,000.00

(a) Deposit held in escrow by: Florida Land Title and Trust ("Escrow Agent") (checks are subject to actual and final collection) $ 5,000.00

Escrow Agent's address: 2870 Madison St Marianna, FL Phone: 850-482-2323

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date ______________________ $ ________

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ ________

(d) Total financing (see Paragraph 5) SBA Loan to be determined ESTIMATED $ 450,000.00

(e) Other ______________________ $ ________

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 45,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before July 17, 2026, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or ______________________**.** Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on October 30, 2026 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Jackson County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before 5 days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed ______% of the purchase price or $________________, with a fixed interest rate not to exceed 7% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed ______% of the principal amount, for a term of _____ years, and amortized over ______ years, with additional terms as follows:

____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within 5 days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by [x] statutory warranty deed [ ] special warranty deed [ ] other ________________________________, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) ____; provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as ____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) [x] **Seller's** [ ] **Buyer's** expense and within _____ days after Effective Date or at least 30 days before Closing Date deliver to **Buyer** (check one) [x] (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. [ ] (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 60 days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☒ **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:
____,
prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $______________ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) 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 your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer, " "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: Chipola Realty Kathy Milton and Lauren Milto ,
(Company Name) (Licensee)
3325 B Lafayette St Marianna, FL 32446 kat@chipola.com ,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) ____________________

____

(b) Buyer's Broker: Florida Showcase Realty, LLC Elizabeth Ann Jones ,

Buyer (DAP) (NP) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

(Company Name) (Licensee)

4540 Lafayette St., Suite J Marianna FL (850) 526-5260 (850) 209-9077 floridashowcaserealty@gmail.com ,

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ (A) Arbitration
☐ (B) Section 1031 Exchange
☐ (C) Property Inspection and Repair
☐ (D) Seller Representations
☐ (E) Seller Warranty
☐ (F) Coastal Construction Control Line
☐ (G) Flood Area Hazard Zone
☐ (H) Seller Financing
☐ (I) Existing Mortgage
☐ (J) Buyer's Attorney Approval
☐ (K) Seller's Attorney Approval
☐ Other ________________

23. ADDITIONAL TERMS:

property being sold (formally addressed at 2701 Technology Circle) will include the main building, warehouse, pavilion and the parking area located in front of the main building. All property lines will be one foot outside of any fenced areas and include the parking spaces in front of the main building and the pavilion building on the west side of or behind the Warehouse. Buyer has been prequalified for Lending and will provide Pre-Qualification Letter within 3 days after the Final Acceptance with an Effective Date. Contract is Contingent on Financing and Approved Development by the City of Marianna.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

David A Padgett Date: 07/15/2026
(Signature of Buyer

David A Padgett Tax ID No.: ____________
(Typed or Printed Name of Buyer)

Title: ____________ Telephone: ____________

Nicole E Padgett Date: 07/15/2026
(Signature of Buyer

Nicole E Padgett Tax ID No.: ____________
(Typed or Printed Name of Buyer)

Title: ____________ Telephone: ____________

Buyer's Address for purpose of notice 1184 Mayhaw Ln Chipley, FL 32428

Facsimile: ____________ Email: atlsportsfan84@gmail.com

____________ Date: ____________
(Signature of Seller)

____________ Tax ID No.: ____________
(Typed or Printed Name of Seller)

Title: ____________ Telephone: ____________

____________ Date: ____________
(Signature of Seller)

____________ Tax ID No.: ____________
(Typed or Printed Name of Seller)

Title: ____________ Telephone: ____________

Seller's Address for purpose of notice: ____________

Facsimile: ____________ Email: ____________

Buyer (DAP) (NP) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

July 15, 2026

Ms. Nicole Padgett

Operating Company TBD

1184 Mayhew Lane

Chipley FL 32428

RE: **Proposed Real Estate Financing**

Harvest Small Business Finance, LLC ("Lender") is pleased to advise that your proposal for a Small Business Administration ("SBA") guaranteed loan ("Proposed Loan") has been prequalified by the Lender on the following preliminary terms.

Lender: Harvest Small Business Finance, LLC

Program: SBA 7(a) Loan Program

Borrower: Operating Company TBD

Purpose: Finance acquisition of land, building and improvements to house a business operation for early childhood learning and childcare.

Loan Amount: Real Estate finance for purchase up to $ 500,000 .

Term: 25 Years.

Interest Rate: Variable rate based on the Prime Lending Rate ("Prime") plus margin determined by final credit underwriting.

Prepayment Penalty: 5%/3%/1% prepayment penalty for repayment exceeding 20% of outstanding loan amount in the first three years respectively. There is no penalty imposed for prepayment after three years.

Collateral: First mortgage on the subject commercial property situated at 2701 Technology Circle, Marianna FL .

Equity: Determined by selling entity's trailing financial results & conditions.

Other Conditions Precedent:

1. On or before the closing date, Lender shall have performed, or caused to be performed, an appraisal(s) acceptable to Lender on all collateral taken as security for the Proposed Loan.

2. As of the closing date, all collateral for the Proposed Loan must be environmentally acceptable to Lender in its sole discretion.

3. On or before the closing date, Borrower shall have provided to Lender all additional items deemed necessary by Lender and/or SBA in their sole and absolute discretion.

Upon receipt by Lender of (i) the necessary application information, and (ii) the necessary SBA loan package, Lender will submit the Proposed Loan for credit and SBA consideration.

This letter is not a commitment by Lender to make the Proposed Loan or provide other financing. Its intention is to provide the general parameters by which the Lender will consider your application for financing and assurance to any interested third party that your initial application has been prescreened and is viewed favorably.

Any future commitment to make the Proposed Loan is subject to final approval of the SBA and Lender, in their sole discretion, plus compliance with all conditions prescribed by the Lender and SBA regarding the Proposed Loan.

Upon loan approval, all transactions are subject to due diligence to validate the property value, title, and assure that no environmental contamination exists on the site. Generally, Harvest's goal is to fund SBA 7(a) loans within seventy-five (75) days from application submission date when possible.

Please let me know if you have further questions.

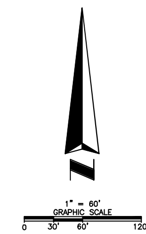
All the best,

Charles

Charles H. Green
Senior Vice President
404-406-3181
CGreen@HarvestCREF.com

LEGEND & ABBREVIATIONS:

LB	= LICENSED BUSINESS
ID	= IDENTIFICATION
NAD	= NORTH AMERICAN DATUM
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION
●	= SET 5/8" IRON ROD & CAP "SSMC LB 2108" UNLESS OTHERWISE NOTED
—ʅ ʅ—	= LINE DRAWN TO A BROKEN SCALE



1" = 60'
GRAPHIC SCALE
0 30' 60' 120'

DESCRIPTION (NEWLY CREATED):

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1596, PAGE 757 OF THE PUBLIC RECORDS FOR JACKSON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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 N01°36'21"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 2,634.27 FEET TO AN IRON PIPE (NO IDENTIFICATION) MARKING THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE DEPARTING SAID WEST LINE S88°35'38"E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 487.40 FEET TO AN IRON ROD (SSMC LB 2108) BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE N12°02'53"E, 337.45 FEET TO AN IRON ROD (SSMC LB 2108); THENCE S75°26'01"E, 400.00 FEET TO AN IRON ROD (SSMC LB 2108) MARKING AN EXISTING EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1956, PAGE 757 OF THE AFORESAID PUBLIC RECORDS FOR JACKSON COUNTY, FLORIDA; THENCE ALONG SAID EASEMENT AND RIGHT OF WAY LINE THE FOLLOWING THREE (3) CALLS: THENCE S71°04'23"E, 331.66 FEET TO AN IRON ROD (SSMC LB 2108); THENCE S14°05'11"W, 228.46 FEET TO AN IRON ROD (SSMC LB 2108); THENCE S24°03'43"W, 91.50 FEET TO AN IRON ROD (SSMC LB 2108); THENCE DEPARTING SAID EASEMENT AND RIGHT OF WAY LINE N65°19'02"W, 117.13 FEET TO AN IRON ROD (SSMC LB 2108); THENCE S25°55'08"W, 210.00 FEET TO AN IRON ROD (SSMC LB 2108); THENCE N61°36'50"W, 540.00 FEET TO AN IRON ROD (SSMC LB 2108); THENCE N12°02'53"E, 62.55 FEET TO THE POINT OF BEGINNING, CONTAINING 7.01 ACRES, 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 N01°36'21"E ALONG THE MONUMENTED WEST LINE OF THE SOUTHWEST 1/4 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 PARCEL CONTAINS 7.01 ACRES, 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 K. MEAD, PSM
REGISTERED LAND SURVEYOR
NUMBER 5624

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
1130 Highway 90
Chipley, Florida 32428
(850) 638-0790
e-mail: info@southeasternsurveying.com
Certification Number LB2108

SSMC SUE • SURVEY • GIS

REVISION DATE	REVISION	BY

SHEET NUMBER 1 OF 1
NOT VALID WITHOUT SHEETS 1 THROUGH 1

Project: BOUNDARY SURVEY
PENN AVENUE
MARIANNA, FLORIDA

Field Date:	Drawn By:	Scale:
07/14/2026	KMA	1" = 60'

Certified to: JACKSON COUNTY BOCC

DRAWING NUMBER
64160008
SHEET NUMBER
1 OF 1

AGENDA ITEM # 7222026-701
AGENDA DATE: 7/28/2026

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

FROM: **Lucas Mayo, Administration**

SUBJECT: **Request: Board approval of Change Order #4 with Monolith Construction for Endeavor Museum - Lucas Mayo, Grants/Contracts Manager**

Background: Change Order 04 proposes allocating $3,400.00 of project contingency funds for additional work; including painting exposed plywood at window openings, waterproofing of exterior wall, and repair of windowsill seams. This additional work has been recommended by the engineer and/or architect. Remaining contingency will be $6,600.00. There will be no change in contract amount or time with this change order.

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.: 04

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: 7/22/2026

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

Description:

Change Order 04 proposes allocating $3,400.00 of project contingency funds for additional work; including painting exposed plywood at window openings, waterproofing of exterior wall, and repair of windowsill seams. This additional work has been recommended by the engineer and/or architect. Remaining contingency will be $6,600.00. There will be no change in contract amount or time with this change order.

Attachments:

Monolith Change Order Request

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**
Decrease from previously approved Change Orders No. 1 and No. 2: $ **93,859.47**	Increase from previously approved Change Orders No.1: 182 days Substantial Completion: **May 31, 2026** Ready for final payment: **June 30, 2026**
Contract Price prior to this Change Order: $ **714,550.53**	Contract Times prior to this Change Order: 275 days Substantial Completion: **May 31, 2026** Ready for final payment: **June 30, 2026**
[Increase] [Decrease] this Change Order: $ **N/A**	No Change this Change Order: Substantial Completion: **August 2, 2026** Ready for final payment: **August 31, 2026**
Contract Price incorporating this Change Order: $ **714,550.53**	Contract Times with all approved Change Orders: 337 days Substantial Completion: **August 2, 2026** Ready for final payment: **August 31, 2026**

	Recommended by Engineer (if required)	Accepted by Contractor
By:	David H Melvin Digitally signed by David H Melvin Date: 2026.07.22 10:42:56-05'00'	
Title:	David H. Melvin, P.E.	Chris Karagiannis, Monolith Construction
Date:		
	Authorized by Owner	
By:		
Title:	Jamey Westbrook, Chairman	
Date:		

COR #	DATE
25101-03	07/14/2026

Subject: Building Envelope Repair

CUSTOMER

Jackson County BOCC

PROJECT

25101 Endeavor Museum - Jackson County
PROJECT #: 25101

Window Sill Joint Sealant Repair
Mobilization / Protection / Cleanup
Route out existing window sill joints
Install closed-cell backer rod
Install and tool Sikadur silicone sealant

Prime Covered Openins
Prime Covered Openings *Prime (10) covered openings as directed. Includes surface preparation, primer, finish coat, labor, materials, equipment, masking, and cleanup.*

Waterproofing
Loading Dock Waterproofing *Furnish and install waterproofing at the loading dock area in accordance with project requirements. Includes surface preparation, waterproofing materials, labor, equipment, and cleanup.*

COR #	DATE
25101-03	07/14/2026

Subtotal	$3,400.00
Tax: (0%)	$0.00
Total	**$3,400.00**

APPROVAL

This COR has been accepted on ________________ by ___________________

Signature: ____

AGENDA ITEM # 7222026-704
AGENDA DATE: 7/28/2026

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

SUBJECT:	**Request: Board approval of Change Order #3 with Wehr Constructors for Jackson Hospital Air Purification Project - Lucas Mayo, Grants/Contracts Manager**
Background:	Change Order 03 proposes to allocate the remaining $126,711.89 of contingency funding in the contract towards construction costs associated with resealing 3rd floor patient bathroom showers and fixtures to achieve target room pressurization numbers. Project is fully grant funded. Change Order 03 will also add 47 days to the current contract, making the completion date 9/17/26.
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.: 03

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

Date Issued: 7/22/2026

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

Description:

Change Order 03 proposes to allocate the remaining $126,711.89 of contingency funding in the contract towards construction costs associated with resealing 3rd floor patient bathroom showers and fixtures to achieve target room pressurization numbers.

Change Order 03 will also add 47 days to the current contract.

Attachments:

Wehr Change Order proposal.

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ **4,959,777.00**	Original Contract Times: 360 Days Substantial Completion: **December 2, 2025** Ready for final payment: **January 1, 2026**
Increase from previously approved Change Order No. 1 and No. 2: $ **1,190,000.00**	Increase from previously approved Change Order No.1 and No. 2: 211 Days Substantial Completion: **July 1, 2026** Ready for final payment: **July 31, 2026**
Contract Price prior to this Change Order: $ **6,149,777.00**	Contract Times prior to this Change Order: 571 Days Substantial Completion: **July 1, 2026** Ready for final payment: **July 31, 2026**
No Change this Change Order: $ **N/A**	Increase this Change Order: 47 Days Substantial Completion: **August 17, 2026** Ready for final payment: **September 17,2026**
Contract Price incorporating this Change Order: $ **6,149,777.00**	Contract Times with all approved Change Orders: 618 Days Substantial Completion: **August 17, 2026** Ready for final payment: **September 17, 2026**

	Recommended by Engineer (if required)	Accepted by Contractor
By:	David H Melvin Digitally signed by David H Melvin Date: 2026.07.22 11:26:22-05'00'	
Title:	David H. Melvin, P.E.	
Date:		

	Authorized by Owner
By:	
Title:	Jamey Westbrook, Chairman
Date:	

WEHR CONSTRUCTORS, INC.

424 US 31W Bypass
Bowling Green, KY 42101
Ph: (270)495-2164

Project: **Air Purification Improvements**
Campus: Jackson Hospital
Location: Marianna, FL

Date: July 22, 2026
Cost Event No. Add Funding 2.0

TO: Brett Davis, DHM
CC: John Udochi, DHM

Wehr Constructors requestes authorization to make the following changes to the above referenced project:

This is the cost associated with the additional sealing of penetrations and modifications to the restroom showers, fixtures and sinks.

Prepared By: Matthew Atwell **Title:** Project Manager
Party Requesting Change: DHM
Estimated Cost for Change: $ 126,711.89
Total Applied To Contingency: $ 126,711.89
Total Applied To Allowance: $ -
Total Applied to Contract CO: $ -
Schedule Change in Working Days: 0
General Conditions Add/Deduct? No

Authorization Reply:

Proceed: **Yes** ________ **No** ________

BY ____________________ **Date Approved** ____________
Architect/Engineer

****See attached documents for supporting information of cost cost breakdown*

Owner Cost Event Form
General Contractor Cost of Work

Project Name:	Jackson Hospital - 3rd Floor HVAC Renovation						
Work itemized below provided by:	Wehr Constructors, Inc.						
Proposal Number:	Add Funding 2.0	Date Itemized:	22-Jul-26	Page	1	of	1 pages

Description	Material				Equipment				Other			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
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				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials		Subtotal	0.00	Equipment		Other		Subtotal	0.00
0.000	% Sales Tax =		0.00			0.0	% Burden =		0.00
		Cost:	0.00	Cost:	0.00			Cost:	0.00

		Subtotal of Costs of Materials + Equipment + Labor	$	-
		Total of Sub Contractor Costs	$	126,711.89
	insert rates	**Sub Total**	$	126,711.89
Safety	Rate 0.00%	Bond Cost or Subguard	$	-
Insurance	Rate 0.00%	Insurance to be included	$	-
Insert Fee % for mark up on cost	Rate 0%	Fee to be included	$	-
		Total for this Change		$126,711.89

Owner Cost Event Form page 2
SUB CONTRACTOR COST OF WORK

Project Name:	Jackson Hospital Air Purification Improvements
Work itemized below provided by:	Subcontractor

Proposal Number:	Add Funding 2.0	Date Itemized:	22-Jul-26	Page	1	of	1	pages

Description	Material				Labor				Sub			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
Sealing of Penetrations				0.00				0.00	1	ls	126,711.89	126,711.89
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
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				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials			Equipment		Labor		
	Subtotal	0.00				Subtotal	126,711.89
0.000	% Sales Tax =	0.00			0.0	% Burden =	0.00
	Cost:	0.00	Cost:	0.00		Cost:	126,711.89

Subtotal of Costs of Materials + Equipment + Labor	$	126,711.89
B&O Tax — Rate 10%	$	-
10% Profit and overhead allowed on Costs	$	-
Sub Total	$	126,711.89
	$	-
Total for this Change	$	126,711.89

AGENDA ITEM # 7222026-698
AGENDA DATE: 7/28/2026

TO:	**The Honorable Chairperson and Board of County Commissioners**
FROM:	**Rett Daniels, Public Works**

SUBJECT:	**Request: Board approval of Indian Springs Sewer Phase 2B Closeout Documents - Rett Daniels, Deputy County Administrator Field Operations**
Background:	Request Board approval of Indian Springs Sewer Phase 2B (Appalachee Trail and Wayside Rehab) Final Documents. The change order decreases the contract price by $337,596.75. The decrease in contract price was for the remaining contingent balance on the Contractor's Application for Payment No. 5 Final Completion Acceptance 07/28/2026. This change order also includes a 229-day increase in contract time to account for weather delays and holidays/
Strategic Plan Goal:	**Innovative Facilities & Infrastructure**
Previous Action:	
Amount of Funds to Be Expended or Requested:	
Source of Funds:	
Originating Office:	**Public Works**
Reviewed By:	**Heather Williams** **Jennifer Collins** **Lynsey Darragh** **Jim Dean**
Recommendation:	**Accept**
Potential Motion:	I move to approve change orders and closeout and authorize the Chairman to sign.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 5

Date of Issuance:	7/28/2026	Effective Date:	7/28/2026
Owner:	Jackson County Board of County Commissioners	Owner's Contract No.:	
Contractor:	Blankenship Contracting, Inc.	Contractor's Project No.:	
Engineer:	Alday Howell Engineering, Inc.	Engineer's Project No.:	20-033
Project:	Indian Spring Sewer Phase 2B	Contract Name:	Indian Spring Sewer Phase 2B

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

Description: This change order decreases the contract price by $ 337,596.75. The decrease in contract price was for the remaining contingent balance on the Contractor's Application for Payment No. 5 Final upon Final Completion Acceptance 7/28/2026. This change order also includes a 229-day increase in contract time to account for weather days and holidays.
Attachments: *Change Order 5 Summary*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 6,377,639.99	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 360 days or dates
[Increase] [Decrease] from previously approved Change Orders $ 304,335.97	[Increase] [Decrease] from previously approved Change Orders Substantial Completion: 504 Ready for Final Payment: 504 days
Contract Price prior to this Change Order: $ 6,681,975.96	Contract Times prior to this Change Order: Substantial Completion: 804 Ready for Final Payment: 864 days or dates
[Increase] [Decrease] of this Change Order: $ 337,596.75	[Increase] [Decrease] of this Change Order: Substantial Completion: 229 Ready for Final Payment: 229 days or dates
Contract Price incorporating this Change Order: $ 6,344,379.21	Contract Times with all approved Change Orders: Substantial Completion: 1033 Ready for Final Payment: 1093 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineer of Record	Title	Title VP
Date: 7/21/26	Date	Date 7/21/26

Approved by Funding Agency (if applicable)

By: Date:

Title:

INDIAN SPRINGS SUBDIVISION SEWER EXTENSION PHASE 2B
CHANGE ORDER NO. 5-FINAL SUMMARY
AHE PROJECT NO.: 20-036

PAY ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	PRICE
0120-2-22	SELECT COMMON FILL, A-2	CY	-192	$15.00	-$2,880.00
0104-10-3	SEDIMENT BARRIER	LF	-6695	$5.50	-$36,822.50
0570-1-2	PERFORMANCE TURF (SOD)	SY	-9780	$8.64	-$84,499.20
0639-2-1*	ELECTRICAL SERVICE WIRE, F&I	LF	-2850	$12.82	-$36,537.00
1050-31-202FM	UTILITY PIPE- PVC, F&I 2", FM	LF	120	$24.73	$2,967.60
1050-31-204FM	UTILITY PIPE- PVC, F&I 4" FM	LF	264	$32.71	$8,635.44
1050-31-204G*	UTILITY PIPE- PVC, F&I, 4" GRAVITY	LF	-2121	$35.45	-$75,189.45
1050-31-204GS	UTILITY PIPE- PVC, F&I, 4" GRAVITY SERVICE	EA	7	$1,624.68	$11,372.76
1050-31-204LGH	UTILITY PIPE- PVC, F&I, 4" LOW PRESSURE/ GRAVITY HYBRID SERVICE	EA	-8	$2,613.73	-$20,909.84
1050-31-210	UTILITY PIPE- PVC, F&I, 10",PVC,	LF	56	$66.51	$3,724.56
1050-31-210	UTILITY PIPE- PVC, F&I, 10", FPVC, SEAMLESS	LF	-70	$110.50	-$7,735.00
1050-81-202	UTILITY PIPE- ROCK REMOVAL, F&I 2"	LF	-99	$75.00	-$7,425.00
1050-81-204	UTILITY PIPE- ROCK REMOVAL, F&I 4"	LF	-433	$75.00	-$32,475.00
1050-81-206	UTILITY PIPE- ROCK REMOVAL, F&I 6"	LF	-6	$75.00	-$450.00
1050-81-208	UTILITY PIPE- ROCK REMOVAL, F&I 8"	LF	-197	$75.00	-$14,775.00
1050-102-3015*	UTILITY PIPE- TRENCHLESS, F&I 1.5" HDPE DR11 I.D. EQUIVALENT	LF	-760	$18.64	-$14,166.40
1050-102-302	UTILITY PIPE- TRENCHLESS, F&I 2" SDR21 I.D. EQUIVALENT	LF	-120	$23.19	-$2,782.80
1050-102-304	UTILITY PIPE- TRENCHLESS, F&I 4" C900 I.D. EQUIVALENT	LF	-222	$71.43	-$15,857.46
1055-31-110	UTILITY FITTINGS- ELBOW, 10", DI	EA	-3	$3,175.00	-$9,525.00
1060-11-213	UTILTIY STRUCTURE, BLW GRN, F&I, SWR, 0=80, >12'	EA	1	$12,335.77	$12,335.77
1080-24-104	UTILITY FIXTURE, VALVE, F&I 4"	AS	2	$1,826.92	$3,653.84
1080-24-106	UTILITY FIXTURE, VALVE, F&I 6"	AS	-1	$2,326.53	-$2,326.53
1080-24-108	UTILITY FIXTURE, VALVE, F&I 8"	AS	-2	$3,165.27	-$6,330.54
1501-1-3	SEPTIC TANK ABANDANDMENT	EA	-5	$1,200.00	-$6,000.00
1501-1-3A	SEPTIC TANK ABANDONMENT, FLOWABLE FILL	EA	-1	$3,600.00	-$3,600.00

TOTAL	-$337,596.75
ORIGINAL CONTRACT PRICE	$ 6,377,639.99
INCREASE/(DECREASE) FROM PREVIOUSLY APPROVED CHANGE ORDERS	$ 304,335.97
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER	$ 6,681,975.96
INCREASE/(DECREASE) OF THIS CHANGE ORDER	$ (337,596.75)
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER	$ 6,344,379.21

CERTIFICATE OF FINAL COMPLETION

Owner:	Jackson County Board of County Commissioners	Owner's Contract No.:	
Contractor:	Blankenship Contracting, Inc.	Contractor's Project No.:	
Engineer:	Alday Howell Engineering, Inc.	Engineer's Project No.:	20-033
Project:	Indian Spring Sewer Phase 2B	Contract Name:	Indian Spring Sewer Phase 2B

This Certificate of Final Completion applies to:

☒ All Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete in accordance with the Contract Documents on

7/28/2026

Date of Final Completion

Notice to Proceed:	8/1/2023
Contract Time:	360 DAYS
Additional Contract Time Approved by Change Order:	733 DAYS
Total Approved Contract Time:	1093 DAYS
Actual Contract Time:	1093 DAYS
Unapproved Construction Time:	0 DAYS
A warranty inspection will be held on:	FEB 2027
The Warranty will expire on:	2/13/2027

The following documents are attached to and made a part of this Certificate: None

This certificate constitutes an acceptance of work in accordance with the Contract Documents. However, this certification shall not release the Contractor or its sureties from any obligations under the Contract Documents. The Performance Bond remains in full force and effect through the one (1) year warranty period.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: (Authorized signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Title: PROJECT MANAGER	Title:	Title: VP
Date: 7/21/26	Date:	Date: 7/21/26