



**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA
FEBRUARY 21, 2023**

REGULAR SESSION 5:00 P.M.

I. INVOCATION AND PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

III. APPROVAL OF CONSENT AGENDA ITEMS

1. Minutes – February 7, 2023 – Regular Session
2. Minutes- February 7, 2023 – Public Hearing
3. Expense Report
4. Reappointment of Member – Fire Watch Council – Mike Griffis

IV. PUBLIC COMMENTS

V. CONSTITUTIONAL OFFICERS

VI. NEW BUSINESS

- | | |
|---|-------------|
| 1. Recognition of 2022 Accomplishments; Georgia Monfort | Info Only |
| 2. E911 Grants (2) Acceptance; John Blanchard | Action Item |
| 3. Approval of Agreement- Library Grant; Sara Little | Action Item |
| 4. Approval of Agreement- Ag Center Design; Sara Little | Action Item |
| 5. Approval of Camp Host Agreement- Shoals Park; Sara Little | Action Item |
| 6. Resolution 2023-02 NFEDP Recertification; Darryl Register | Action Item |
| 7. Review of Plant AG Development Agreement; Commissioner Bennett | Info Only |

VII. PRIOR BUSINESS

- | | |
|---|-------------|
| 1. Pending Business Report; Sara Little | Info Only |
| 2. Expense Report over \$5000 | Info Only |
| 3. American Rescue Plan Phase 1 & 2 | Info Only |
| 4. Fire Vision Committee | Action Item |

VIII. COUNTY MANAGER

IX. COUNTY ATTORNEY

X. COMMISSIONER COMMENTS

1. Road Improvements in Margaretta Community; Commissioner Bennett

If any member of the public desires to appeal a decision made at these hearings, he or she will need a record of the proceedings and for that purpose he or she may need to ensure that a verbatim record of the proceedings is transcribed, which record would include the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Commissioners Office at (904) 259-3613, at least 48 hours prior to the time of the hearing. Please Note: Items marked as "information only" or "for discussion" may have Board action taken at the time of discussion.



**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA
FEBRUARY 21, 2023**

XI. PUBLIC HEARING 6:00 P.M.

All Items are presented FIRST Hearing

1. Special Use Application – Telecommunications Tower- National Forest Road 235A
2. Exemption to Subdivision Requirements - Workman

XII. ADJOURN

If any member of the public desires to appeal a decision made at these hearings, he or she will need a record of the proceedings and for that purpose he or she may need to ensure that a verbatim record of the proceedings is transcribed, which record would include the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Commissioners Office at (904) 259-3613, at least 48 hours prior to the time of the hearing. Please Note: Items marked as "information only" or "for discussion" may have Board action taken at the time of discussion.

BAKER COUNTY BOARD OF COMMISSIONERS

MINUTES

February 7, 2023

The Baker County Board of Commissioners met in a scheduled meeting with the following members present:

Chairman, Cathy Rhoden
Commissioner James Croft
Commissioner Jimmy Anderson
Commissioner, James G. Bennett
Commissioner, Mark Hartley

Also, Present:
County Manager, Sara Little
County Attorney, Rich Komando
County Clerk, Stacie D. Harvey

Note: These meeting minutes are a summarized version of the actual discussions at the meeting. These are not verbatim transcripts. For a complete audio recording of the discussion please visit www.bakercountyfl.org/commissioners.php or contact Sara Little at sara.little@bakercountyfl.org

REGULAR SESSION

Chairman Rhoden called the meeting to order and welcomed everyone in attendance. Commissioner James Bennett led in the invocation and pledge.

Chairman Rhoden called for approval of the agenda. Commissioner Jimmy Anderson moved to approve the agenda. Commissioner James Bennett seconded the motion. The motion carried unanimous.

Chairman Rhoden requested approval of the consent agenda which consisted of:

1. Minutes – January 17, 2023 – Regular Session
2. Minutes – January 17, 2023 – Public Hearing
3. Expense Report
4. Contract Amendment – Interim Community Development Services
5. Health Planning Council Member Appointment
6. Proclamation – Childhood Cancer Awareness

Commissioner Mark Hartley moved to approve the consent agenda. Commissioner Jimmy Anderson seconded the motion. The motion carried unanimous.

Chairman Rhoden called for public comments. Larry Porterfield spoke regarding the playground that was put up at Veterans Park.

Leroy Marshall with Suwannee River Water Management District presented Flood Risk Review Presentation. Mr. Marshall wanted to invite anyone who wanted to attend to the meeting that they will be having regarding the revised flood maps, their meetings will be February 21st at 5:00 p.m. in Starke, February 22nd at 5:00 p.m. in Alachua, and February 23rd at 5:00 p.m. in Lake City. This was just information; no action was needed.

Sara Little presented LPA Alternate Member Appointment. Staff recommends appointment of Ms. Rejeania “Ann” Watts due to a vacancy on the Land Planning Agency (Alternate) position Staff. Commissioner James Bennett moved to approve as presented. Commissioner Jimmy Anderson seconded the motion. The motion carried unanimous.

Sara Little presented BCCMC Member Appointment. Staff recommends appointment of Mr. Joe Muncy due to a vacancy on the BCCMC. Commissioner Jimmy Anderson moved to approve as presented. Commissioner Mark Hartley seconded the motion. The motion carried unanimous.

Sara Little presented Fire Vision Committee Appointment & Plan. Ms. Little stated the staff desires to reconvene the Fire Vision Committee to Review of the Original Fire/EMS Vision committee Plan, Current Department Status as it relates to the Vision Plan and Strategize Goals for the Next 5 years of the vision Plan. Staff recommends re-appointment of the following Community Positions:

Honorable James Croft

County Manager Sara Little

City Manager Mike Griffis

County Fire Rescue Chief Trevor Nelson

County Assistant Fire Chief Donald Blanton

City Fire Chief Scott Crews

Insurance Representative Trey Sinclair

Media Representative Jessica Prevatt

In addition to these community positions, staff recommends appointment of two citizen members, Candy Parrott and Mark Akins. Commissioners tabled the discussion until all applications were reviewed and will be brought back in two weeks at the February 21st meeting.

Jack Shad presented Contribution Agreement, Rayonier/Stokes Road. Mr. Shad stated that RAYDIENT convey the Land to County so that County may increase the width of the public right of way for Stokes Road from 40' wide to 60' wide. Stokes Road is a county-owned and maintained roadway lying adjacent to the Land near the RAYDIENT's Steel Bridge project. In return for County's approval of RAYDIENT's application RAYDIENT agrees to convey the Land to County pursuant to the terms and conditions set for in the Agreement.

Commissioner Jimmy Anderson moved to approve as presented. Commissioner Mark Hartley seconded the motion. The motion carried unanimous.

Chief Trevor Nelson presented Approval of Grant Application. Chief Nelson is asking that the Board approve to apply for the 2022-23 EMS Matching Grant for improved EMS Equipment. This would be for Patient Moving and Pediatric Securing Equipment, such as 3 powered stair chairs, and 5 sets of Pediatric Restraint Equipment. The expected 25% County Match would be \$8,195.37, which is in the EMS Equipment Budget. Commissioner Jimmy Anderson moved to approve as presented. Commissioner James Bennett seconded the motion. The motion carried unanimous.

Sara Little presented Resolution 2023-01 Support of BCI. Ms. Little stated that this Resolution is to provide support for the re-opening of the Baker Correctional Institution. Commissioner James Bennett moved to approve Resolution 2023-01 as presented. Commissioner Jimmy Anderson seconded the motion. Rich Komando read Resolution 2023-01 by title. The motion carried unanimous.

Sara Little presented BID Award, 2 story Announcers Booth. The County sought bids from qualified contractors to perform demolition, painting, roof replacement and fencing to the two-story announcer's booth at Knabb Sports Complex. Bid responses were due Wednesday, February 1, 2023, from four local vendors. Two responses were received. Muncy Contracting in the total amount of \$14,300.00, and Dugard Construction in the amount of \$19,200.00. After reviewing the bid responses, staff is recommending the Board to award this project to Muncy Contracting, LLC. Commissioner Jimmy Anderson moved to approve as presented. Commissioner Mark Hartley seconded the motion. The motion carried unanimous.

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MINUTES – Regular Session
February 7, 2023

Sara Little presented Declaration of Surplus Property & Donation. Staff requests that the BOCC approve the declaration of six sets of steel & wood bleachers located at Knabb Sports complex as surplus property. These bleachers will be replaced with more modern aluminum bleachers, scheduled for delivery Thursday, February 9- 2023. Additionally, staff recommends that the six surplus sets be donated to the Outsee Battlefield Citizens Support Organization, Inc. The County will provide the transportation of the bleachers to the Olustee Battlefield. Commissioner Jimmy Anderson moved to approve as presented. Commissioner James Croft seconded the motion. The motion carried unanimous.

Sara Little presented Contract Approval, COA Senior Life Enrichment Center. Ms. Little stated that the funding came through the Department of Elder Affairs and this is the contract for the appropriation for our new senior life enrichment center. This contract totals \$1.3 million. Has a start date of July 1, 2022 and a completion date of June 30, 2024. Commissioner Jimmy Anderson moved to approve as presented. Commissioner James Bennett seconded the motion. The motion carried unanimous

Sara Little presented the pending business report as follows:

Pending Business					
PENDING BUSINESS ITEM	PRIORITY	STATUS	START DATE	% COMPLETE	COMMENTS
Sanderson Community Fire Station	High	In Progress	12/17/2019	25%	Project Advertised for bids 9/8/2022. Bids Due 10/20 @11:15 a.m. Building Construction bids presented for approval 11/1/2022.
COA Bus Wash	Normal	In Progress	08/06/2019	25%	Readvertised - Project extended to 2/5/2023 due to clarification needed from engineer
Infrastructure funding for County Roads	Normal	New	07/18/2017	50%	Ongoing
Reid Stafford Road	Normal	New	03/07/2017	75%	Phase 2 additional funding approved 10/19. Paving underway.
St. Marys Cove Boat Ramp Grant	High	New	07/02/2019	50%	Ongoing scope design/approval with State and NFPS
St Marys Cove Boat Ramp Grant Phase 2	High	New	01/05/2020	5%	Agreement approved 4/20/2021
Fairgrounds Roof Replacement	High	New	05/13/2022	100%	100% Complete; Will be removed from pending business
St. Mary's Shoals Park Improvements	High	New	10/19/2021	25%	Kiosks are installed. Insulation and HVAC to be installed. Plumbing of RV pads COMPLETE, Electrical for RV pads and kiosks 95% COMPLETE. Restocking of fish ponds COMPLETE. Staff moving forward with trail maintenance program. Applications for RV Camp host are live!
King Ruise Park FRDAP Funding	High	New	01/27/2022	5%	Emailed State 12/29/2022 for update on contract
Council on Aging- Senior Life Enrichment Ctr	High	New	08/17/2022	0%	Spoke with State 12/28/2022; contract should be delivered any day
Cuyler Fire Station	High	New	01/03/2023	25%	Conceptual Plan approved by BOCC. \$250k funding allocated.

Sara Little presented the expense report over \$5000 without comment.

Sara Little presented American Rescue Plan Phase 1 as follows:

ARPA Funded Projects

Project	PRIORITY	STATUS	START DATE	% COMPLETE	COMMENTS
Building Construction Fund-Central County, Sanderson and Cuyler Fire Rescue Stations	Normal	In Progress	N/A	0%	These funds were set aside to ensure the completion of Fire Rescue Station construction/renovation projects were completed due to the increase cost of building material.
Emergency Services Infrastructure Improvements	Normal	In Progress	01/01/2021	10%	Meetings held, radio and infrastructure survey complete. Waiting on contract from provider.
Road Infrastructure Improvements	Normal	In Progress	01/31/2022	10%	Request for millings has been submitted to Anderson Columbia. Millings are earmarked from the I-10 paving project. Project pending until millings are received.
Facility Infrastructure Improvements	Normal	In Progress	01/31/2022	10%	Fairground Project Advertised for bid. Library project on agenda for contract approval. Administration Office project approved, construction to start in 2 weeks. Community Development project pending.
County Infrastructure Maintenance	Normal	On-going	01/18/2022	10%	On-going funding for litter clean-up, lawn service and overtime
Incentive Pay to Eligible Works	Normal	Final	01/31/2022	100%	Complete

Meeting Adjourned.

Stacie D. Harvey, Clerk

Cathy Rhoden, Chairman

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PUBLIC HEARING

Chairman Rhoden called the meeting to order and opened the public hearing.

All items are presented for FINAL Hearing

Jack Shad presented Exemption to subdivision requirements for Deborah and Chad McCollum. Mr. and Mrs. McCollum have submitted an application requesting an EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW. The Applicants propose a subdivision for parcel number 24-2S-21-0124-0001-0010 located on the east side of County Road 125 North, south of where Bob Burnsed Road and County Road 125 converge. The parcel consists of 39.42 +/- acres. This parcel was formerly known as the Lake View Subdivision, which was vacated but the land use and zoning remainder intact. The McCollums previously submitted a similar application in late 2020. That application was heard once by the County Commission but was never voted on. The current proposal represents a new application. The subject parcel has a land use designation of Very Low Density Residential (VLDR) and a zoning district of Residential Conventional .5 (RC .5). The Applicants propose to divide the parent parcel into four parcels, each larger than 5 acres, as required by Subdivision Exemption process.

Chairman Rhoden called for public comments. Hearing none, Chairman Rhoden closed the public hearing and opened the regular session.

Commissioner Jimmy Anderson moved to approve Exemption to subdivision requirements with the requirements presented with the two conditions of providing a cul-de-sac somewhere on the road that meets the minimum diameter requirements that our directors are going to provide as well as adding stabilization in the form of millings and a minimum of 20 feet wide for the length of the road. and read by title. Commissioner James Bennett seconded the motion. The motion carried unanimous.

Chairman Rhoden closed the regular session and opened the public hearing.

Meeting adjourned.

BAKER COUNTY BOCC
Year End Payment Register

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
981739	CHK	A	BAKER COUNTY CHAMBER OF COMMER #5844 BC CHAMBER 2.23	50	1	1,375.00 1,375.00	.00 0.00	1,375.00 1,375.00	02/01/2023		15834
981740	CHK	A	BAKER COUNTY COUNCIL ON AGING #16079B COA DRAW 2.23	47	1	10,416.63 10,416.63	.00 0.00	10,416.63 10,416.63	02/01/2023		15834
981741	CHK	A	BRADLEY, GARRISON, & KOMANDO #11939 LEGAL SERVICES 2.23	2351	1	5,000.00 5,000.00	.00 0.00	5,000.00 5,000.00	02/01/2023		15834
981742	CHK	A	PITSTOP PORTABLE RESTROOMS Shoals Dirt Bike Event 2022 # 6725 PITSTOP 2.23 # 6725 PITSTOP 2.23	1743	3	1,210.00 300.00 910.00 910.00	.00 0.00 0.00 0.00	1,210.00 300.00 505.00 405.00	02/01/2023		15834
981743	CHK	A	SOE-CHRIS MILTON #264 SOE 2.23	2072	1	49,352.18 49,352.18	.00 0.00	49,352.18 49,352.18	02/01/2023		15834
981744	CHK	A	SOLITUDE LAKE MANAGEMENT LLC #49390 LAKE30 VETERANS 2.23	2197	1	109.00 109.00	.00 0.00	109.00 109.00	02/01/2023		15834
981745	CHK	A	STACIE D. HARVEY, CLERK OF COU #1252109 CLERK 2.23	279	1	35,921.92 35,921.92	.00 0.00	35,921.92 35,921.92	02/01/2023		15834
981746	CHK	A	TRI COUNTY PROBATION INC GBB 2.23 GBB 2.23	2314	2	1,250.00 1,250.00 1,250.00	.00 0.00 0.00	1,250.00 625.00 625.00	02/01/2023		15834
981747	CHK	A	BIO-CYCLE LLC Medical Waste/50S-EMS	1657	1	75.00 75.00	.00 0.00	75.00 75.00	02/03/2023		15840
981748	CHK	A	CAPITAL ONE/WALMART 50S Shelves 4x-Fire Deskpad/Copy Pap/Gatorade-EMS Sharpie/Expo/Cleaner-EMS Water 2x-Adm ST70 Sanitzr Spry/LED Box-Fire Markers/Lysol/Fabuloso/Cale-AC Plunger/Sprypnt/Strg Contai-AC Storage Containers 3x-AC	2173	8	722.67 330.00 138.22 19.95 12.56 63.76 75.36 66.88 15.94	.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	722.67 330.00 138.22 19.95 12.56 63.76 75.36 66.88 15.94	02/03/2023		15840
981749	CHK	A	CRYSTAL SPRINGS Water/Cooler Rent 1.23-EMS/CD/	540	1	133.85 133.85	.00 0.00	133.85 133.85	02/03/2023		15840
981750	CHK	A	GERALDINE C HARTIN 001-2023 code Enf Hearing	4367	1	450.00 450.00	.00 0.00	450.00 450.00	02/03/2023		15840
981751	CHK	A	HAGAN ACE HARDWARE OF MACCLENN Keyblank-Main Wood Filler/Bit Hldr/Bit-Main Drill-Main Doorknob 2x-Main	221	4	201.27 2.69 16.61 118.99 62.98	.00 0.00 0.00 0.00 0.00	201.27 2.69 16.61 118.99 62.98	02/03/2023		15840
981752	CHK	A	INTERSTATE SUPPLY INC Bulbs109x-SOE/HD	244	1	657.50 657.50	.00 0.00	657.50 657.50	02/03/2023		15840
981753	CHK	A	JOSHUA SAPP	4395	1	148.32	.00	148.32	02/03/2023		15840

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			Voided Permit-CD	B1712		148.32	0.00	148.32			
981754	CHK	A	MACLENNY MOWER AND SAW INC	1334	1	789.99	.00	789.99	02/03/2023		15840
			Chainsaw-Rec	8097		789.99	0.00	789.99			
981755	CHK	A	NAPA AUTO PARTS	284	1	150.00	.00	150.00	02/03/2023		15840
			Jump Starter-Maint	000056		150.00	0.00	150.00			
981756	CHK	A	SOLANTIC OF JACKSONVILLE LLC	1845	1	330.00	.00	330.00	02/03/2023		15840
			Drug Screen/Physical-EMS/Rec/M	12321200		330.00	0.00	330.00			
981757	CHK	A	SOUTHERN AIR & REFRIGERATION,	614	2	570.00	.00	570.00	02/03/2023		15840
			AC T-Stat/Transformer-CD	4374		270.00	0.00	270.00			
			AC Blower Control Board Ins-CD	4383		300.00	0.00	300.00			
981758	CHK	A	STAPLES ADVANTAGE	2164	4	507.81	.00	507.81	02/03/2023		15840
			Trash Bags 3x-CH	3527891785		163.74	0.00	163.74			
			2023 Planner-Rd	3527891786		118.84	0.00	118.84			
			Stapler/Blk Ink/ClipBrd/Cop-Rd	3527891787		250.19	0.00	250.19			
			Bleach Return-CH	3527891788		24.96-	0.00	24.96-			
981759	CHK	A	WINDMILL CONSULTING	1081	3	6,306.01	.00	6,306.01	02/03/2023		15840
			Interim Director 12.22-CD	DEC22		1,658.86	0.00	1,658.86			
			Interim Director 11.22-CD	NOV22		2,058.86	0.00	2,058.86			
			Interim Director 10.22-CD	OCT22		2,588.29	0.00	2,588.29			
981760	CHK	A	AIRGAS USA, LLC	1218	1	57.69	.00	57.69	02/06/2023		15858
			Argon Cylinder-Rd	9133451153		57.69	0.00	57.69			
981761	CHK	A	ALACHUA COUNTY BOARD OF COUNTY	14	1	31,757.74	.00	31,757.74	02/06/2023		15858
			1Qtr FY23	2023-06		31,757.74	0.00	31,757.74			
981762	CHK	A	ANDERSON COLUMBIA COMPANY INC	512	3	103,580.00	.00	103,580.00	02/06/2023		15858
			1903Tons Milling/ARPA-Rd	81625		38,060.00	0.00	38,060.00			
			2664Tons Milling/ARPA-Rd	81768		53,280.00	0.00	53,280.00			
			612Tons Milling/ARPA-Rd	81897		12,240.00	0.00	12,240.00			
981763	CHK	A	ARROWHEAD DBA THE STORE	978	1	119.76	.00	119.76	02/06/2023		15858
			Glass Cleaner 24x-Rd	866		119.76	0.00	119.76			
981764	CHK	A	AUS CENTRAL LOCKBOX	33	12	2,831.49	.00	2,831.49	02/06/2023		15858
			Rd Mats Cleaned 12/21	5640085484		189.98	0.00	189.98			
			Rd Uniforms Cleaned 12/21	5640085486		284.33	0.00	284.33			
			Rd Mats Cleaned 12/28	5640088046		189.98	0.00	189.98			
			Rd Uniforms Cleaned 12/28	5640088049		344.62	0.00	344.62			
			Rd Mats Cleaned 1/4	5640090557		87.47	0.00	87.47			
			Rd Uniforms Cleaned 1/4	5640090558		279.48	0.00	279.48			
			Rd Mats Cleaned 1/11	5640093732		189.98	0.00	189.98			
			Rd Uniforms Cleaned 1/11	5640093735		290.48	0.00	290.48			
			Rd Mats Cleaned 1/18	5640096195		189.98	0.00	189.98			
			Rd Uniforms Cleaned 1/18	5640096199		309.48	0.00	309.48			
			Rd Mats Cleaned 1/25	5640098804		189.98	0.00	189.98			
			Rd Uniforms Cleaned 1/25	5640098808		285.73	0.00	285.73			
981765	CHK	A	BEARD EQUIPMENT COMPANY	2309	1	272.54	.00	272.54	02/06/2023		15858
			#1399 Transport/Warranty Rp-Rd	1645477		272.54	0.00	272.54			

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981766	CHK	A	BIO-CYCLE LLC	1657	2	150.00	.00	150.00	02/06/2023		15858
			Medical Waste/Sanderson 1.23	5344540		75.00	0.00	75.00			
			Medical Waste 1.23-EMS	5344544		75.00	0.00	75.00			
981767	CHK	A	BURKINS CHEVROLET LLC	1762	1	433.66	.00	433.66	02/06/2023		15858
			#803 Ignition Switch/Lock S-Rd	CVCS139847		433.66	0.00	433.66			
981768	CHK	A	CLASSIC AUTO BODY RESTORATION	4384	1	2,740.00	.00	2,740.00	02/06/2023		15858
			19Chevy Repair-Main	230111		2,740.00	0.00	2,740.00			
981769	CHK	A	COASTAL EQUIPMENT SYSTEMS OF F	1024	4	735.00	.00	735.00	02/06/2023		15858
			25" Bar 2x/25" Chain2x-Rd	P07795		331.32	0.00	331.32			
			#753 Filter/Assy Element-Rd	P07935		116.24	0.00	116.24			
			#753 Filter/Kit/Element-Rd	P07942		224.78	0.00	224.78			
			#753 Seal-Rd	P07944		62.66	0.00	62.66			
981770	CHK	A	GENERAL TRUCK EQUIP & TRAILER	210	1	525.96	.00	525.96	02/06/2023		15858
			#196/197/2806 Straps-Rd	254994		525.96	0.00	525.96			
981771	CHK	A	GLEN CASH STORE INC	212	1	19.99	.00	19.99	02/06/2023		15858
			Rake-Rd	B37847		19.99	0.00	19.99			
981772	CHK	A	HAGAN ACE HARDWARE OF MACCLENN	221	21	1,114.06	.00	1,114.06	02/06/2023		15858
			Hot Water Heater Repair-Rd	319772		7.36	0.00	7.36			
			Grill Cover-Rd	319777		21.00	0.00	21.00			
			Propane Cyl/Propane/Carabin-Rd	319816		189.34	0.00	189.34			
			Propane Fill/Temp Gauge-Rd	319826		51.28	0.00	51.28			
			Clamp/Grip Bar-Rd	319844		46.78	0.00	46.78			
			Gas Can 1.25Gal-Rd	320025		23.39	0.00	23.39			
			Padlock-Rd	320044		13.49	0.00	13.49			
			Stencil Kit/Spraypaint-Rd	320250		15.82	0.00	15.82			
			Hitch Pin-Rd	320277		11.69	0.00	11.69			
			Screws/Primer/Socket/File/B-Rd	320353		206.64	0.00	206.64			
			Timber Screws Return-Rd	320379		43.19	0.00	43.19			
			Timber Screws-Rd	320380		34.99	0.00	34.99			
			Rustop/Primer/Batt Terminal-Rd	320445		38.62	0.00	38.62			
			Shovel 3x-Rd	320535		37.77	0.00	37.77			
			HQ Tape/Clamp/Pipe/Elbow-EMS	320566		39.89	0.00	39.89			
			Vacuum Hose 12x-Rd	320653		53.88	0.00	53.88			
			Tie Down/Key Caps/Keyblank-Rd	320837		58.64	0.00	58.64			
			HQ Cbl Tie/Broom Gripper/S-EMS	320889		27.87	0.00	27.87			
			Lags/Lockwash/Flatwash/Hex-Rd	320925		259.79	0.00	259.79			
			SQ51 Misc Screws,Nuts,Bol-Fire	320984		7.16	0.00	7.16			
			Wood Label/Shims 2x-Fire	321076		11.85	0.00	11.85			
981773	CHK	A	HENRY SCHEIN INC	588	3	706.93	.00	706.93	02/06/2023		15858
			Defib Pads Returned 10x-EMS	22113184		868.00	0.00	868.00			
			Ketamine/Dopamine/ET Tube-EMS	30051516		1,094.73	0.00	1,094.73			
			Gloves/Catheter/Electrode-EMS	33027689		480.20	0.00	480.20			
981774	CHK	A	HIGGINBOTHAM BROTHERS CONSTRUC	533	1	10,833.33	.00	10,833.33	02/06/2023		15858
			Higginbotham Feb23	208		10,833.33	0.00	10,833.33			
981775	CHK	A	ICE CUBE EXPRESS	75	2	230.00	.00	230.00	02/06/2023		15858
			10lb Bag Ice 140x-Rd	230109871		175.00	0.00	175.00			
			10lb Bag Ice 44x-Rd	230124875		55.00	0.00	55.00			

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			#960 Transmission Fluid 3x-SW	01P164418		257.52	0.00	257.52			
			#960 Wiper Blades 4x-SW	01P164423		60.64	0.00	60.64			
			#2806 Tarp Switch 3x-Rd	04P123788		98.28	0.00	98.28			
			#2806 Tarp Switch Return 2x-Rd	04P123791		65.52-	0.00	65.52-			
			#181 Belt 2x-Rd	04P125611		97.14	0.00	97.14			
981782	CHK	A	NORTH FLORIDA PROFESSIONAL SER	632	1	100.00	.00	100.00	02/06/2023		15858
			Permit Fee Turner Cemetery-Rd	17928		100.00	0.00	100.00			
981783	CHK	A	PENGUIN MANAGEMENT INC	1162	1	60.00	.00	60.00	02/06/2023		15858
			3 Month Deputy Chief Plan	72344		60.00	0.00	60.00			
981784	CHK	A	QUALITY INTERNET SERVICES OF F	349	3	10,679.82	.00	10,679.82	02/06/2023		15858
			9th Cycle Litter Pickup-C19	130849		10,520.82	0.00	10,520.82			
			Internet Service 2.23	130972		159.00	0.00	79.00			
			Internet Service 2.23	130972		159.00	0.00	80.00			
981785	CHK	A	RING POWER CORPORATION	365	1	249.57	.00	249.57	02/06/2023		15858
			#8015 Element/Filter Lube-Rd	07PC8419446		249.57	0.00	249.57			
981786	CHK	A	SAFETY-KLEEN SYSTEMS INC	373	2	300.92	.00	300.92	02/06/2023		15858
			30G Washer Solvent-Rd	90664235		118.92	0.00	118.92			
			Oil Service/Oil Recycle 200-Rd	90736145		182.00	0.00	182.00			
981787	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	12,279.52	.00	12,279.52	02/06/2023		15858
			E911 Oct22	2042		12,279.52	0.00	12,279.52			
981788	CHK	A	SOUTHERN AIR & REFRIGERATION,	614	1	195.00	.00	195.00	02/06/2023		15858
			T Stat-Rd	4352		195.00	0.00	195.00			
981789	CHK	A	STAPLES ADVANTAGE	2164	3	596.42	.00	596.42	02/06/2023		15858
			Highlighters/Clipboard/Dis-Adm	3528970963		412.54	0.00	412.54			
			Pocket Notebook-Adm	3528970969		8.99	0.00	8.99			
			Black Ink-PA	3528970974		174.89	0.00	174.89			
981790	CHK	A	STOTT BOLT AND SUPPLY COMPANY	1476	1	89.11	.00	89.11	02/06/2023		15858
			Hex Bolt/Flat Washers-Rd	223129		89.11	0.00	89.11			
981791	CHK	A	VERIZON WIRELESS	1710	2	843.15	.00	843.15	02/06/2023		15858
			CAD 1.23	9926124558		843.15	0.00	421.58			
			CAD 1.23	9926124558		843.15	0.00	421.57			
981792	CHK	A	VERIZON WIRELESS	1710	4	861.31	.00	861.31	02/06/2023		15858
			9926178948 VERIZON Dec/Jan23	SEPT21-023		861.31	0.00	659.81			
			9926178948 VERIZON Dec/Jan23	SEPT21-023		861.31	0.00	120.90			
			9926178948 VERIZON Dec/Jan23	SEPT21-023		861.31	0.00	40.30			
			9926178948 VERIZON Dec/Jan23	SEPT21-023		861.31	0.00	40.30			
981793	CHK	A	ADVANCED TIRE SERVICE, LLC	2372	1	3,605.00	.00	3,605.00	02/06/2023		15860
			#960/943/8357 Tires 5x-sw inv	4010575		3,605.00	0.00	3,605.00			
981794	CHK	A	AIRGAS USA, LLC	1218	1	631.59	.00	631.59	02/06/2023		15860
			cylinder rental 20x Dec22-rd	9993929821		631.59	0.00	631.59			
981795	CHK	A	ANDERSON COLUMBIA COMPANY INC	512	1	3,240.00	.00	3,240.00	02/06/2023		15860
			162Tons Milling/APRA-Rd	81936		3,240.00	0.00	3,240.00			

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981796	CHK	A	BAKER COUNTY SCHOOL BOARD Drivers Fund Trust Oct-Dec22	57	1	1,367.64 1,367.64	.00 0.00	1,367.64 1,367.64	02/06/2023		15860
981797	CHK	A	BAKER COUNTY SCHOOL BOARD Impact Fee Oct-Dec22	57	1	35,562.24 35,562.24	.00 0.00	35,562.24 35,562.24	02/06/2023		15860
981798	CHK	A	BEARD EQUIPMENT COMPANY PM filters/blades/graders-Rd	2309	1	2,580.96 2,580.96	.00 0.00	2,580.96 2,580.96	02/06/2023		15860
981799	CHK	A	BLACKBURN-CURRY FUNERAL AND CR ME Transport 1.23	970	1	500.00 500.00	.00 0.00	500.00 500.00	02/06/2023		15860
981800	CHK	A	BOBCAT OF JACKSONVILLE wacker diaphram pump-Rd	2334	1	2,108.31 2,108.31	.00 0.00	2,108.31 2,108.31	02/06/2023		15860
981801	CHK	A	BRANDON NELSON (PETTY CASH) Petty Cash 1.23/Duct Tape-EMS Petty Cash 1.23/Barrels-Fire	1072	2	63.75 3.75 60.00	.00 0.00 0.00	63.75 3.75 60.00	02/06/2023		15860
981802	CHK	A	CLINTON THRIFT HRA 2.23-BCSO	941	1	7,000.00 7,000.00	.00 0.00	7,000.00 7,000.00	02/06/2023		15860
981803	CHK	A	DELL MARKETING L P Laptop/Docking Statio/ARPA-Ext Laptop/Docking Statio/ARPA-Ext	140	2	1,039.00 1,039.00 1,039.00	.00 0.00 0.00	1,039.00 39.00 1,000.00	02/06/2023		15860
981804	CHK	A	EDWARDS ORNAMENTAL IRON V-Groove Rollers/Clutch-Judge	749	1	2,196.00 2,196.00	.00 0.00	2,196.00 2,196.00	02/06/2023		15860
981805	CHK	A	FPL 02491-705980 1190 W MACC-EMS 04012-13723 ROAD DEPART/TRFF 04082-14708 SR228 #CITY SL'S 05246-10748 AG CENTER-US 90 09178-19799 SNDRSN COMM SR127 11233-03289 OLUSTEE-SOLID WAST 30354-83514 SIGN&TIRE SHOP-R&B 45151-88144 SR 228-SOLID WASTE 48133-69255 AG CENTER 48732-54405 AG/OUTDOOR LIGHT 57463-72282 EMS STORAGE BLDG 79108-19775 HOSS KELLER-SW 80118-12818 FIRE STA#80-OLUSTE 89658-19777 RD YARD 8156 CYPRE 89678-13729 RD DEPT BARN 89857-10741 FIRE70 SANDERSON 96466-19719 ROAD DEPT/US90 CTY	200	17	3,687.43 841.06 68.17 33.55 431.94 81.46 52.05 378.30 68.42 27.45 12.10 120.60 43.81 87.56 111.76 88.03 146.89 1,094.28	.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 0.00 0.00 0.00 0.00	3,687.43 841.06 68.17 33.55 431.94 81.46 52.05 378.30 68.42 27.45 12.10 120.60 43.81 87.56 111.76 88.03 146.89 1,094.28	02/06/2023		15860
981806	CHK	A	GLEN CASH STORE INC Toilet/Sponge-SOE	212	1	139.99 139.99	.00 0.00	139.99 139.99	02/06/2023		15860
981807	CHK	A	GLOBAL TIRE RECYCLING 11.36 tons waste tire-SW	2298	1	1,136.00 1,136.00	.00 0.00	1,136.00 1,136.00	02/06/2023		15860
981808	CHK	A	HAGAN ACE HARDWARE OF MACCLENN E50 Window Brush 2x-Fire	221	2	160.57 21.58	.00 0.00	160.57 21.58	02/06/2023		15860

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			HQ 20V Battery-EMS	321165		138.99	0.00	138.99			
981809	CHK	A	JOHN M WARREN INC	879	1	1,958.11	.00	1,958.11	02/06/2023		15860
			stop sign 20/blank signs 70-Rd	1209922		1,958.11	0.00	1,958.11			
981810	CHK	A	L V HIERS INC	267	18	15,746.75	.00	15,746.75	02/06/2023		15860
			210 gals reg gas-rd inv 155902	155902		679.56	0.00	679.56			
			205 gals reg gas-rd inv 156219	156219		636.74	0.00	636.74			
			407 gas reg gas-rd inv 156646	156646		1,250.45	0.00	1,250.45			
			343 gals reg gas-rd inv 443077	443077		1,065.35	0.00	1,065.35			
			302 gals DEF fuel-rd inv 44348	443489		872.78	0.00	872.78			
			1100 gals dyed diesel-rd inv 4	443663		4,279.00	0.00	4,279.00			
			1063 gals dyed diesel-rd inv 4	443680		4,453.97	0.00	4,453.97			
			179 gals dyed diesel-rd inv 44	444029		750.02	0.00	750.02			
			161 gals dyed diesel-rd inv 44	444037		674.59	0.00	674.59			
			fuel pump repair-rd inv 444580	444580		526.20	0.00	526.20			
			20.50Gal Fuel-Rec	445311		66.13	0.00	66.13			
			15.50Gal Fuel-Maint	445331		50.02	0.00	50.02			
			32Gal Fuel-Rec	445335		103.26	0.00	103.26			
			22.80Gal Fuel-Main	445347		73.58	0.00	73.58			
			11.80Gal Fuel-Rec	445404		38.07	0.00	38.07			
			30Gal Fuel-Rec	445526		96.21	0.00	96.21			
			18.80Gal Fuel-Maint	445535		60.29	0.00	60.29			
			22Gal Fuel-AC	445621		70.53	0.00	70.53			
981811	CHK	A	MACCLENNY TIRE AND LUBE INC	2067	1	839.50	.00	839.50	02/06/2023		15860
			#817 tires,mount,balance-sw	12822		839.50	0.00	839.50			
981812	CHK	A	MACCLENNY VETERINARY CLINIC	285	1	185.00	.00	185.00	02/06/2023		15860
			Veterinary Services 12.22	308773		185.00	0.00	185.00			
981813	CHK	A	MAX GRAPHIX, LLC	988	1	115.00	.00	115.00	02/06/2023		15860
			Heating/Air Permit 2 Part F-CD	3406		115.00	0.00	115.00			
981814	CHK	A	NORTH FLORIDA PROFESSIONAL SER	632	1	2,222.50	.00	2,222.50	02/06/2023		15860
			CR 125 Box culvert ext-CEI-rd	17898		2,222.50	0.00	2,222.50			
981815	CHK	A	NORTHEAST FLORIDA TELEPHONE CO	445	32	2,661.04	.00	2,661.04	02/06/2023		15860
			BOCC LINES/\$325 LDIS 1	#001-0001-018		774.95	0.00	774.95			
			CIR CT FAX/REC #328 1	#259-0218-018		22.18	0.00	22.18			
			RESCUE/FIRE-HWY90 1	#259-0229-018		210.89	0.00	105.45			
			RESCUE/FIRE-HWY90 1	#259-0229-018		210.89	0.00	105.44			
			FIRE HWY90 1	#259-0231-018		26.18	0.00	26.18			
			HOLDING CELL 1	#259-0266-018		23.28	0.00	23.28			
			COUNTY EXTENSION SERVICES 1	#259-0280-018		211.47	0.00	211.47			
			PUBLIC DEFENDER 1	#259-0285-018		22.18	0.00	22.18			
			ELEVATOR-COURTHOUSE 1	#259-0286-018		22.18	0.00	22.18			
			ELEVATOR/JUDGE-COURTHOUSE 1	#259-0287-018		22.18	0.00	22.18			
			FAX-SECURITY 1	#259-0289-018		22.98	0.00	22.98			
			TDD PHONE-ADMIN 1	#259-1443-018		42.79	0.00	42.79			
			COUNTY JUDGE FAX 1	#259-1451-018		22.18	0.00	22.18			
			CLERKS OFFICE FAX 1	#259-4176-018		22.18	0.00	22.18			
			BUILDING DEPT/MULTI PH LINE 1	#259-4896-018		63.61	0.00	63.61			
			LIBRARY/MAINT 1	#259-6464-018		295.50	0.00	295.50			
			STATE ATTORNEYS 1	#259-6564-018		26.98	0.00	26.98			
			ANIMAL CONTROL/INTERNET 1	#259-6786-018		113.67	0.00	113.67			

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			ADMINISTRATION FAX 1		#259-7610-018	38.54	0.00	38.54			
			MUDLAKE RECYCLE SITE 1		#259-8409-018	38.99	0.00	38.99			
			STATE ATTORNEY FAX 1		#259-8681-018	22.18	0.00	22.18			
			BAXTER RECYCLE SITE 1		#259-8807-018	39.31	0.00	39.31			
			CUYLER RECYCLE SITE 1		#259-9327-018	38.54	0.00	38.54			
			SR228 RECYCLE SITE 1		#259-9328-018	40.98	0.00	40.98			
			GLEN RECYCLE SITE 1		#259-9329-018	39.31	0.00	39.31			
			121 N RECYCLE SITE 1		#259-9330-018	38.54	0.00	38.54			
			MAINTENANCE/INTERNET 1		#259-9985-018	90.03	0.00	90.03			
			ROAD DEPARTMENT/CHRIS 1		#275-2123-018	43.74	0.00	43.74			
			EMS STA70 #63/FIRE SANDERSON 1		#275-2125-018	91.48	0.00	91.48			
			ROAD DEPARTMENT/FAX 1		#275-2316-018	83.49	0.00	83.49			
			ROAD DEPARTMENT #49 1		#275-2373-018	71.99	0.00	71.99			
			SANDERSON RECYCLE SITE 1		#275-3097-018	38.54	0.00	38.54			
981816	CHK	A	OKEFENOKE REMC	326	22	1,945.94	.00	1,945.94	02/06/2023		15860
			23150001 RIDING ARENA LIGHTS		#23150001-015	98.75	0.00	98.75			
			23150002-125N GLEN RECYCLE SIT		#23150002-015	142.43	0.00	142.43			
			23150004 RECREATION DEPT.		#23150004-015	67.55	0.00	67.55			
			23150005 FIRE ST20 N MACC		#23150005-015	72.08	0.00	72.08			
			23150006-CUYLER RECYCL SIT 125		#23150006-015	88.24	0.00	88.24			
			23150007-STEELBRIDG RECYCL SIT		#23150007-015	129.62	0.00	129.62			
			23150008-121 N CAUTION LIGHT/R		#23150008-015	43.08	0.00	43.08			
			23150009 BAXTER FIRE ST60		#23150009-015	59.21	0.00	59.21			
			23150010 RESCUE TOWER		#23150010-015	104.95	0.00	104.95			
			23150012 FIRE ST40 SEC LIGHT		#23150012-015	50.82	0.00	50.82			
			23150014-ARENA CONCESSION FAIR		#23150014-015	48.93	0.00	48.93			
			23150015 125 N/250 STREETLIGHT		#23150015-015	14.62	0.00	14.62			
			23150016 DOG POUND SCRAP		#23150016-015	320.76	0.00	320.76			
			23150017-BOB BURNSED CAUTION L		#23150017-015	44.25	0.00	44.25			
			23150018-ANIMAL CONTROL NEW BU		#23150018-015	182.49	0.00	182.49			
			23150019 FIRE ST40 TAYLOR		#23150019-015	80.64	0.00	80.64			
			23150020-ODIS YARBOROUGH/SHOAL		#23150020-015	39.11	0.00	39.11			
			23150021 SHOALS PARK BATHROOM2		#23150021-015	97.46	0.00	97.46			
			23150022 SHOALS PARK BATHROOM2		#23150022-015	47.88	0.00	47.88			
			23150023 SHOALS PARK LIGHT #1		#23150023-003	39.11	0.00	39.11			
			23150024 SHOALS PARK LIGHT #2		#23150024-003	47.41	0.00	47.41			
			23150025 FIRE ST30 CUYLER		#23150025-003	126.55	0.00	126.55			
981817	CHK	A	PARKEON	1047	1	98.00	.00	98.00	02/06/2023		15860
			Shoal Kiosk Check 1.23		134190	98.00	0.00	98.00			
981818	CHK	A	PRITCHETT TRUCKING INC	344	1	597.87	.00	597.87	02/06/2023		15860
			waste tire transport-sw inv 80		80645	597.87	0.00	597.87			
981819	CHK	A	SCHINDLER ELEVATOR CORPORATION	375	1	2,660.73	.00	2,660.73	02/06/2023		15860
			2Qtr 2023 Elevator Maint-CH		8106167761	2,660.73	0.00	2,660.73			
981820	CHK	A	SOUTHEASTERN SERVICES INC	387	1	881.92	.00	881.92	02/06/2023		15860
			Shoal Gate Attendants1/29		128507	881.92	0.00	881.92			
981821	CHK	A	SOUTHERN CLEANING SERVICE INC	4364	1	5,267.00	.00	5,267.00	02/06/2023		15860
			#15590 CUSTODIAN 1.23		SOUTHERNCLEANIN-004,	2,670.00	0.00	5,267.00			
981822	CHK	A	TARBOX CONSULTING AND DESIGN I	484	1	495.00	.00	495.00	02/06/2023		15860
			Bus Wash Rvw Contractor Que-CD		1549	495.00	0.00	495.00			

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981823	CHK	A	THE RAWLINGS COMPANY, LLC Duplicate Payment-EMS	564 120606819	1	482.20 482.20	.00 0.00	482.20 482.20	02/06/2023		15860
981824	CHK	A	THREE RIVERS LEGAL SERVICES IN Legal Aid Trust Oct-Dec22	407 OCT-DEC22LEGAID	1	1,361.68 1,361.68	.00 0.00	1,361.68 1,361.68	02/06/2023		15860
981825	CHK	A	TOWN OF GLEN ST MARY ACC#272-00 1.23	2074 SEPT21-021	1	194.49 194.49	.00 0.00	194.49 194.49	02/06/2023		15860
981826	CHK	A	WALTER WALDING as built/tree survey/Willis Ho	1102 2WILLISHODGES	1	1,500.00 1,500.00	.00 0.00	1,500.00 1,500.00	02/06/2023		15860
981827	CHK	A	AMERICAN FIDELITY ASSURANCE CO #D553400 AMER FID 2.23	22 D357389S-049	1	1,394.04 1,394.04	.00 0.00	1,394.04 1,394.04	02/09/2023		15910
981828	CHK	A	ARROWHEAD DBA THE STORE Mount/Rubber Prep/Core Tool-Rd	978 877	1	116.39 116.39	.00 0.00	116.39 116.39	02/09/2023		15910
981829	CHK	A	AUS CENTRAL LOCKBOX Rd Mats Cleaned 2/1 Rd Uniforms Cleaned 2/1	33 5640101455 5640101461	2	496.96 189.98 306.98	.00 0.00 0.00	496.96 189.98 306.98	02/09/2023		15910
981830	CHK	A	BAKER COUNTY PRESS VAB Tax Impact Ad 10/27-Adm CR127/Cell Tower/Na AD 1/26-CD Help Wanted 1/12,19,26-Rec/Sho Help Wanted 1/12,19,26-Rec/Sho Anml Advisory/Tourist Ad 1/12	56 44845 45082 45121 45121 45122	5	1,128.30 250.00 656.00 191.50 191.50 30.80	.00 0.00 0.00 0.00 0.00 0.00	1,128.30 250.00 656.00 94.00 97.50 30.80	02/09/2023		15910
981831	CHK	A	BEARD EQUIPMENT COMPANY #953 Switch-Rd PM filters all graders-rd inv	2309 1736501 1741134	2	1,985.95 82.73 1,903.22	.00 0.00 0.00	1,985.95 82.73 1,903.22	02/09/2023		15910
981832	CHK	A	BENNETT FIRE PRODUCTS CO INC Leather Boots 1x-Fire	2329 20223-1	1	552.00 552.00	.00 0.00	552.00 552.00	02/09/2023		15910
981833	CHK	A	BLUE CROSS & BLUE SHIELD OF FL #76217739 RETIREE 2.23 #76217741 HEALTH 2.23 #76217747 PPO 2.23	72 75308111S-049 75308113S-049 75308119S-049	3	53,856.89 3,965.88 41,073.31 8,817.70	.00 0.00 0.00 0.00	53,856.89 3,965.88 41,073.31 8,817.70	02/09/2023		15910
981834	CHK	A	BRANDON NELSON HRA Feb7.23	1062 FY22-23	1	737.69 737.69	.00 0.00	737.69 737.69	02/09/2023		15910
981835	CHK	A	BRIAN WILLINGHAM Fire Run 1.23	4408 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981836	CHK	A	CARL J ALTMILLER Fire Run 1.23	1104 JAN23	1	100.00 100.00	.00 0.00	100.00 100.00	02/09/2023		15910
981837	CHK	A	CHANCE WILMS Fire Run 1.23	4404 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981838	CHK	A	CHARLES YOUNG Fire Run 1.23	4405 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			2506869 PA/TC/SOE PEST 2.23	TAXCOLL-041		45.00	0.00	45.00			
			2506871 TRNSPT 9264 PEST 2.23	TRANSPT9264-041		34.00	0.00	34.00			
981849	CHK	A	KYLER CREWS Fire Run 1.23	4400 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981850	CHK	A	L V HIERS INC 2021 gals dyed diesel-rd inv 1 156218 2437 gals dyed diesel-rd inv 1 156710 20.20Gal Fuel-Maint 443601 313.20 gals reg gas-rd inv 444 444800 1168 gals dyed diesel-Rd inv 4 445465 328.20Gal Diesel-EMS 445551 163 gals diesel-rd inv 445666 445666 22Gal Fuel-Rec 445768	267 156218 156710 443601 444800 445465 445551 445666 445768	8	25,270.52 7,914.22 9,835.74 58.70 1,022.91 4,258.52 1,426.36 683.52 70.55	.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	25,270.52 7,914.22 9,835.74 58.70 1,022.91 4,258.52 1,426.36 683.52 70.55	02/09/2023		15910
981851	CHK	A	LEE ODOM Fire Run 1.23	4403 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981852	CHK	A	MARK GARRARD Fire Run 1.23	4401 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981853	CHK	A	NAPA AUTO PARTS #99 Impact Wrench/Adapter 4-Rd 2933	284 2933	1	246.95 246.95	.00 0.00	246.95 246.95	02/09/2023		15910
981854	CHK	A	NEW DIRECTIONS BEHAVIORAL HEAL #26795 NEW DIRECTION 2.23	1419 17728S-049	1	123.48 123.48	.00 0.00	123.48 123.48	02/09/2023		15910
981855	CHK	A	NEW RIVER SOLID WASTE ASSOCIAT Dec 2022 Advanced tipping fees 12.22ADV Dec 2022 BOCC tipping fees-sw 12.22BOCC	317 12.22ADV 12.22BOCC	2	24,257.02 5,695.62 18,561.40	.00 0.00 0.00	24,257.02 5,695.62 18,561.40	02/09/2023		15910
981856	CHK	A	NEXTRAN TRUCK CENTER 2023 Mack dump truck-approved 1-23020	318 1-23020	1	156,937.00 156,937.00	.00 0.00	156,937.00 156,937.00	02/09/2023		15910
981857	CHK	A	NORTH FLORIDA PROFESSIONAL SER CR 127 Beech/Willie Wetland 17909	632 17909	1	74,347.50 74,347.50	.00 0.00	74,347.50 74,347.50	02/09/2023		15910
981858	CHK	A	O'REILLY AUTOMOTIVE INC R70 Wiper Blades 2x-EMS 1897-422005	1352 1897-422005	1	40.78 40.78	.00 0.00	40.78 40.78	02/09/2023		15910
981859	CHK	A	OLEG BOYAROSKY Fire Run 1.23	4399 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981860	CHK	A	ONE DIGITAL TOPCO LLC ACA Reporting Jan27.23 65410	4397 65410	1	1,043.28 1,043.28	.00 0.00	1,043.28 1,043.28	02/09/2023		15910
981861	CHK	A	PRITCHETT TRUCKING INC 50 loads limerock-rd inv 81181 81181	344 81181	1	22,203.73 22,203.73	.00 0.00	22,203.73 22,203.73	02/09/2023		15910
981862	CHK	A	REBECCA YOUNG Fire Run 1.23	4406 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981863	CHK	A	RING POWER CORPORATION #321 cutting edge blades/rd in 07PC8440382	365 07PC8440382	1	904.94 904.94	.00 0.00	904.94 904.94	02/09/2023		15910

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
981864	CHK	A	RURAL COUNTIES DAY Rural County Days 2023	2200 173	1	750.00 750.00	.00 0.00	750.00 750.00	02/09/2023		15910
981865	CHK	A	SCOTTY RHODEN, SHERIFF Shoals Ranger 1/13-1/27	757 2055	1	4,568.50 4,568.50	.00 0.00	4,568.50 4,568.50	02/09/2023		15910
981866	CHK	A	SCOTTY RHODEN, SHERIFF BCSO 2.23	757 2056	1	460,820.00 460,820.00	.00 0.00	460,820.00 460,820.00	02/09/2023		15910
981867	CHK	A	SCOTTY RHODEN, SHERIFF FDLE Grant 2.23	757 2057	1	18,583.00 18,583.00	.00 0.00	18,583.00 18,583.00	02/09/2023		15910
981868	CHK	A	SOUTHEASTERN SERVICES INC site attendants through 1/1/23 site attendants through 1/15/2 site attendants through 1/29/2	387 128496 128500 128506	3	28,524.60 9,177.48 9,673.56 9,673.56	.00 0.00 0.00 0.00	28,524.60 9,177.48 9,673.56 9,673.56	02/09/2023		15910
981869	CHK	A	TARBOX CONSULTING AND DESIGN I FPL Nature/NFS&Canaday Cell-CD	484 1548	1	1,045.00 1,045.00	.00 0.00	1,045.00 1,045.00	02/09/2023		15910
981870	CHK	A	TELADOC HEALTH INC #T0259346 Teladoc 2.23	1016 T0259346	1	348.00 348.00	.00 0.00	348.00 348.00	02/09/2023		15910
981871	CHK	A	THE MACCLENNY ASSOC OF PRO FF FIRE/EMS UNION 2/10	1059 PR168-050	1	60.00 60.00	.00 0.00	60.00 60.00	02/09/2023		15910
981872	CHK	A	UNITEDHEALTHCARE LIFE INS UHC 2.23	1774 8.21-049	1	1,034.81 1,034.81	.00 0.00	1,034.81 1,034.81	02/09/2023		15910
981873	CHK	A	VALIC AIG VALIC 2/10	419 PR168-048	1	460.00 460.00	.00 0.00	460.00 460.00	02/09/2023		15910
981874	CHK	A	WILLIAM P CEREIJO Fire Run 1.23	4407 JAN23	1	200.00 200.00	.00 0.00	200.00 200.00	02/09/2023		15910
981875	CHK	A	WILLIAM PRIMO (SC) Fire Run 1.23	2181 JAN23	1	1,400.00 1,400.00	.00 0.00	1,400.00 1,400.00	02/09/2023		15910
981876	CHK	A	MUNCY CONTRACTING LLC 50%Dep Knabb Booth Demo-ARPA	4321 FEB9.23	1	7,150.00 7,150.00	.00 0.00	7,150.00 7,150.00	02/09/2023		15915
64	EFT	A	GLOBE LIFE LIBERTY NATIONAL DI #18546 LIBERTY 2.23	278 OCT21-049	1	204.52 204.52	.00 0.00	204.52 204.52	02/09/2023	HP	15909
65	EFT	A	NATIONWIDE RETIREMENT SOLUTION PEBSO/NATIONWIDE 2/10	311 PR168-050	1	50.00 50.00	.00 0.00	50.00 50.00	02/09/2023	HP	15909
981877	CHK	A	AMERICAN DATA GROUP INC ADG Conference 2/27-3/2	2122 1022	1	510.00 510.00	.00 0.00	510.00 510.00	02/14/2023		15934
981878	CHK	A	AMERICAN FIDELITY/FLEX ACCOUNT American Fidelity Flex 2.23	2139 2149473A	1	404.16 404.16	.00 0.00	404.16 404.16	02/14/2023		15934
981879	CHK	A	BOUND TREE MEDICAL Epinephrine 2x-EMS	2028 84852344	1	295.98 295.98	.00 0.00	295.98 295.98	02/14/2023		15934

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
981880	CHK	A	CITY OF MACCLENNY	109	3	464.15	.00	464.15	02/14/2023		15934
			14 MCIVER AVE-LIBRARY	#500012-050		54.94	0.00	54.94			
			4980 JEFF STARLING-FIRE ST10	#500127-050		43.52	0.00	43.52			
			9264 BUCK STARLING-TRASNP CTR	#502955-050		365.69	0.00	365.69			
981881	CHK	A	DARSCO INC	1708	1	4,594.00	.00	4,594.00	02/14/2023		15934
			Water Pump 2x-CH	243292		4,594.00	0.00	4,594.00			
981882	CHK	A	DAVIS & DAVIS ENTERPRISES	1886	1	1,753.96	.00	1,753.96	02/14/2023		15934
			Fuel Jan23-Fire	JAN23		1,753.96	0.00	1,753.96			
981883	CHK	A	DELL FINANCIAL SERVICES LLC	1023	1	587.85	.00	587.85	02/14/2023		15934
			Computer Lease 3.23	2391963		587.85	0.00	587.85			
981884	CHK	A	EDWARDS ORNAMENTAL IRON	749	1	2,496.00	.00	2,496.00	02/14/2023		15934
			Judge Gate V-Groove/Brackets/C	5105		2,496.00	0.00	2,496.00			
981885	CHK	A	HENRY SCHEIN INC	588	1	36.84	.00	36.84	02/14/2023		15934
			Fentanyl Citrate Inj-EMS	33754830		36.84	0.00	36.84			
981886	CHK	A	HOUNDTOWNE INC. DBA SHELTERLV	1190	1	10.00	.00	10.00	02/14/2023		15934
			Adoption Software 5x-AC	1012023		10.00	0.00	10.00			
981887	CHK	A	JAMES MOORE, CPA	927	1	11,750.00	.00	11,750.00	02/14/2023		15934
			FY21 Cash To Accrual	769915		11,750.00	0.00	11,750.00			
981888	CHK	A	KBT CONTRACTING CORP	2103	1	38,604.95	.00	38,604.95	02/14/2023		15934
			HVAC Replacement-HD	2022HD3		38,604.95	0.00	38,604.95			
981889	CHK	A	L V HIERS INC	267	7	505.33	.00	505.33	02/14/2023		15934
			33Gal Fuel-Rec	445771		105.80	0.00	105.80			
			14.30Gal Fuel-DevOps	445785		45.86	0.00	45.86			
			33Gal Fuel-AC	445795		105.83	0.00	105.83			
			18.30Gal Fuel-Rec	445813		57.04	0.00	57.04			
			19.40Gal Fuel-Maint	445820		62.20	0.00	62.20			
			10.40Gal Fuel-Maint	447207		32.42	0.00	32.42			
			30Gal Fuel-Rec	447222		96.18	0.00	96.18			
981890	CHK	A	MACC'S GLASS, INC.	393	1	335.00	.00	335.00	02/14/2023		15934
			Windshield/Tint Strip-AC	8718		335.00	0.00	335.00			
981891	CHK	A	MACCLENNY MOWER AND SAW INC	1334	4	810.94	.00	810.94	02/14/2023		15934
			Trimmer-Rec	10966		299.99	0.00	299.99			
			Wheel Bearing Kit-Rec	10996		141.44	0.00	141.44			
			1Gal Red Armor Fuel 2x-Beck	11081		77.00	0.00	77.00			
			Spark Plug/Oil Fil/Air Fi-Beck	11084		292.51	0.00	292.51			
981892	CHK	A	MERIDIAN BEHAVIORAL HEALTHCARE	2354	1	16,250.00	.00	16,250.00	02/14/2023		15934
			Baker Act Oct22-Dec22	1516-803		16,250.00	0.00	16,250.00			
981893	CHK	A	NAPA AUTO PARTS	284	8	682.84	.00	682.84	02/14/2023		15934
			Hose Fitting/Penetrant/H-Shoal	1602		209.56	0.00	209.56			
			10W30 Oil 4x-Rec	1622		29.16	0.00	29.16			
			F250 Door Handle-Rec	1909		48.99	0.00	48.99			
			30Qt Motor Oil 2/15W40 Oil-Rec	1984		24.27	0.00	24.27			
			Wrench/Ext Set/Impact Soc-Main	2595		89.97	0.00	89.97			

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			#14 Battery-Main	2811		237.99	0.00	237.99			
			WL1 Solenoid-Fire	2998		12.47	0.00	12.47			
			14F150 Oil/Air Filter-AC	3090		30.43	0.00	30.43			
981894	CHK	A	PAUL D HARVEY DBA P & S HARVEY	4388	1	200.00	.00	200.00	02/14/2023		15934
			HQ Dryer Belt/Rollers-EMS	963051		200.00	0.00	200.00			
981895	CHK	A	QUADIENT FINANCE USA INC DBA N	1175	1	39.00	.00	39.00	02/14/2023		15934
			Late Fee Dec22 Pymnt	JAN23		39.00	0.00	39.00			
981896	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	28,532.16	.00	28,532.16	02/14/2023		15934
			EMPA Jul22-Sep22	2062		28,532.16	0.00	28,532.16			
981897	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	21,610.71	.00	21,610.71	02/14/2023		15934
			EMPA Oct22-Dec22	2063		21,610.71	0.00	21,610.71			
981898	CHK	A	SHERWIN-WILLIAMS COMPANY	1245	1	618.00	.00	618.00	02/14/2023		15934
			5Gal Paint A82T154/A82W151-ARP	3031-1		618.00	0.00	618.00			
981899	CHK	A	SOUTHERN COMPUTER WAREHOUSE	388	1	4,640.52	.00	4,640.52	02/14/2023		15934
			Epson SureColor Scanner-DevOps	102320		4,640.52	0.00	4,640.52			
981900	CHK	A	SUMMIT SUPPLY CORPORATION OF C	4394	2	26,019.20	.00	26,019.20	02/14/2023		15934
			Bleachers 6x/ Knabb Sports Com	84829		26,019.20	0.00	2,757.50			
			Bleachers 6x/ Knabb Sports Com	84829		26,019.20	0.00	23,261.70			
981901	CHK	A	VULCAN CONSTRUCTION MATERIALS,	566	2	1,122.29	.00	1,122.29	02/14/2023		15934
			11Tons Sand-Rec	15167022		739.79	0.00	739.79			
			11Tons Red Clay-Rec	15169463		382.50	0.00	382.50			

Bank Number: 4 / Name: FIRST FEDERAL / Description: SHIP ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
2069	CHK	A	PARTRIDGE WELL DRILLING COMPAN	4374	2	8,769.63	.00	8,769.63	02/06/2023		15858
			T Crawford new well constructi	1CRAWFORD		4,384.93	0.00	4,384.93			
			H Harper new well construction	1HARPER		4,384.70	0.00	4,384.70			
2070	CHK	A	DUGARD CONSTRUCTION, INC	722	2	32,600.00	.00	32,600.00	02/09/2023		15910
			T Crawford new construction-Sh	2CRAWFORD		16,300.00	0.00	16,300.00			
			MA Lee New Construction-Ship	2LEE		16,300.00	0.00	16,300.00			
2071	CHK	A	SUPERIOR SEPTIC SERVICES, INC.	595	1	7,302.00	.00	7,302.00	02/14/2023		15934
			H Harper new septic constructi	1HARPER		7,302.00	0.00	7,302.00			
REGISTER TOTALS Checks: 168 Voids: 0 437 1,525,339.30 0.00 1,525,339.30											

Memorandum



To: Board of County Commissioners

From: Sara Little, County Manager

Date: February 21, 2023

Re: Reappointment of Member – Fire Watch Council – Mike Griffis

Mike Griffis has served as the Baker County Representative for the past three years. His term is set to expire at the end of this month. Mr. Griffis has expressed an interest in continuing to serve and the Fire Watch Council has requested he remain as a member.

Staff recommends that Mr. Griffis be reappointed to this position.



Florida E911 Board
 4030 Esplanade Way
 Tallahassee, FL 32399-0950
 Tel: 850-921-4204
 Fax: 850-488-9837

January 24, 2023

Ms. Cheryl Rewis
 Finance Director, Baker County BOCC
 339 East Macclenny Avenue
 Macclenny, FL 32063

FEID #: 59-6000508

Subject: Fall 2022 State - Reimbursement Grant Program

Dear Ms. Rewis:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2022 Cycle State - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

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

The following provides details concerning the Fall 2022 grant(s) to Baker County:

<u>Grant Number</u>	<u>CSFA/CFDA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Date Approved</u>
S22-23-01-03	72.002	\$35,243.99	\$35,243.99		
			\$35,243.99	Call Taker Furniture	1/19/2023
S22-23-01-04	72.003	\$525,934.00	\$525,934.00		
			\$525,934.00	Region 3 GIS Repository	1/19/2023
Total Grant Awards:			\$561,177.99		

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

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

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

Sincerely,

DocuSigned by:

9B75A3594DF04D4...
Denise Adkins, Chairwoman
Florida E911 Board

DA/KR

cc: Baker County 911 Coordinator

Additional Terms and Conditions for Rural and State Grant

S22-23-01-03

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Baker County BOCC (“Grantee”), collectively referred to as the “Parties.” The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on **January 19, 2023** and ends on **March 31, 2025**.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

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

4. MODIFICATION

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

Deliverable No. 1 – Tasks to CALL TAKER FURNITURE INSTALL		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work for installation of call taker furniture in accordance with the Grantee’s contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i></p>	<p>1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.</p>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$35,243.99		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

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

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah G. Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

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

John Blanchard
1 Sheriff's Office Drive
Macclenny, FL. 32063
John.Blanchard@BakerSo.com

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

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

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

7. RECORDS

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

8. PUBLIC RECORDS

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

9. LIABILITY

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

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

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

11. REMEDIES

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

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

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

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

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

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. 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.
- 14.2. 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.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.
- This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

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

State E911 Plan and E911 Board Statutes and Rules

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

Grant Number: S22-23-01-03	Grant Award Date: 01/19/2023
Catalog of State Financial Assistance number: 72.002	Catalog of State Financial Assistance title: E911 State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee 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 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, or other procedures. By entering into this agreement, the Grantee 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 Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee 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.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: E911 State Grant Program

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

Catalog of State Financial Assistance Title and Number: 72.002 E911 State Grant Program

Amount: \$35,243.99

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement S22-23-01-03 between the Grantee and the Department, entered in State Fiscal Year 2022-2023

Additional Terms and Conditions for Rural and State Grant

S22-23-01-04

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Baker County BOCC (“Grantee”), collectively referred to as the “Parties.” The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on **January 19, 2023** and ends on **March 31, 2028**.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

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

4. MODIFICATION

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

Deliverable No. 1 – Tasks to REGION 3 GIS REPOSITORY		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work for the Region 3 GIS Repository in accordance with the Grantee’s contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i></p>	<p>1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.</p>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
<p>TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$525,934.00</p>		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

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

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah G. Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

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

John Blanchard
1 Sheriff's Office Drive
Macclenny, FL. 32063
John.Blanchard@BakerSo.com

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

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

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

7. RECORDS

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

8. PUBLIC RECORDS

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

9. LIABILITY

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

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

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

11. REMEDIES

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

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

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

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

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

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. 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.
- 14.2. 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.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

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

State E911 Plan and E911 Board Statutes and Rules

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

Grant Number: S22-23-01-03	Grant Award Date: 01/19/2023
Catalog of State Financial Assistance number: 72.003	Catalog of State Financial Assistance title: Prepaid NG911 State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee 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 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, or other procedures. By entering into this agreement, the Grantee 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 Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee 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.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: E911 **State Grant Program**

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

Catalog of State Financial Assistance Title and Number: **72.003 Prepaid NG911 State Grant Program**

Amount: **\$525,934.00**

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement **S22-23-01-04** between the Grantee and the Department, entered in State Fiscal Year **2022-2023**

AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Baker County, FL
23.h.sm.100.118

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the “Division,” and the Baker County, FL hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 23.h.sm.100.118 for the Project “Emily Taber Library Restoration,” in the amount of \$50,000 (“Grant Award Amount”). The Division enters into this Agreement pursuant to Line Item 3162, contained in the 2023 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the “Emily Taber Library Restoration,” the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to hire professional architectural/engineering services to create 100% construction documents for the restoration of the Emily Taber Library.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Submit a copy of the professional architect/engineer’s credentials and a project timeline to the Division for review and approval.	One (1) digital copy of the professional historic preservation consultant's credentials; One (1) digital copy of the project timeline.	\$12,500
2	Fixed Price	Submit a copy of the completed schematics design and design development drawings to the Division for review and approval.	One (1) digital copy of the completed schematic design drawings; one (1) digital copy of the completed design development drawings.	\$12,500

3	Fixed Price	Submit a copy of the 50% complete construction documents to the Division for review and approval.	One (1) digital copy of 50% complete construction documents.	\$12,500
4	Fixed Price	Submit a copy of the 100% complete construction documents and a completed Florida Master Site File form for the building, to the Division for review and approval. In addition, a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) electronic and one (1) hard copy of the 100% complete construction drawings; One (1) electronic and one (1) hard copy of the completed Florida Master site File form; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$12,500
Totals				\$50,000

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/22, and shall end 06/30/23, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:

Theo Smith
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6310
Email: Theo.Smith@dos.myflorida.com

For the Grantee:

Contact: Shannon Williams
Address: 339 E MACCLENNY AVE MACCLENNY Florida 32063
Phone: 386.752.4675
Email: SWilliams@nfps.net

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverables given. The grant payment schedule is outlined below:
 - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf> where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **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.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and

287.058, *Florida Statutes*.

- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
- b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
- c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
- d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Planning Projects.

- a) The Grantee shall submit planning project contracts to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- b) For architectural planning projects, all project work must be in compliance with the Secretary of the Interior's Standards and Guidelines, available online at www.nps.gov/tps/standards.htm.
- c) For historic structure report planning projects, all project work must be in compliance with Preservation Brief 43, available online at <https://www.nps.gov/tps/how-to-preserve/briefs/43-historic-structure-reports.htm>.
- d) Planning activities on historic Religious Properties shall be limited to building exterior envelope, excluding accessibility upgrades, and structural elements of the building.
- e) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free,

nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
 - a) “This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.” Any variation in this language must receive prior approval in writing by the Division.
 - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
 - a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
 - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
 - a) **First Project Progress Report** is due by October 31, for the period ending September 30.
 - b) **Second Project Progress Report** is due by January 31, for the period ending December 31.
 - c) **Third Project Progress Report** is due by April 30, for the period ending March 31.
 - d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. **Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified

Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

 - a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement, Chapter 287 of the Florida Statutes and/or Rule 60A-1.002 of the Florida Administrative Code;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in

the Secretary of the Interior's Guidelines available at <https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>, standards available at <https://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](https://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- h) Entertainment, food, beverages, plaques, awards or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs;
- n) Capital improvements to property;
- o) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Planning for accessibility improvements for Religious Properties;
- q) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division;
- r) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment,

visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

- s) Supplies that will not be consumed in use during the duration of this project;
- t) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- u) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- v) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of

expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor

for all expenses and liabilities incurred under the subcontract.

- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Restrictive Covenants.** For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) must file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
44. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2023 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By:

By: _____
Authorizing Official for the Grantee

Alissa Lotane, Division Director

Typed name and title

Date

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
100% Construction Documents	\$50,000	\$0	\$0
Totals	\$50,000	\$0	\$0

ATTACHMENT B

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

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 of State 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 of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State 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 of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: 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 agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
- A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:
 - Auditor General
 - Local Government Audits/342
 - Claude Pepper Building, Room 401
 - 111 West Madison Street
 - Tallahassee, Florida 32399-1450

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

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, 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 of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

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

Not Applicable

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

Not Applicable

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants, CSFA Number 45.031. Award Amount is \$50,000.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Grant Award Agreement (Form GAA001), Effective 06/2022
Rule 1A-39.001, Florida Administrative Code

IFAS Extension
Baker County Extension Service

1025 West Macclenny Ave.
Macclenny, FL 32063
(904) 259-3520
(904) 259-9034 Fax
<http://baker.ifas.ufl.edu>

Memorandum

To: Sara Little, County Manager
From: Alicia Lamborn, County Extension Director
Date: February 14, 2023
Re: February 21st BOCC Meeting Agenda Item Request

UF/IFAS Extension respectfully requests the Board's approval for engineering and architectural services provided by Locklear and Associates in the amount of \$35,000 for Ag Center renovation projects. The scope includes architectural design, code analysis and signed and sealed construction documents for projects that include infilling one set of doors in the lobby, renovating a total of four (4) bathrooms, expanding one classroom, and renovating the kitchen. This expense is reimbursable by FDACS as part of contract #28876.



TEL (352) 672-6867
FAX (352) 692-5930

210 SW 4th Avenue
Gainesville, FL 32601
www.locklearconsulting.com

January 29, 2023

Ms. Alicia Lamborn
County Extension Director
UF/IFAS Extension Baker County
1025 W Macclenny Avenue
Macclenny, FL 32063

RE: Proposal to Provide Engineering and Architectural Services
Baker County UF/IFAS Extension Office

Dear Ms. Lamborn:

We appreciate the opportunity to provide this proposal to address multiple areas of concern at the Baker County UF/IFAS Extension Office located in Macclenny, Florida. The following scope of services is based upon our site visit and subsequent information provided to us by your office. Civil engineering services will be provided by Locklear & Associates, Inc. (L&A). All other services will be provided by Donnelly Architecture and their subconsultants as necessary.

ENGINEERING SERVICES TO BE PROVIDED BY LOCKLEAR

L&A will evaluate the existing conditions on the external area immediate north of the facility entrance. We understand that during extreme weather water collects in this area and has encroached on the facility entrance. L&A will provide design drawings for improvements (e.g., removal of concrete, creation of swales, etc.) to address stormwater in this area.

ARCHITECTURAL SERVICES TO BE PROVIDED BY DONNELLY ARCHITECTURE

Project Scope: Provide architectural design, code analysis, and signed and sealed construction documents for the renovation of the existing Baker County IFAS Building in Macclenny, Florida. The scope includes infilling one set of doors in the lobby, renovating a total of four (4) bathrooms, expanding one classroom, and renovating the kitchen. All work is interior and the scope of this proposal does not include changes to the building envelope with the exception of infilling the exterior doors. The building will be designed in accordance with the 2023 Florida Building Code.

Architectural Services: Donnelly Architecture will review applicable codes and prepare life safety analysis and floor plan; will visit the proposed location; will discuss design options and

present floor plans; will present exterior elevations; will prepare construction documents including finished floor plan and elevations, building/ wall sections, electrical lighting layout, interior elevations, opening types and details, interior finish schedule, and interior details; will provide signed and sealed completed construction documents; will provide Florida Product Approval information. Donnelly Architecture will respond to building department comments.

Engineering: Under this proposal additional structural design is not expected to be required and is not included. Under this proposal Mechanical, Electrical, Plumbing, Fire Protection (MEPF) design will be provided by JLC Consulting Engineers, Altamonte Springs. Donnelly Architecture will coordinate the work of the electrical, mechanical, plumbing, and fire protection engineering plans and details.

Construction Period Services: Donnelly Architecture will provide monthly site visits (If requested), shop drawing review, substantial completion inspection, and final completion inspection. Donnelly Architecture will provide architectural record drawings. Items that have not been included in the scope of services but can be provided as an additional service are:

- Structural, architectural, or MEPF analysis or assessment of existing structures and/or systems.
- Furniture design, selections, and/ or purchasing.
- Kitchen and/ or equipment design.
- Appearance before local zoning board(s) or preparation of documents for rezoning.
- Building automation, security, or audio/ video system design and engineering.
- Building sign design.
- Septic system and/or well design and engineering.
- Civil engineering, landscape design and site design.
- Lot survey and soil testing.
- Permitting and construction will be by Contractor.
- Approval from property owners' associations.
- Preparation of construction cost estimate, as-built drawings and re-designs to meet construction budgets.
- It is understood and agreed that if Architect's Basic Services or Additional Services under this Agreement does not include construction administration, or any Construction Phase or Post Construction Phase services, and that such services will be provided by Owner or Client or both, then Architect has no responsibility for interpretation of the Contract Documents or for Construction Observation or review and Client assumes responsibility for any claims against Architect to the extent they are connected thereto. In such a case, Architect's Basic Services will be considered to be completed upon completion of the Construction Documents Phase.



TEL (352) 672-6867
FAX (352) 692-5930

210 SW 4th Avenue
Gainesville, FL 32601
www.locklearconsulting.com

PROPOSED FEE

The scope of services described herein will be provided for a lump sum fee of \$35,000.

PROPOSED SCHEDULE

The scope of services described herein will be completed within 90 days from receipt of the Notice to Proceed.

Please feel free to contact me at (352) 682-0781 if you have any questions or concerns regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "John Locklear", is written over a light blue horizontal line.

John Locklear, P.G.
President
Locklear & Associates, Inc.

BAKER COUNTY
CAMP HOSTS AGREEMENT

AGREEMENT made between Shanna Alred, hereinafter referred to as the "Camp Hosts" and Baker County, State of Florida, hereinafter referred to as the "County".

RECITALS: Camp Hosts are willing to enter into this Agreement with the County, and County is willing to retain the Personal Services of Camp Hosts, on the terms, covenants, and conditions set forth hereinafter.

SECTION ONE - AGREEMENT. The County hereby retains the Personal Services of Shanna Alred to serve as Camp Hosts of St. Mary's Shoals Park located at 9316 Odis Yarborough Road, Glen St. Mary, Florida. The duties of Camp Hosts are detailed in EXHIBIT A.

SECTION TWO - TERM OF AGREEMENT. The term of this agreement shall be a period of six (6) months beginning March 1, 2023 and ending September 1, 2023, subject to prior termination as hereinafter provided. This agreement is renewable by mutual agreement of both parties. Camp Hosts shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement.

SECTION THREE - COMPENSATION TO CAMP HOSTS. County shall provide for Camp Hosts, and Camp Hosts shall accept from the County, in full payment for Camp Hosts' services the following: see EXHIBIT B.

SECTION FOUR - CAMP HOST BENEFITS. It is understood and agreed by both County and Camp Hosts that the Camp Hosts are independent contractors with respect to the County and are not employees of the County and shall receive none of the benefits available to Baker County employees including but not limited to: vacation time, sick leave, personal holiday, medical insurance, dental insurance, vision insurance, etc. It is further agreed by the County to carry industrial insurance coverage on the Camp Hosts.

SECTION FIVE - CAMP HOSTS' INABILITY TO CONTRACT FOR THE COUNTY. Notwithstanding anything herein contained to the contrary, Camp Hosts shall not have the right to make any contracts or commitments for or on behalf of the County without first obtaining the written consent of the County.

SECTION SIX - AGREEMENTS OUTSIDE OF CONTRACT. This contract contains the complete agreement concerning the personal services agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

SECTION SEVEN - MODIFICATION OF CONTRACT. No waiver or modification of this Agreement or of any covenant condition or limitation herein contained shall be valid unless in writing and duly executed by each party.

SECTION EIGHT- TERMINATION. This agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other. In the event of any violation by the Camp Hosts of any of the terms of this contract, County thereon may terminate this Camp Host Agreement with notice and with compensation only to the date of such termination. Upon written notice from the County to the Camp Hosts that the County intends to terminate this Agreement based upon the Camp Hosts' breach of this Agreement the Camp Hosts shall have seven (7) days to cure or remedy the alleged breach to the satisfaction of the County's Parks and Recreation Department or that Department's designated representative. In the event of a severe breach of this Agreement as determined by the Department's designated representative, the County may prohibit the Camp Hosts from carrying out the day-to-day duties of the Camp Hosts described in this Agreement at any time deemed necessary by the County.

SECTION NINE - PHYSICAL DEMANDS. The physical demands described herein are representative of those that must be met by the Camp Hosts to successfully perform the essential functions of the Camp Host position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the Camp Hosts' duties, the Camp Hosts are exposed to outside weather conditions. The Camp Hosts' duties require sufficient physical ability and mobility to perform heavy and light labor, occasionally lifting and/or moving objects up to 35 pounds. Tasks regularly include walking, standing, stooping, reaching, lifting, and repetitive motion. A good sense of smell, normal range of vision and hearing are required. Common eye, hand and finger dexterity is required for most essential functions.

SECTION TEN - SEVERABILITY. All agreements and covenants contained herein are severable, and in the event

of any of them with exception of those contained in Sections One and Three hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION ELEVEN - CHOICE OF LAW. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Florida and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action of special proceeding may be instituted. Venue for any civil lawsuit arising from this lawsuit shall be the Circuit Court of Baker County.

SECTION TWELVE - DUTIES OF THE CAMP HOSTS. It is understood by both the County and the Camp Hosts that the Camp Hosts agree to complete the duties listed in Exhibit A in a conscientious and workmanlike manner.

SECTION THIRTEEN - SAFETY POLICY. It shall be a condition of this Agreement that the Camp Hosts shall follow applicable safety practices and use appropriate personal protective equipment as set forth in the Baker County Safety Policy. The Camp Hosts shall be provided with not less than two (2) hours of training with respect to the County's Safety Policy.

SECTION FOURTEEN - INDEMNIFICATION AND HOLD HARMLESS. Camp Hosts agree and covenant to indemnify, defend, and save harmless the County and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the County, against and from any loss, damage, cost, charge, expense, liability claims, demand or judgment of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the Camp Hosts. In case of suit or cause of action shall be brought against the County on the account any act, action, neglect, omission, or default on the part of the Camp Hosts, the Camp Hosts hereby agree and covenant to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the County. In the event the County is required to institute legal action and or participate in legal action to enforce this indemnification and hold harmless clause, the Camp Hosts agree to immediately notify Baker County in writing of any claim or suit against the County to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

SECTION FIFTEEN - INSURANCE. Camp Hosts shall carry and shall provide proof of insurance with the following limits for the duration of this Agreement:

1. General liability insurance with not less than the following limits of coverage: \$500,000 combined single limit occurrence of bodily injury and property damage. This liability insurance policy shall have a forty-five (45) day cancellation notice in the event of termination or material modification of coverage.
2. Automobile liability insurance in the following amounts for their personal vehicles Third party liability:
Not less than \$100,000/\$300,000
Property damage: Not less than \$50,000
Personal injury protection: Not less than the statutory minimum Uninsured/underinsured: Not less than is obtained by the Camp Hosts
for third party liability
3. The Camp Hosts will obtain and maintain A) motor home insurance (actual cash value) and B) "Homeowner's" or "Renter's" insurance against loss or liability with respect to their mobile residences.
4. Said insurance policies will be primary to any insurance or self-insurance held by the County.

Proof of insurance shall be in the form of a certificate of insurance naming the County as 'additional insured'. County shall be informed 45 days in advance of any change in insurance, policy limits, or carriers.

SECTION SIXTEEN - PERSONNEL POLICY. It shall be a condition of this Agreement that the Camp Hosts comply with the personnel policies of the Baker County Personnel Administration Manual including, but not limited to, the following:

- i. Appendix B - Code of Ethics Policies and Procedures;
- ii. Appendix C - Rules of Conduct Policies and Procedures;
- iii. Appendix E - Alcohol and Drug Free Workplace Policies and Procedures;
- iv. Appendix F - Anti-Harassment Policy Policies and Procedures; and
- v. Appendix G - Violence in the Workplace Policies and Procedures

SECTION SEVENTEEN - PERSONAL PROPERTY. All personal property belonging to the Camp Hosts shall be removed by the Camp Hosts by the end of the term of this agreement.

SECTION EIGHTEEN - NONDISCRIMINATION. The Camp Hosts will not discriminate against any person in performance of the Camp Hosts' obligations under this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

SECTION NINETEEN - BACKGROUND CHECK. Prior to beginning the duties of this agreement, the Camp Hosts shall be required to complete and pass a Florida State Patrol criminal background check.

IN WITNESS WHEREOF, the parties have executed this agreement at Macclenny, Baker County, Florida on this, the 21st day of February 2023.

BAKER COUNTY
BOARD OF COUNTY COMMISSIONERS

Cathy Rhoden, Chair

Camp Hosts Signature Date

EXHIBIT A
Baker County
Camp Host Agreement for Shoals Park

Duties of the Camp Hosts (occupying one camper)The Camp Hosts shall:

1. Serve as vital team members within Baker County Parks and Recreation. Accept and agree to the general management of the Parks and Recreation Director or designated representative of that agency, and comply with stated duties of this Agreement, and other duties as assigned to them from time to time. Communicate regularly with supervisor: provide Monday morning update and send weekly work and hours report.
2. Both Camp Hosts should be on-duty, and available to work at the park periodically throughout the day, five days per week. Both Camp Hosts are expected to be off-duty two weekdays, either Tuesday, Wednesday, or Thursday, (consecutive or intermittent), during which they will not complete any Camp Host service, including monitoring or supervision. The schedule of five days on, two days off will be determined in coordination with supervisor a minimum of 30 days in advance. Short-term coming and going throughout on-duty days is expected and beneficial.
3. The Camp Hosts may propose an annual schedule of up to 10 off-duty days each year within 30 days of the initiation of the agreement. The Parks and Recreation Manager has the authority to approve, deny, or modify the proposal based on the needs of the park, and the availability of staff. Off-duty time will occur in blocks of a maximum of one week in any given calendar month, not in July or August, or holidays.
4. Supervise, provide customer service, and monitor St. Mary's Shoals Park in coordination with supervisor, on a self-directed basis. Monitoring includes watching over the park and addressing maintenance issues as they arise. Customer service includes establishing positive relationships with park users, providing information, assisting with issues as they arise, and making park users feel welcome, respected, and appreciated. Supervision includes interacting with and educating park patrons, accessing the payment drop box/kiosks, checking for payment, and providing one reminder for payment.
5. Conduct "Park Patrol" at the end of the opening hours; clean picnic tables, stock toilet, check toilet (sweep, pick up garbage and wipe surfaces if necessary), check park for trash or branches, stock payment envelopes, and other minor maintenance. Park Patrol occurs on a self-directed basis in coordination with supervisor.
6. Provide various maintenance services for 2 hours per week on a scheduled basis. Maintenance services could include, but are not limited to weeding, mulching, pruning, pressure washing, string trimming, surfacing, hedge trimming, mowing, repairing fencing, cleaning, painting, and minor building maintenance and repair.

EXHIBIT B
Baker County
Camp Host Agreement for St. Mary's Shoals Park

Compensation to the Camp Hosts

As part of the agreement as Camp Hosts of St. Mary's Shoals Park County Park, County shall provide for the Camp Hosts, and the Camp Hosts shall accept from the County, in full payment for Camp Hosts' services the following:

- I . The designated Camp Hosts' campsite on which to place and reside in their recreational vehicle. Includes electric, water, and sewer. No other individual is allowed to live with the Camp Hosts other than names provided in contract.

Camp Host Signature(s)

Signature Date

Printed Name

Signature Date

Printed Name

Baker County Board of County Commissioners

Cathy Rhoden, Chairman

Stacie D. Harvey, Clerk

RESOLUTION 2023 –02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF OPPORTUNITY (RAO) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THE CONTINUATION OF ALL REGIONAL RURAL DEVELOPMENT GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDO) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 15, 2023.

WHEREAS, in 2003 Governor Jeb Bush, by executive order, identified fourteen counties (Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union) as one of the three Rural Areas of Opportunity (RAO), and that this designation was renewed in 2008; and again in 2013; and again in 2018; and

WHEREAS, the North Florida Economic Development Partnership (NFEDP) was created as the regional organization to work in cooperation with the 14 counties to promote and improve economic development throughout the North Central Florida region; and

WHEREAS, various counties and municipalities in the NFEDP's region request that Governor Ron DeSantis renew this designation as a Rural Area of Opportunity; and

WHEREAS, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities with the 14 counties, all Local Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central Florida RAO by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

WHEREAS, notwithstanding the progress that has been made since 2018, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

NOW, THEREFORE, BE IT RESOLVED, that the Baker County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Opportunity (RAO) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties; and
2. The continuation of all Regional Rural Development Grant funding be continued and expanded for the North Central Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through the Florida Department of Economic Opportunity, Enterprise Florida, Inc., and/or other designated agencies.

DULY ADOPTED this 21st day February, 2023.

BAKER COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Stacie D. Harvey, Clerk of Court

By: _____
Cathy Rhoden, Chair

INDUCEMENT AND DEVELOPMENT AGREEMENT

THIS INDUCEMENT AND DEVELOPMENT AGREEMENT (this “Agreement”) is made as of the [_____] day of [_____] 2023, by and among Baker County, Florida, a political subdivision of the State of Florida (“Baker County”), the Baker County Development Commission, an independent special district and public corporation of the State of Florida, within the statutory boundaries of Baker County, FL (“Development Commission”), and Plant Agricultural Systems LLC, a Delaware limited liability company (“PLANT-AS”), collectively with its affiliates, subsidiaries, and designees, including, but not limited to, PLANT-4TMRW-FOOD INC, a Delaware nonprofit corporation (collectively, the “Company”).

WHEREAS, Baker County and the Development Commission are desirous of the Company building a “Controlled Environment Agriculture Distributed Network Production Site” on approximately 772 acres of land located within the Woodstock Industrial Site in Baker County, Florida, which land is more fully described and identified by its legal description set forth in Exhibit A attached hereto and hereby incorporated into and made a part of this Agreement (as further defined in Section I below, the “Land”); and,

WHEREAS, the Company agrees to make a significant capital investment in the improvements, including the buildings and equipment, associated with the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land and to create high wage jobs in Baker County in connection with the operation of such site; and,

WHEREAS, in order to effect the transactions contemplated herein, the Development Commission has entered into, or is simultaneously herewith entering into, an agreement with the necessary party or parties to acquire fee simple title in and to the Land with such Land and title not encumbered by any monetary lien (such agreement, the “Property Agreement”), and whereas the only conditions to closing and conveyance of the Land to the Development Commission contained in the Property Agreement are (i) standard contractual and real-estate-related conditions related to title insurance and title, accuracy of representations made therein, absence of default, compliance with the covenants contained therein, and the effectiveness of this Agreement, and (ii) the satisfaction of the same conditions to closing that are set forth in paragraphs A, B, and C of the Closing Conditions (as defined below) set forth in this Agreement, so that, immediately upon the satisfaction of paragraphs A, B, and C of the Closing Conditions set forth in this Agreement, the Development Commission shall acquire fee simple title in and to the Land with such Land and title not encumbered by any monetary lien; and,

WHEREAS, the Development Commission desires to, and therefore shall, immediately upon satisfaction of the Closing Conditions (and simultaneously upon its acquisition of the Land), convey to the Company the quality of title to the Land which it received, which shall be fee simple title in and to the Land with such Land and title not encumbered by any monetary lien; and,

WHEREAS, the Company, upon receipt of title to the Land, desires to utilize the Land in order to build and operate a Controlled Environment Agriculture Distributed Network Production

Site and take any and all actions necessary in connection therewith, including, without limitation, incurring debt obligations collateralized by the Land; and,

WHEREAS, acquiring the Franchise Certificated Service Area, as described below, for the potable water supply and associated wastewater for the Land is beneficial to the Company, allowing it to control a critical component of its Controlled Environment Agriculture Distributed Network Production Site; and,

WHEREAS, Baker County desires to support the construction and operation of the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land through additional measures and the transfer of the Franchise Certificated Service Area; and,

WHEREAS, Baker County and the Development Commission are each authorized to enter into this Agreement with the Company in accordance with the laws of the State of Florida;

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

I. CONVEYANCE OF LAND

Contingent only upon satisfaction of the Closing Conditions as provided below and simultaneously upon its acquisition of the Land, the Development Commission shall convey to the Company, and the Company shall accept from the Development Commission, fee simple title in and to the Land in the same form as received by the Development Commission, including the Harvesting Easement and the Access Easement, as defined in the Property Agreement, and the matters set forth in the Title Commitment, attached hereto as Exhibit B, with such Land and title not encumbered by any monetary lien, together with all of the Development Commission's right, title, and interest, if any, in and to (i) all improvements of every nature whatsoever located in or on, or attached to, the Land; (ii) all of the Development Commission's right, title, and interest with respect to the Land and all development rights, approvals and permits relating solely to the Land held by the Development Commission, to the extent assignable, and without the payment of any fee by the Development Commission, and (iii) all recorded easements, rights of way, gores of land, streets, ways, alleys, passages, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating, or appertaining to the Land (collectively, the "Land"), without cost to the Company and solely in consideration for the Company entering into this Agreement and the terms and conditions contained herein, the receipt, adequacy, and sufficiency of which consideration is hereby acknowledged by the Development Commission and Baker County (such transactions, collectively, the "Conveyance"). It is anticipated that the Closing Conditions will be satisfied on or prior to [____], or within 90 days thereafter. The closing of the transactions contemplated hereby ("Closing") shall be conducted through escrow at the offices of Smith Hulsey & Busey ("Escrow Agent") as of a date agreed upon by the parties hereto and no later than September 15, 2023, simultaneously with the closing under the Property Agreement, pursuant to a mutually acceptable escrow agreement ("Escrow Agreement"). All original deliverables shall be deposited with Escrow Agent on or before 2:00 p.m. (Eastern Time) on the day prior to Closing. The parties

will enter into additional closing related agreements, instruments, and documents to effect the transactions contemplated herein and memorialize certain additional terms and conditions related to the Conveyance, including, without limitation, an Escrow Agreement that will set forth terms and conditions related to the timing of certain transactions related thereto. Notwithstanding the foregoing, the Conveyance will automatically be deemed effected and final and the Development Commission will deliver to the Company and the Company will accept and have fee simple title to the Land with such Land and title not encumbered by any monetary lien along with a deed memorializing the foregoing, and any contingencies for the Conveyance shall be satisfied in full, upon satisfaction of the Closing Conditions. For the sake of clarity, no further action by any of the parties to this Agreement need be taken in order for the Conveyance to be deemed effective for all purposes from and after the satisfaction of the Closing Conditions.

The "Closing Conditions" shall be the following:

A. The completion of the diligence process by Baker County, which condition the parties acknowledge, as of the date of this Agreement, has been completed and this condition is thereby satisfied; and

B. Executed agreements entered into by each of the general contractor, design-builder, and civil engineer that will collectively be materially responsible for coordinating construction of improvements for the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land, which condition shall be deemed satisfied when the Company provides notice to Baker County and the Development Commission that this condition is satisfied pursuant to this Agreement; and

C. PLANT-AS or its wholly owned subsidiary has executed a bond purchase agreement, underwriting agreement, or commitment letter from one or more of its lenders with respect to development and construction of the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land, which condition shall be deemed satisfied when the Company provides notice to Baker County and the Development Commission that this condition is satisfied pursuant to this Agreement; and

D. The Development Commission's acquisition of fee simple title in and to the Land with such Land and title not encumbered by any monetary lien.

II. INFRASTRUCTURE

Baker County will make the completed access road from US Highway 90 to the Land available to the Company upon the effectiveness of the Conveyance. The Company will have the right to provide the official name of such access road.

Baker County hereby approves of the purchase by, and the transfer to, the Company of a certain portion of the Franchise Certificated Service Area which was granted to Woodstock Utilities, LLC ("Woodstock") pursuant to Baker County Resolution 2008-12 awarding Franchise Certificates No. 01-W and 01-WW to Woodstock, as determined by the Company and Woodstock, as such portion of the Franchise Certificated Service Area overlies and/or supports the Land and

related areas which will allow the Company to control its potable water and wastewater for the Controlled Environment Agriculture Distributed Network Production Site.

III. PLAN REVIEWS, PERMITTING, AND FEES

A. Reviews: Baker County agrees to waive local permit fees and any other fees to the extent it is within its control and to designate a single local contact to coordinate applications and implementation of all local incentives related to the Land and all development, construction, and other activities related thereto and/or as contemplated herein. To the extent any local, permitting, application, incentive, and/or other processes relating to the transactions and the construction and operation of the facilities as contemplated herein are within Baker County's control, Baker County will assist with and expedite all such processes for the benefit of the Company, including, without limitation, the following (to the extent within Baker County's ability and/or control): (i) St. Johns River Water Management District Environmental Resource Permit (ERP) (stormwater quality and quantity), (ii) St. Johns River Water Management District ERP Modification (wetland impacts and mitigation), (iii) St. Johns River Water Management District Consumptive Use Permit (groundwater withdrawals for process water supply), (iv) Army Corps of Engineers Wetland Permit Modification (wetland impacts and mitigation), (v) Florida Department of Environmental Regulation (FDEP) water distribution/transmission permit, (vi) Florida Department of Environmental Regulation (FDEP) sewer collection and transmission permit, (vii) Woodstock Utility – water, sewer, and reuse service agreement and construction plan approvals, (viii) FDOT Utility Permits (U.S. 90), (ix) Rail USA Utility Crossing Permits, (x) Site Plan and Landscape Plan Approvals, (xi) Civil Site Work Plan Approvals (water, sewer, drainage, reuse, grading, and paving plans), (xii) Building Permit Approvals (multiple disciplines), (xiii) applicable business operations permits, and (xiv) any other relevant or applicable permits. The Company agrees to use a private inspector related to construction of the facility and Baker County agrees to work with such private inspector to the extent Baker County requires an inspector. The Baker County point of contact shall assist in tracking submittal dates, approval dates, and implementation dates.

B. Zoning: Baker County represents, warrants, and acknowledges that the Land is zoned as industrial and already has the appropriate land use classification to allow the operation of a commercial greenhouse facility thereupon and to otherwise operate as contemplated by the Company.

IV. RECAPTURING ENHANCED VALUE GRANT

In May 2003, Baker County established the Recapture Enhanced Value Grant (the “REV Grant”) to attract businesses interested in creating high wage jobs and making significant capital investments in manufacturing and distribution facilities in Baker County, Florida. Through the REV Grant program, Baker County agrees to reimburse the Company a dollar amount equal to 75% of Baker County's portion of ad valorem real estate and tangible personal property taxes paid for each of the first 10 years of the operations of the facilities located on the Controlled Environment Agriculture Distributed Network Production Site (such reimbursement, a “REV Grant Reimbursement”) in which the Company qualifies for and receives the full REV Grant Reimbursement in accordance with the terms of this Agreement.

Each year after the Company has paid its ad valorem and tangible personal property taxes, the Company will invoice Baker County (including through its designated agent) for the REV Grant Reimbursement. The Company must include its tax receipt with the invoice and a copy of its most recent federal or state employer's quarterly report or other verification of number of employees and wage scale. Baker County will have 30 days following receipt of the Company's invoice to pay the REV Grant Reimbursement.

The Company will not seek and will not accept an exemption to ad valorem real estate and tangible personal property taxes to be paid to Baker County based on an agricultural classification pursuant to the Florida Greenbelt Law for purposes of calculation of such taxes. Furthermore, the Company agrees that, if the owner of any part of the Land is a non-profit corporation, such non-profit corporation shall not seek or accept any exemption for ad valorem or tangible personal property taxes to be paid to Baker County on the basis of its status as a non-profit corporation or on any other basis. However, for the sake of clarity, the REV Grant Reimbursement itself is not considered such an exemption, and a non-profit corporation which owns or operates any portion of the Land would, if qualified, be eligible to receive a REV Grant Reimbursement as contemplated herein with respect to its improvements and operations. The above stated prohibitions against seeking to obtain, or accepting, (i) an exemption to ad valorem real estate and tangible personal property taxes to be paid to Baker County based upon an agricultural classification pursuant to the Florida Greenbelt Law or any other basis and (ii) any exemption for ad valorem or tangible personal property taxes to be paid to Baker County on the basis of its status as a non-profit corporation or on any other basis, shall run with the title to the Land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns and their successors in interest to the Land.

V. WORKFORCE DEVELOPMENT

Baker County will support and work with CareerSource Northeast Florida with respect to workforce development with the Company. CareerSource will also assist with recruiting and screening of new employees. Baker County will use commercially reasonable efforts to connect the Company with other agencies and organizations that may support the Company's workforce development.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Baker County hereby represents, warrants, and covenants to the Company that (a) Baker County is a political subdivision of the State of Florida validly existing under the laws of the State of Florida, (b) each of the execution, delivery, and performance (including, without limitation, effecting the Conveyance, providing the REV Grant, the REV Grant Reimbursements and other benefits set forth herein) by Baker County of this Agreement is within the authority of Baker County, has been authorized by all necessary proceedings and actions, and does not and will not contravene, violate, or breach any provision of law (including, without limitation, any rule, ordinance, or regulation) or agreement to which it is a party, (c) upon execution and delivery by Baker County and the other parties hereto, this Agreement will be the valid and binding obligation of Baker County, enforceable against Baker County in accordance with its terms, (d) the persons signing this Agreement on behalf of Baker County have been duly authorized to do so, (e) to the

knowledge of the County Manager, Baker County has received no written notice of, and is not aware of, any pending or threatened, litigation, condemnation, or other legal proceeding affecting the Land or any portion thereof or rights therein or thereto, (f) to the knowledge of the County Manager, Baker County has not received any written notice of, and is not otherwise aware of any plan for there to be, any special assessments or impact fees for public improvements against or impacting the Land, whether pending or threatened, including, without limitation, those for construction of sewer and water lines or mains, streetlights, streets, sidewalks, and curbs, (g) to the knowledge of the County Manager, Baker County has not received any written notice regarding, and is not otherwise aware of, any zoning violations with respect to the Land, (h) upon the Conveyance being effected pursuant to this Agreement and thereafter, Baker County will not have any claim or recourse on, for, or against the Land or title to the Land or that can have any effect on the Land (other than enforcement of the covenant against residential development on the Land as specifically set forth herein), title to the Land, or the Conveyance, (i) neither the Company nor the Land nor title to the Land will be subject to any lien, encumbrance, claim or recourse in connection with, arising out of, or as a result of any agreements, arrangements, understandings, or other actions or inactions of or involving Baker County, (j) no agreement, understanding, arrangement, provision, law, rule, ordinance, or regulation to which it is a party or which is applicable or relates to Baker County, will prevent, restrict, impede, inhibit, impair, or delay the transactions contemplated herein from being effected as set forth herein, and (k) the Conveyance and use of the Land by the Company as contemplated herein are consistent with Baker County's comprehensive plan and land development regulations. The representations and warranties contained herein shall survive the consummation of the Conveyance and shall not merge therein.

The Development Commission hereby represents, warrants, and covenants to the Company that (a) the Development Commission is an independent special district and public corporation of the State of Florida, within the statutory boundaries of Baker County, Florida, validly existing under the laws of the State of Florida, (b) each of the execution, delivery, and performance (including, without limitation, effecting the Conveyance) by the Development Commission of this Agreement is within the authority of Development Commission, has been authorized by all necessary proceedings and actions, and does not and will not contravene, violate, or breach any provision of law (including, without limitation, any rule, ordinance, or regulation) or agreement to which it is a party, (c) upon execution and delivery by the Development Commission and the other parties hereto, this Agreement will be the valid and binding obligation of the Development Commission, enforceable against the Development Commission in accordance with its terms, (d) the persons signing this Agreement on behalf of Development Commission have been duly authorized to do so, (e) to the knowledge of the Executive Director of the Development Commission, the Development Commission has received no written notice of, and is not aware of, any pending or threatened, litigation, condemnation, or other legal proceeding affecting the Land or any portion thereof or rights therein or thereto, (f) to the knowledge of the Executive Director of the Development Commission, the Development Commission has not received any written notice of, and is not otherwise aware of any plan for there to be, any special assessments or impact fees for public improvements against or impacting the Land, whether pending or threatened, including, without limitation, those for construction of sewer and water lines or mains, streetlights, streets, sidewalks, and curbs, (g) to the knowledge of the Executive Director of the Development Commission, Development Commission has not received any written notice regarding, and is not

otherwise aware of, any zoning violations with respect to the Land, (h) the Development Commission has taken all required steps to enter into the Property Agreement and to acquire and obtain fee simple title in and to the Land with such Land and title not encumbered by any monetary lien, with such agreement containing as its conditions to closing only (x) standard contractual and real-estate-related conditions related to title insurance and title, accuracy of representations made therein, absence of default, compliance with the covenants contained therein, and the effectiveness of this Agreement, and (y) the satisfaction of those same conditions to closing that are set forth in paragraphs A, B, and C of the Closing Conditions set forth in this Agreement, so that, immediately upon the satisfaction of paragraphs A, B, and C of the Closing Conditions set forth in this Agreement, the Development Commission will acquire fee simple title in and to, and all rights in and to, the Land, as contemplated herein, with such Land and title not encumbered by any monetary lien, but subject to the Harvesting Easement and the Access Easement and the matters set forth in the Title Commitment, (i) upon the Conveyance being effected pursuant to this Agreement and thereafter, the Development Commission will not have any claim or recourse on, for, or against the Land or title to the Land or that can have any effect on the Land, title to the Land, or the Conveyance, (j) neither the Company nor the Land nor title to the Land will be subject to any lien, encumbrance, claim or recourse in connection with, arising out of, or as a result of any agreements, arrangements, understandings, or other actions or inactions of or involving the Development Commission, but subject to the Harvesting Easement and the Access Easement and the matters set forth in the Title Commitment, and (k) no agreement, understanding, arrangement, provision, law, rule, ordinance, or regulation to which it is a party or which is applicable or relates to the Development Commission, will prevent, restrict, impede, inhibit, impair, or delay the transactions contemplated herein from being effected as set forth herein. The representations and warranties contained herein shall survive the consummation of the Conveyance and shall not merge therein.

The Company hereby represents, warrants, and covenants to Baker County and the Development Commission that (a) it has taken all required steps to enter into this Agreement, (b) the execution, delivery, and performance by the Company of this Agreement is within the authority of the Company and has been authorized by the Company and does not and will not contravene, violate, or breach any provision of law (including, without limitation, any rule, ordinance, or regulation) or agreement to which it is a party, (c) upon execution and delivery by the Company and the other parties hereto, this Agreement will be the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, (d) the person signing this agreement on behalf of the Company has been duly authorized to do so, and (e) no agreement, understanding, or arrangement to which it is a party will prevent the transactions contemplated herein from being effected as set forth herein. The representations and warranties contained herein and the indemnity set forth in the following sentence shall survive the consummation of the Conveyance and shall not merge therein. The Company will indemnify Baker County and the Development Commission for any breach or inaccuracy of the Company's representations and warranties contained in this Agreement.

VII. OPERATIONS & EMPLOYMENT

The local incentives addressed in this Agreement are provided to the Company in exchange for the Company making commercially reasonable efforts to (a) invest in the improvements made to and on the Land, including the building and equipping of the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land, so that the assessed value of the Land and improvements made to and on the Land is cumulatively, in the aggregate, a minimum of (i) \$146.9M by the date of commencement of production of the product that will be made commercially available for sale derived from the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land following the completion of development and construction of such site on the Land so that it is able to be commercially operational for production of its product, which commencement of such production shall be no later than 26 months following the Conveyance (such date of commencement, the “Commencement Date,” with respect to the period of time that begins as of the date of this Agreement (or prior thereto to the extent any investment was made prior to the date of this Agreement) and ends on the Commencement Date, “Period 0,” with respect to the successive period of 12 months immediately following the Commencement Date, “Year 1,” with respect to the period of 12 months that begins 36 months following the end of Year 1, “Year 5,” with respect to the period of 12 months that begins 48 months following the end of Year 5, “Year 10,” with each of Period 0, Year 1, and each successive period of 12 months following the end of Year 1 (including, without limitation, each of Year 5 and Year 10), being a “Year”), (ii) \$465.4M by the end of Year 5, and (iii) \$398.7M by the end of Year 10 (each such annual minimum assessed value threshold relating to the cumulative aggregate assessed value of the Land and the improvements to be made by such point in time, an “Assessed Value Threshold,” with the Assessed Value Threshold that applies for the end of each Year being the Assessed Value Threshold set forth for the most recent Year for which an Assessed Value Threshold is provided herein), and (b) employ the following minimum number of employees in each of the following Years: (i) 25 employees at the beginning of Year 1, (ii) 457 employees by the end of Year 5, and (iii) 697 employees by the end of Year 10 (each such annual minimum number of employees, an “Employee Threshold,” with the Employee Threshold that applies for the end of each Year being the Employee Threshold set forth for the most recent Year for which an Employee Threshold is provided herein). Without limitation of the foregoing, for the purpose of clarity and convenience only, an illustrative chart is included below for each of the Assessed Value Threshold and the Employee Threshold, respectively, with the chart illustrating the Assessed Value Threshold also including anticipated aggregate capital expenditures to be made from which the respective assessed values have been derived. The average consideration provided to employees of the Company will be at least 115% (the “Wage Threshold,” and along with the Assessed Value Threshold and the Employee Threshold, the “Thresholds,” each being a “Threshold”) of the 2022 Baker County, Florida, average wage, as such average wage is determined by Enterprise Florida. The calculation of such consideration for the Company’s employees shall include the sum of all salaries, compensation, value, and benefits provided or made available to such employees. The Company commits to such consideration for entry-level employees being at least \$21.00 per hour. Additionally, the Company agrees to make best efforts to, or to request that its contractors make commercially reasonable efforts to, hire locally based individuals with a goal of having at least 25% of those hired in the construction and operations of the facilities be Baker County, Florida, residents. To the extent the Company does not meet any of the Thresholds as may be set forth with respect to any given

completed Year, Baker County will not be obligated to provide to the Company the REV Grant Reimbursement for the calendar year that ends on the same day as the end of such Year, or, if no calendar year ends on the same day as such Year, for the calendar year which has an end that most immediately follows the end of such Year.

With respect to certain additional matters relating to the operations of the Company:

A. The only products that will be produced in the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land will be consumable fruits and vegetables.

B. The Company will not construct residential properties on the Land.

C. The Company will, based on demand, provide:

(i) transportation in the form of a shuttle service for employees of the Company located in Baker County with set pick-up and drop-off times and locations, and

(ii) on-site childcare for its employees.

D. The Company will use E-Verify to confirm that its employees working at the Controlled Environment Agriculture Distributed Network Production Site to be located on the Land are eligible to work in the United States.

Illustrations:

Illustration of the Assessed Value Threshold:

Period / Year	Aggregate Capital Expenditure	Assessed Value Threshold*
By End of Period 0	\$145.7M	\$146.9M
By End of Year 5	\$585.7M	\$465.4M
By End of Year 10	\$743.0M	\$398.7M

*Note that the assessed value decreases over time as a result of tangible personal property values decreasing based on depreciation and usable life.

The above chart is subject to the terms set forth above. Furthermore, the respective aggregate capital expenditures set forth in the chart above are provided for reference purposes only.

Illustration of the Employee Threshold:

Period / Year	Employee Threshold
At Start of Year 1	25
By End of Year 5	457
By End of Year 10	697

The above chart is subject to the terms set forth above.

VIII. REMEDIES

The sole remedy for Baker County and the Development Commission under or pursuant to this Agreement shall be solely with respect to, and in the event of the Company's failure to meet, any Threshold set forth with respect to any given Year, and such sole remedy shall be Baker County's option to withhold all or a portion of the REV Grant Reimbursement from the Company for such Year in accordance with this Agreement; provided, however, Baker County may also pursue non-monetary remedies against the Company to directly enforce the restriction against (a) building residential properties on the Land, (b) seeking or accepting an exemption to ad valorem real estate and tangible personal property taxes to be paid to Baker County pursuant to the Florida Greenbelt Law, and (c) any nonprofit corporation that owns and operates any part of the Land seeking or accepting an exemption, based on its nonprofit status, from payment to Baker County of ad valorem real estate and tangible personal property taxes to the extent such corporation would otherwise be required by law to pay such taxes.

Notwithstanding anything set forth or deemed to the contrary in this Agreement or otherwise, Baker County and the Development Commission acknowledge and agree that any and all remedies and claims which either may pursue under this Agreement or otherwise pursuant to law (other than the non-monetary remedies described in (a), (b), and (c) set forth in the preceding paragraph), shall be and remain subordinate to debt in connection with which the Company is or will be obligated, including in connection with the Land and which otherwise attaches to the Land, including, without limitation, any secured bonds that utilize the Land as collateral or which cause the Land to be subject to a security interest, including any obligations that arise in connection therewith, and nothing may interfere with the rights and claims of such lenders or debt holders.

The Company may pursue all remedies available to it pursuant to law; provided, however, in no event shall Baker County or the Development Commission be liable for special, consequential, or punitive damages arising from its breach or default of this Agreement.

IX. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the laws of the State of Florida.

X. VENUE

Venue for any litigation, legal action or other proceeding brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach or default under any provision of this Agreement, shall lie solely in the courts of the State of Florida located in Baker County, Florida.

XI. NO RELATION

Company acknowledges and agrees that the Development Commission and Baker County are unrelated separate legal entities and neither shall be responsible for any obligation, commitment, undertaking or responsibility of the other under this Agreement or under the Property Agreement.

XII. NOTICES

Any notice hereunder shall be given in writing to the party for whom it is intended, in person or by certified mail return receipt requested or electronic mail at the following addresses or such future addresses as may be designated in writing:

If to the Company: Plant Agricultural Systems LLC
333 E. Las Olas Way, Suite CU1
Fort Lauderdale, Florida 33301-2363
Attn: Ira Perez, Esq.
Telephone: (____) _____ - _____
Email: ira.perez@plant-as.com; and
adam.litwin@plant-as.com

If to Baker County: Baker County Board of Commissioners
55 North Third Street
Macclenny, Florida 32063
Attn: Sara Little, County Manager
Telephone: (____) _____ - _____
Email: _____

With a copy to: Bradley, Garrison & Komando, P.A.
1279 Kingsley Avenue, Suite 118
Orange Park, Florida 32073
Attn: Rich Komando, Esq.
Telephone: (904) 269-1111
Email: Rich@claylawyers.com

If to the Development Commission: Baker County Development Commission
20 E. Macclenny Avenue
Macclenny, Florida 32063
Attn: Darryl Register, Executive Director
Telephone: (904)259-6433

Email: dregister@bakerchamberfl.com

With a copy to:

Gunster Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, Florida 32202
Attn: Frank E. Miller, Esq.
Telephone: (904) 354-1980
Email: fmiller@Gunster.com

Notices shall be deemed received upon actual receipt or upon refusal of receipt, or in the case of electronic mail, upon affirmative confirmation of such receipt by reply email.

XIII. ASSIGNMENT AND SUCCESSION

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors, and assigns of the respective parties. For the sake of clarity, the obligations set forth for the Company in this Agreement may be satisfied via, and shall be deemed to be, the aggregate actions and activities of the Company's component entities, in the Company's discretion, and therefore, the rights and benefits provided to the Company pursuant to this Agreement shall inure to the benefit of and additionally be provided to, each of the Company's component entities. All rights hereunder may be assigned by Baker County, the Development Commission or the Company in whole or in part, upon prior mutual consent of each party. Such approval shall not be unreasonably withheld.

XIV. TIME OF ESSENCE

Time is of the essence in this Agreement.

XV. MODIFICATION; AGREEMENT EXPRESSED; FORCE MAJEURE

No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties. This Agreement, including the preamble, recitals, and Exhibits contained herein or attached hereto, which are hereby incorporated into and made a part of this Agreement, along with the additional agreements, instruments, and documents referenced herein to be executed by the parties in connection with the transactions contemplated herein, constitutes the entire agreement among the parties. None of the parties shall be bound by any term, conditions, statements, or representations, oral or written, not contained herein or in such aforementioned additional agreements, instruments, and documents. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same instrument. Counterparts may be delivered digitally or via electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If, as a result of acts or conditions beyond the Company's reasonable control, including, without limitation, by reason of any present or future law, regulation, order, or declaration, governmental act, act of God, weather-related events, earthquake, flood, fire, epidemic, pandemic, outbreak, accident, failure of

technical facilities, explosion, casualty, labor controversy, riot, civil commotion or disturbance, act of public enemy, war or armed conflict, act or threat of terror or terrorism, inability to obtain supplies on commercially reasonable terms and by commercially reasonable means, delays of transportation and/or commercial carriers, embargos, restraints of public authority, or by reason of any other cause or causes of any similar nature beyond the Company's reasonable control (each and all, an "Event of Force Majeure"), the Company is not reasonably able to, practically and commercially, perform its obligations, meet deadlines, or adhere to timelines contained in this Agreement, including, without limitation, meeting any Thresholds set forth in this Agreement or fully performing construction and operations of the facilities to be located on the Land, during any period of time, the Company shall have the right to extend any affected deadlines, timelines, or units of time contained in this Agreement up to an amount of time equal to such period of time during which an Event of Force Majeure thereby prevented performance under this Agreement and/or full construction and/or operations of the facilities to be located on the Land, without liability or consequence to the Company for failure to meet such obligations or Thresholds, and, without limitation, specifically with respect to Thresholds to be met under this Agreement, any affected Year shall thereby be extended by such period of time for the purposes of calculation and determination of the Company having met any such Thresholds.

XVI. SEVERABILITY

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable and limited only to the extent required to make such provision be deemed legal, valid, and enforceable.

XVII. FURTHER AGREEMENTS AND ASSURANCES

The parties agree to enter into, execute, file, and record any additional agreements, documents, and instruments that may be reasonably required by any of the parties in order to effect any of the transactions or intentions contemplated or contained herein. Without limitation of the foregoing, for the sake of clarity, Baker County and the Development Commission acknowledge that this Agreement and any such further agreements, documents, and/or instruments entered into, executed, and/or filed are and will be in support of financing as contemplated herein and Baker County and the Development Commission will each perform whatever actions are reasonably

necessary and provide whatever assurances, estoppels, and certifications that any such lenders and/or financiers may reasonably require.

XVIII. NO WAIVER OF SOVEREIGN IMMUNITY

The parties agree that nothing contained herein shall be construed or interpreted as waiver of sovereign immunity to the extent it is available to any party hereunder.

*The Remainder of this Page is Intentionally Left Blank.
Signature Page Follows.*

DRAFT

IN WITNESS WHEREOF, and as authorized respectively by the Development Commission, Baker County, and the Company, the parties have executed this Agreement to be effective as of the day and year first written above.

ATTEST:

BAKER COUNTY DEVELOPMENT COMMISSION

By: _____
Name: _____
Title: _____

ATTEST:

BAKER COUNTY, FLORIDA

By: BOARD OF COMMISSIONERS

By: _____
Name: _____
Title: **Chairman**

ATTEST:

PLANT AGRICULTURAL SYSTEMS LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Land

A PARCEL OF LAND LOCATED IN SECTIONS 08, 09, 16, & 17, TOWNSHIP 03 SOUTH, RANGE 20 EAST, BAKER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 17 AND BEING THE POINT OF BEGINNING; THENCE SOUTH 02°03'02" WEST, ALONG THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 4494.47 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COAST LINE RAILROAD (200 FOOT RIGHT-OF-WAY); THENCE, NORTH 68°21'21" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 4349.53 FEET TO THE WEST LINE OF THE DEDICATED RIGHT-OF-WAY OF WOODSTOCK BOULEVARD AS RECORDED IN INSTRUMENT #202000002021 OF THE PUBLIC RECORDS OF BAKER COUNTY, FLORIDA; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 22°53'58" WEST, ALONG SAID WEST LINE OF WOODSTOCK BOULEVARD, A DISTANCE OF 164.67 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 68°30'49" WEST, A DISTANCE OF 1968.08 FEET; THENCE CONTINUE SOUTH 68°30'49" WEST, A DISTANCE OF 81.51 FEET; THENCE SOUTH 86°55'12" WEST, A DISTANCE OF 19.81 FEET; THENCE NORTH 89°09'54" WEST, A DISTANCE OF 98.37 FEET; THENCE NORTH 84°34'59" WEST, A DISTANCE OF 51.33 FEET; THENCE NORTH 80°57'57" WEST, A DISTANCE OF 109.36 FEET; THENCE SOUTH 66°48'26" WEST, A DISTANCE OF 48.77 FEET; THENCE NORTH 78°12'03" WEST, A DISTANCE OF 78.76 FEET; THENCE NORTH 63°02'34" WEST, A DISTANCE OF 75.58 FEET; THENCE NORTH 52°19'02" WEST, A DISTANCE OF 118.57 FEET; THENCE NORTH 18°50'51" WEST, A DISTANCE OF 88.79 FEET; THENCE NORTH 02°25'17" WEST, A DISTANCE OF 86.46 FEET; THENCE NORTH 02°24'14" EAST, A DISTANCE OF 90.47 FEET; THENCE NORTH 08°42'13" WEST, A DISTANCE OF 60.91 FEET; THENCE NORTH 05°35'25" EAST, A DISTANCE OF 60.88 FEET; THENCE NORTH 56°15'09" EAST, A DISTANCE OF 61.63 FEET; THENCE NORTH 52°57'02" EAST, A DISTANCE OF 88.44 FEET; THENCE NORTH 22°39'45" EAST, A DISTANCE OF 89.85 FEET; THENCE NORTH 73°23'59" EAST, A DISTANCE OF 90.23 FEET; THENCE NORTH 61°24'54" EAST, A DISTANCE OF 67.79 FEET; THENCE NORTH 01°00'38" EAST, A DISTANCE OF 51.64 FEET; THENCE NORTH 10°07'39" EAST, A DISTANCE OF 134.48 FEET; THENCE NORTH 00°31'07" EAST, A DISTANCE OF 48.03 FEET; THENCE NORTH 10°40'45" WEST, A DISTANCE OF 69.85 FEET; THENCE NORTH 36°46'54" EAST, A DISTANCE OF 113.60 FEET; THENCE SOUTH 44°14'46" EAST, A DISTANCE OF 27.57 FEET; THENCE NORTH 23°14'42" EAST, A DISTANCE OF 37.71 FEET; THENCE NORTH 24°20'50" EAST, A DISTANCE OF 86.70 FEET; THENCE NORTH 54°55'40" EAST, A DISTANCE OF 103.76 FEET; THENCE SOUTH 58°10'38" EAST, A DISTANCE OF 143.57 FEET; THENCE SOUTH 73°06'13" EAST, A DISTANCE OF 26.21 FEET; THENCE NORTH 62°38'40" EAST, A DISTANCE OF 51.75 FEET; THENCE NORTH 09°21'52" EAST, A DISTANCE OF 109.72 FEET; THENCE NORTH 48°15'51" WEST, A DISTANCE OF 75.34 FEET; THENCE NORTH 10°19'48" WEST, A DISTANCE OF 66.01 FEET; THENCE NORTH 03°37'19" WEST, A DISTANCE OF 60.55 FEET; THENCE NORTH 51°36'54" EAST, A DISTANCE OF 78.53 FEET; THENCE NORTH

78°23'54" EAST, A DISTANCE OF 50.96 FEET; THENCE NORTH 66°03'49" EAST, A DISTANCE OF 46.55 FEET; THENCE NORTH 86°21'03" EAST, A DISTANCE OF 68.40 FEET; THENCE SOUTH 46°27'58" EAST, A DISTANCE OF 53.53 FEET; THENCE NORTH 64°03'48" EAST, A DISTANCE OF 165.07 FEET; THENCE SOUTH 04°05'11" WEST, A DISTANCE OF 83.25 FEET; THENCE SOUTH 89°23'11" EAST, A DISTANCE OF 60.02 FEET; THENCE NORTH 64°09'49" EAST, A DISTANCE OF 60.40 FEET; THENCE NORTH 44°41'47" EAST, A DISTANCE OF 55.17 FEET; THENCE NORTH 19°18'00" EAST, A DISTANCE OF 58.24 FEET; THENCE NORTH 26°19'23" EAST, A DISTANCE OF 112.08 FEET; THENCE NORTH 31°28'11" EAST, A DISTANCE OF 57.60 FEET; THENCE NORTH 28°45'01" EAST, A DISTANCE OF 107.75 FEET; THENCE NORTH 40°23'58" EAST, A DISTANCE OF 114.09 FEET; THENCE NORTH 68°47'35" EAST, A DISTANCE OF 83.31 FEET; THENCE SOUTH 77°39'06" EAST, A DISTANCE OF 59.30 FEET; THENCE SOUTH 58°29'48" EAST, A DISTANCE OF 68.85 FEET; THENCE SOUTH 61°26'59" EAST, A DISTANCE OF 57.12 FEET; THENCE SOUTH 86°42'50" EAST, A DISTANCE OF 87.83 FEET; THENCE SOUTH 37°06'09" EAST, A DISTANCE OF 69.74 FEET; THENCE SOUTH 26°04'39" EAST, A DISTANCE OF 78.23 FEET; THENCE SOUTH 40°41'27" EAST, A DISTANCE OF 40.15 FEET; THENCE NORTH 80°40'10" EAST, A DISTANCE OF 21.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID WOODSTOCK BOULEVARD AND BEING ON A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1206.00 FEET, A CENTRAL ANGLE OF 37°02'27", AND A CHORD BEARING AND DISTANCE OF NORTH 18°19'49" WEST, 766.16 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 779.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1086.00 FEET, A CENTRAL ANGLE OF 08°48'58", AND A CHORD BEARING AND DISTANCE OF NORTH 04°13'03" WEST, 166.94 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.10 FEET TO THE END OF THE CURVE; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 81°22'28" EAST, A DISTANCE OF 120.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID WOODSTOCK BOULEVARD AND THE BEGINNING OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1206.00 FEET, A CENTRAL ANGLE OF 06°58'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 05°08'25" EAST, 146.64 FEET; THENCE, ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 146.73 FEET TO THE END OF THE CURVE; THENCE NORTH 88°20'43" EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 07°19'32" EAST, A DISTANCE OF 446.64 FEET; THENCE NORTH 81°20'56" EAST, A DISTANCE OF 8.76 FEET; THENCE SOUTH 08°39'04" EAST, A DISTANCE OF 35.00 FEET; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 08°39'04" EAST, A DISTANCE OF 37.77 FEET; THENCE NORTH 43°22'23" EAST, A DISTANCE OF 58.29 FEET; THENCE NORTH 80°47'31" EAST, A DISTANCE OF 66.68 FEET; THENCE SOUTH 89°25'14" EAST, A DISTANCE OF 41.46 FEET; THENCE SOUTH 81°51'46" EAST, A DISTANCE OF 87.32 FEET; THENCE NORTH 62°36'29" EAST, A DISTANCE OF 116.91 FEET; THENCE SOUTH 40°18'57" EAST, A DISTANCE OF 31.95 FEET; THENCE NORTH 60°33'38" EAST, A DISTANCE OF 53.21 FEET; THENCE NORTH 24°42'07" EAST, A DISTANCE OF 45.85 FEET; THENCE NORTH 15°11'16" EAST, A DISTANCE OF 4.85 FEET; THENCE NORTH 25°08'16" EAST, A DISTANCE OF 51.97 FEET; THENCE SOUTH 65°02'30" EAST, A DISTANCE OF 110.98 FEET; THENCE NORTH 77°54'59" EAST, A DISTANCE OF 83.28 FEET; THENCE SOUTH 71°18'29" EAST, A DISTANCE OF 96.50 FEET; THENCE SOUTH 85°20'20" EAST, A DISTANCE OF 71.38 FEET;

THENCE SOUTH 79°52'08" EAST, A DISTANCE OF 86.87 FEET; THENCE SOUTH 44°30'37" EAST, A DISTANCE OF 135.08 FEET; THENCE SOUTH 36°13'38" EAST, A DISTANCE OF 81.13 FEET; THENCE SOUTH 55°02'15" EAST, A DISTANCE OF 85.98 FEET; THENCE SOUTH 56°25'28" EAST, A DISTANCE OF 117.99 FEET; THENCE SOUTH 60°51'07" EAST, A DISTANCE OF 176.42 FEET; THENCE SOUTH 59°31'07" EAST, A DISTANCE OF 36.80 FEET; THENCE NORTH 57°47'40" EAST, A DISTANCE OF 135.97 FEET; THENCE NORTH 69°43'57" EAST, A DISTANCE OF 57.68 FEET; THENCE SOUTH 40°42'32" EAST, A DISTANCE OF 121.01 FEET; THENCE SOUTH 00°12'45" WEST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 63°21'54" EAST, A DISTANCE OF 60.41 FEET; THENCE SOUTH 85°02'57" EAST, A DISTANCE OF 91.01 FEET; THENCE SOUTH 82°30'24" EAST, A DISTANCE OF 50.87 FEET; THENCE NORTH 85°43'34" EAST, A DISTANCE OF 87.44 FEET; THENCE NORTH 70°04'28" EAST, A DISTANCE OF 92.00 FEET; THENCE NORTH 73°17'52" EAST, A DISTANCE OF 75.31 FEET; THENCE NORTH 87°26'40" EAST, A DISTANCE OF 95.28 FEET; THENCE NORTH 59°56'01" EAST, A DISTANCE OF 40.13 FEET; THENCE NORTH 08°41'58" EAST, A DISTANCE OF 51.23 FEET; THENCE NORTH 26°38'21" EAST, A DISTANCE OF 86.79 FEET; THENCE NORTH 73°11'15" EAST, A DISTANCE OF 98.07 FEET; THENCE SOUTH 83°25'10" EAST, A DISTANCE OF 53.88 FEET; THENCE SOUTH 74°57'31" EAST, A DISTANCE OF 51.33 FEET; THENCE SOUTH 50°33'38" EAST, A DISTANCE OF 83.29 FEET; THENCE NORTH 88°43'57" EAST, A DISTANCE OF 56.71 FEET; THENCE SOUTH 70°04'45" EAST, A DISTANCE OF 59.23 FEET; THENCE SOUTH 27°48'45" WEST, A DISTANCE OF 58.95 FEET; THENCE SOUTH 30°37'30" EAST, A DISTANCE OF 47.52 FEET; THENCE SOUTH 45°16'05" WEST, A DISTANCE OF 54.48 FEET; THENCE SOUTH 57°05'17" WEST, A DISTANCE OF 76.06 FEET; THENCE NORTH 50°23'07" WEST, A DISTANCE OF 31.78 FEET; THENCE SOUTH 30°29'23" WEST, A DISTANCE OF 12.18 FEET; THENCE NORTH 88°48'59" WEST, A DISTANCE OF 68.88 FEET; THENCE SOUTH 83°14'25" WEST, A DISTANCE OF 19.82 FEET; THENCE SOUTH 12°31'55" WEST, A DISTANCE OF 110.29 FEET; THENCE NORTH 68°22'34" EAST, A DISTANCE OF 2361.99 FEET; THENCE NORTH 55°18'52" WEST, A DISTANCE OF 29.24 FEET; THENCE NORTH 10°57'10" EAST, A DISTANCE OF 88.53 FEET; THENCE NORTH 79°30'36" WEST, A DISTANCE OF 47.20 FEET; THENCE NORTH 24°47'37" WEST, A DISTANCE OF 66.63 FEET; THENCE NORTH 20°09'46" WEST, A DISTANCE OF 72.08 FEET; THENCE NORTH 56°00'13" WEST, A DISTANCE OF 46.39 FEET; THENCE NORTH 78°27'13" WEST, A DISTANCE OF 43.88 FEET; THENCE NORTH 17°45'36" WEST, A DISTANCE OF 58.87 FEET; THENCE NORTH 13°55'46" WEST, A DISTANCE OF 110.92 FEET; THENCE NORTH 28°26'09" WEST, A DISTANCE OF 98.29 FEET; THENCE NORTH 16°40'34" WEST, A DISTANCE OF 72.83 FEET; THENCE NORTH 19°22'01" WEST, A DISTANCE OF 66.45 FEET; THENCE NORTH 31°21'09" WEST, A DISTANCE OF 82.38 FEET; THENCE NORTH 02°10'20" WEST, A DISTANCE OF 100.51 FEET; THENCE NORTH 04°41'03" WEST, A DISTANCE OF 80.73 FEET; THENCE NORTH 31°40'59" WEST, A DISTANCE OF 71.60 FEET; THENCE NORTH 03°14'57" EAST, A DISTANCE OF 109.00 FEET; THENCE NORTH 18°19'38" WEST, A DISTANCE OF 104.84 FEET; THENCE NORTH 09°26'17" WEST, A DISTANCE OF 121.35 FEET; THENCE NORTH 51°34'48" EAST, A DISTANCE OF 23.44 FEET; THENCE NORTH 63°45'54" WEST, A DISTANCE OF 28.31 FEET; THENCE NORTH 12°44'41" WEST, A DISTANCE OF 67.66 FEET; THENCE NORTH 00°59'02" EAST, A DISTANCE OF 97.55 FEET; THENCE NORTH 24°01'09" WEST, A DISTANCE OF 78.52 FEET; THENCE NORTH 10°37'17" EAST, A DISTANCE OF 96.12 FEET; THENCE NORTH

27°49'38" WEST, A DISTANCE OF 58.20 FEET; THENCE NORTH 14°13'04" WEST, A DISTANCE OF 66.10 FEET; THENCE NORTH 00°56'46" WEST, A DISTANCE OF 107.91 FEET; THENCE NORTH 29°54'11" WEST, A DISTANCE OF 153.66 FEET; THENCE NORTH 02°08'39" WEST, A DISTANCE OF 89.17 FEET; THENCE NORTH 03°42'23" WEST, A DISTANCE OF 94.16 FEET; THENCE NORTH 27°33'13" WEST, A DISTANCE OF 68.78 FEET; THENCE NORTH 19°47'52" WEST, A DISTANCE OF 351.38 FEET; THENCE NORTH 70°12'08" EAST, A DISTANCE OF 1222.90 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 10; THENCE, NORTH 57°08'20" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1447.23 FEET; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 02°52'43" EAST, A DISTANCE OF 330.23 FEET; THENCE NORTH 83°04'28" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 18°23'28" WEST, A DISTANCE OF 350.00 FEET; THENCE NORTH 32°51'40" EAST, A DISTANCE OF 180.19 FEET; THENCE NORTH 57°08'20" WEST, A DISTANCE OF 148.68 FEET; THENCE NORTH 66°02'12" WEST, A DISTANCE OF 37.37 FEET; THENCE SOUTH 65°23'15" WEST, A DISTANCE OF 90.02 FEET; THENCE SOUTH 49°50'17" WEST, A DISTANCE OF 44.36 FEET; THENCE SOUTH 45°51'43" WEST, A DISTANCE OF 105.17 FEET; THENCE SOUTH 39°02'14" WEST, A DISTANCE OF 55.33 FEET; THENCE SOUTH 45°43'22" WEST, A DISTANCE OF 107.18 FEET; THENCE SOUTH 64°54'31" WEST, A DISTANCE OF 92.23 FEET; THENCE SOUTH 77°08'27" WEST, A DISTANCE OF 62.00 FEET; THENCE SOUTH 88°51'54" WEST, A DISTANCE OF 52.24 FEET; THENCE NORTH 80°32'20" WEST, A DISTANCE OF 66.93 FEET; THENCE NORTH 52°35'37" WEST, A DISTANCE OF 66.70 FEET; THENCE NORTH 58°41'55" WEST, A DISTANCE OF 95.37 FEET; THENCE NORTH 34°23'47" WEST, A DISTANCE OF 106.84 FEET; THENCE NORTH 80°51'29" WEST, A DISTANCE OF 72.84 FEET; THENCE SOUTH 86°20'48" WEST, A DISTANCE OF 40.58 FEET; THENCE SOUTH 68°27'04" WEST, A DISTANCE OF 60.07 FEET; THENCE SOUTH 68°11'06" WEST, A DISTANCE OF 101.37 FEET; THENCE SOUTH 16°23'33" WEST, A DISTANCE OF 55.95 FEET; THENCE SOUTH 07°11'06" WEST, A DISTANCE OF 93.30 FEET; THENCE SOUTH 13°17'32" EAST, A DISTANCE OF 82.42 FEET; THENCE SOUTH 23°12'20" EAST, A DISTANCE OF 38.09 FEET; THENCE SOUTH 08°07'43" EAST, A DISTANCE OF 94.28 FEET; THENCE SOUTH 61°12'14" EAST, A DISTANCE OF 104.94 FEET; THENCE SOUTH 66°38'44" EAST, A DISTANCE OF 111.53 FEET; THENCE SOUTH 76°01'17" EAST, A DISTANCE OF 86.28 FEET; THENCE SOUTH 70°12'38" WEST, A DISTANCE OF 828.19 FEET; THENCE NORTH 17°19'49" WEST, A DISTANCE OF 273.38 FEET; THENCE NORTH 72°40'11" EAST, A DISTANCE OF 67.86 FEET; THENCE NORTH 17°19'49" WEST, A DISTANCE OF 493.40 FEET; THENCE NORTH 30°03'59" WEST, A DISTANCE OF 65.25 FEET; THENCE NORTH 46°51'35" WEST, A DISTANCE OF 172.23 FEET; THENCE NORTH 55°28'06" WEST, A DISTANCE OF 93.75 FEET; THENCE NORTH 45°56'20" WEST, A DISTANCE OF 139.35 FEET; THENCE NORTH 42°44'01" WEST, A DISTANCE OF 106.89 FEET; THENCE NORTH 53°07'53" WEST, A DISTANCE OF 54.94 FEET; THENCE NORTH 68°42'02" WEST, A DISTANCE OF 56.95 FEET; THENCE NORTH 64°59'02" WEST, A DISTANCE OF 227.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 90.16 FEET, A CENTRAL ANGLE OF 60°33'05", AND A CHORD BEARING AND DISTANCE OF NORTH 34°42'30" WEST, 90.91 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.28 FEET TO THE END OF THE CURVE; THENCE NORTH 04°25'57" WEST, A DISTANCE OF 70.68 FEET; THENCE SOUTH 75°15'23" EAST, A DISTANCE OF 51.82 FEET; THENCE NORTH 80°39'38"

EAST, A DISTANCE OF 63.94 FEET; THENCE SOUTH 60°32'24" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 34°45'06" EAST, A DISTANCE OF 46.49 FEET; THENCE SOUTH 28°14'03" EAST, A DISTANCE OF 38.32 FEET; THENCE NORTH 30°49'12" EAST, A DISTANCE OF 34.74 FEET; THENCE SOUTH 75°28'13" EAST, A DISTANCE OF 36.70 FEET; THENCE NORTH 62°24'29" EAST, A DISTANCE OF 99.53 FEET; THENCE NORTH 02°47'59" EAST, A DISTANCE OF 42.48 FEET; THENCE NORTH 30°21'13" EAST, A DISTANCE OF 58.12 FEET; THENCE NORTH 03°26'22" WEST, A DISTANCE OF 103.25 FEET; THENCE NORTH 02°11'03" WEST, A DISTANCE OF 33.76 FEET; THENCE NORTH 41°14'13" EAST, A DISTANCE OF 73.77 FEET; THENCE NORTH 49°03'50" EAST, A DISTANCE OF 62.93 FEET; THENCE NORTH 52°58'12" EAST, A DISTANCE OF 108.79 FEET; THENCE SOUTH 84°24'21" WEST, A DISTANCE OF 186.13 FEET; THENCE SOUTH 78°09'18" WEST, A DISTANCE OF 140.42 FEET; THENCE NORTH 65°26'23" WEST, A DISTANCE OF 217.52 FEET; THENCE NORTH 16°34'44" WEST, A DISTANCE OF 85.71 FEET; THENCE NORTH 64°37'36" WEST, A DISTANCE OF 372.99 FEET; THENCE NORTH 74°54'30" WEST, A DISTANCE OF 249.17 FEET; THENCE SOUTH 87°57'17" WEST, A DISTANCE OF 151.47 FEET; THENCE SOUTH 58°23'33" WEST, A DISTANCE OF 82.52 FEET; THENCE SOUTH 50°19'02" WEST, A DISTANCE OF 71.38 FEET; THENCE NORTH 65°20'41" WEST, A DISTANCE OF 24.99 FEET; THENCE SOUTH 65°33'47" WEST, A DISTANCE OF 43.35 FEET; THENCE NORTH 89°52'22" WEST, A DISTANCE OF 90.67 FEET; THENCE SOUTH 05°34'12" WEST, A DISTANCE OF 70.10 FEET; THENCE SOUTH 75°19'30" WEST, A DISTANCE OF 44.30 FEET; THENCE NORTH 86°14'48" WEST, A DISTANCE OF 49.15 FEET; THENCE NORTH 69°36'13" WEST, A DISTANCE OF 41.94 FEET; THENCE NORTH 47°50'22" WEST, A DISTANCE OF 38.56 FEET; THENCE NORTH 27°18'18" WEST, A DISTANCE OF 46.41 FEET; THENCE NORTH 64°12'08" WEST, A DISTANCE OF 141.39 FEET; THENCE NORTH 75°05'10" WEST, A DISTANCE OF 143.87 FEET; THENCE SOUTH 46°41'29" WEST, A DISTANCE OF 45.18 FEET; THENCE SOUTH 48°09'15" WEST, A DISTANCE OF 44.71 FEET; THENCE SOUTH 44°57'19" WEST, A DISTANCE OF 33.32 FEET; THENCE NORTH 65°48'56" WEST, A DISTANCE OF 43.83 FEET; THENCE NORTH 85°27'56" WEST, A DISTANCE OF 64.98 FEET; THENCE NORTH 86°22'16" WEST, A DISTANCE OF 46.71 FEET; THENCE NORTH 31°55'11" WEST, A DISTANCE OF 39.02 FEET; THENCE NORTH 72°00'18" WEST, A DISTANCE OF 113.23 FEET; THENCE NORTH 76°51'23" WEST, A DISTANCE OF 62.45 FEET; THENCE SOUTH 49°50'52" WEST, A DISTANCE OF 32.20 FEET; THENCE SOUTH 79°45'57" WEST, A DISTANCE OF 39.54 FEET; THENCE NORTH 32°15'16" WEST, A DISTANCE OF 65.44 FEET; THENCE NORTH 51°53'47" WEST, A DISTANCE OF 103.77 FEET; THENCE SOUTH 74°55'58" WEST, A DISTANCE OF 36.58 FEET; THENCE SOUTH 73°13'41" WEST, A DISTANCE OF 37.02 FEET; THENCE SOUTH 86°24'54" WEST, A DISTANCE OF 35.89 FEET; THENCE NORTH 24°09'59" WEST, A DISTANCE OF 21.90 FEET; THENCE SOUTH 83°41'03" WEST, A DISTANCE OF 37.32 FEET; THENCE SOUTH 52°43'50" WEST, A DISTANCE OF 36.05 FEET; THENCE SOUTH 81°06'05" WEST, A DISTANCE OF 52.97 FEET; THENCE NORTH 88°42'09" WEST, A DISTANCE OF 50.01 FEET; THENCE SOUTH 77°55'46" WEST, A DISTANCE OF 48.54 FEET; THENCE SOUTH 85°39'37" WEST, A DISTANCE OF 68.68 FEET; THENCE SOUTH 70°36'45" WEST, A DISTANCE OF 48.95 FEET; THENCE NORTH 33°51'57" WEST, A DISTANCE OF 3.13 FEET; THENCE SOUTH 71°31'27" WEST, A DISTANCE OF 36.70 FEET; THENCE NORTH 73°42'12" WEST, A DISTANCE OF 29.53 FEET; THENCE NORTH 76°11'45" WEST, A DISTANCE OF 32.75 FEET; THENCE NORTH

82°44'28" WEST, A DISTANCE OF 53.17 FEET; THENCE SOUTH 75°23'35" WEST, A DISTANCE OF 61.85 FEET; THENCE NORTH 85°23'25" WEST, A DISTANCE OF 89.20 FEET; THENCE NORTH 79°20'00" WEST, A DISTANCE OF 86.00 FEET; THENCE SOUTH 38°24'52" WEST, A DISTANCE OF 22.53 FEET; THENCE NORTH 49°03'24" WEST, A DISTANCE OF 27.34 FEET; THENCE SOUTH 89°52'25" WEST, A DISTANCE OF 144.96 FEET; THENCE SOUTH 53°48'20" WEST, A DISTANCE OF 98.59 FEET; THENCE SOUTH 02°23'48" WEST, A DISTANCE OF 65.51 FEET; THENCE SOUTH 04°08'55" EAST, A DISTANCE OF 35.52 FEET; THENCE SOUTH 00°36'31" WEST, A DISTANCE OF 35.07 FEET; THENCE SOUTH 26°21'58" WEST, A DISTANCE OF 51.54 FEET; THENCE SOUTH 25°33'17" WEST, A DISTANCE OF 61.08 FEET; THENCE SOUTH 08°56'08" EAST, A DISTANCE OF 35.93 FEET; THENCE SOUTH 74°34'17" WEST, A DISTANCE OF 13.62 FEET; THENCE SOUTH 34°33'03" WEST, A DISTANCE OF 33.81 FEET; THENCE SOUTH 23°28'18" EAST, A DISTANCE OF 36.29 FEET; THENCE SOUTH 69°22'45" WEST, A DISTANCE OF 31.00 FEET; THENCE SOUTH 12°23'46" EAST, A DISTANCE OF 47.13 FEET; THENCE SOUTH 11°52'35" WEST, A DISTANCE OF 33.03 FEET; THENCE SOUTH 61°11'14" EAST, A DISTANCE OF 22.40 FEET; THENCE SOUTH 25°47'58" WEST, A DISTANCE OF 55.09 FEET; THENCE SOUTH 72°29'51" WEST, A DISTANCE OF 23.50 FEET; THENCE SOUTH 31°43'07" EAST, A DISTANCE OF 34.68 FEET; THENCE SOUTH 19°57'27" EAST, A DISTANCE OF 47.74 FEET; THENCE SOUTH 51°42'35" EAST, A DISTANCE OF 61.63 FEET; THENCE SOUTH 44°46'51" EAST, A DISTANCE OF 54.73 FEET; THENCE SOUTH 30°57'43" EAST, A DISTANCE OF 25.74 FEET; THENCE SOUTH 85°16'27" EAST, A DISTANCE OF 48.19 FEET; THENCE SOUTH 47°55'54" EAST, A DISTANCE OF 43.39 FEET; THENCE SOUTH 71°19'24" EAST, A DISTANCE OF 49.90 FEET; THENCE SOUTH 45°11'19" WEST, A DISTANCE OF 50.07 FEET; THENCE SOUTH 11°21'55" WEST, A DISTANCE OF 29.34 FEET; THENCE SOUTH 39°01'35" EAST, A DISTANCE OF 36.84 FEET; THENCE SOUTH 35°47'35" EAST, A DISTANCE OF 41.87 FEET; THENCE SOUTH 88°37'59" EAST, A DISTANCE OF 49.04 FEET; THENCE SOUTH 82°26'48" EAST, A DISTANCE OF 39.44 FEET; THENCE SOUTH 25°40'16" EAST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 74°37'04" EAST, A DISTANCE OF 55.91 FEET; THENCE SOUTH 28°03'15" EAST, A DISTANCE OF 50.13 FEET; THENCE SOUTH 24°35'32" EAST, A DISTANCE OF 73.15 FEET; THENCE SOUTH 17°16'57" EAST, A DISTANCE OF 39.85 FEET; THENCE NORTH 80°56'03" EAST, A DISTANCE OF 66.09 FEET; THENCE NORTH 69°25'33" EAST, A DISTANCE OF 10.74 FEET; THENCE SOUTH 04°03'17" EAST, A DISTANCE OF 33.16 FEET; THENCE SOUTH 26°04'59" EAST, A DISTANCE OF 25.01 FEET; THENCE NORTH 02°35'52" EAST, A DISTANCE OF 36.00 FEET; THENCE SOUTH 57°39'02" EAST, A DISTANCE OF 50.91 FEET; THENCE SOUTH 21°36'27" EAST, A DISTANCE OF 86.92 FEET; THENCE SOUTH 61°54'05" EAST, A DISTANCE OF 57.15 FEET; THENCE SOUTH 15°29'19" EAST, A DISTANCE OF 46.62 FEET; THENCE NORTH 76°36'17" EAST, A DISTANCE OF 43.94 FEET; THENCE SOUTH 56°52'24" EAST, A DISTANCE OF 81.05 FEET; THENCE SOUTH 73°56'30" EAST, A DISTANCE OF 72.81 FEET; THENCE SOUTH 69°18'39" EAST, A DISTANCE OF 83.86 FEET; THENCE SOUTH 69°50'11" EAST, A DISTANCE OF 63.97 FEET; THENCE SOUTH 68°23'45" EAST, A DISTANCE OF 72.81 FEET; THENCE SOUTH 82°31'27" EAST, A DISTANCE OF 80.10 FEET; THENCE NORTH 80°32'41" EAST, A DISTANCE OF 67.03 FEET; THENCE SOUTH 73°32'32" EAST, A DISTANCE OF 77.03 FEET; THENCE SOUTH 81°49'37" EAST, A DISTANCE OF 53.19 FEET; THENCE SOUTH 61°49'27" EAST, A DISTANCE OF 99.66 FEET; THENCE SOUTH 86°10'11" EAST, A DISTANCE OF 77.67 FEET; THENCE

NORTH 75°25'30" EAST, A DISTANCE OF 114.79 FEET; THENCE NORTH 88°14'41" EAST, A DISTANCE OF 45.51 FEET; THENCE NORTH 61°18'09" EAST, A DISTANCE OF 90.99 FEET; THENCE SOUTH 39°42'52" EAST, A DISTANCE OF 13.88 FEET; THENCE NORTH 61°58'12" EAST, A DISTANCE OF 118.21 FEET; THENCE NORTH 71°16'48" EAST, A DISTANCE OF 79.78 FEET; THENCE NORTH 52°05'13" EAST, A DISTANCE OF 34.14 FEET; THENCE NORTH 23°20'32" EAST, A DISTANCE OF 66.62 FEET; THENCE NORTH 02°03'01" EAST, A DISTANCE OF 128.49 FEET; THENCE NORTH 30°34'38" EAST, A DISTANCE OF 58.92 FEET; THENCE SOUTH 87°23'10" EAST, A DISTANCE OF 23.13 FEET; THENCE NORTH 79°36'48" EAST, A DISTANCE OF 42.07 FEET; THENCE SOUTH 71°40'14" EAST, A DISTANCE OF 48.80 FEET; THENCE SOUTH 75°33'42" WEST, A DISTANCE OF 84.78 FEET; THENCE SOUTH 01°22'39" WEST, A DISTANCE OF 84.73 FEET; THENCE SOUTH 02°39'17" EAST, A DISTANCE OF 61.73 FEET; THENCE SOUTH 45°31'18" EAST, A DISTANCE OF 65.33 FEET; THENCE NORTH 71°37'38" EAST, A DISTANCE OF 79.08 FEET; THENCE NORTH 74°06'44" EAST, A DISTANCE OF 97.41 FEET; THENCE NORTH 45°49'48" EAST, A DISTANCE OF 104.47 FEET; THENCE NORTH 04°11'06" EAST, A DISTANCE OF 118.62 FEET; THENCE NORTH 57°53'22" EAST, A DISTANCE OF 72.39 FEET; THENCE NORTH 86°05'56" EAST, A DISTANCE OF 59.66 FEET; THENCE NORTH 62°33'19" EAST, A DISTANCE OF 73.36 FEET; THENCE NORTH 58°41'40" EAST, A DISTANCE OF 102.14 FEET; THENCE SOUTH 77°23'23" EAST, A DISTANCE OF 38.89 FEET; THENCE NORTH 71°29'05" EAST, A DISTANCE OF 142.76 FEET; THENCE SOUTH 74°09'54" EAST, A DISTANCE OF 42.24 FEET; THENCE NORTH 55°07'32" EAST, A DISTANCE OF 62.06 FEET; THENCE NORTH 76°32'15" EAST, A DISTANCE OF 57.45 FEET; THENCE NORTH 72°16'36" EAST, A DISTANCE OF 57.58 FEET; THENCE NORTH 40°22'32" EAST, A DISTANCE OF 40.95 FEET; THENCE NORTH 10°53'36" EAST, A DISTANCE OF 39.66 FEET; THENCE NORTH 59°48'50" EAST, A DISTANCE OF 53.65 FEET; THENCE SOUTH 37°21'43" EAST, A DISTANCE OF 61.74 FEET; THENCE NORTH 89°14'49" EAST, A DISTANCE OF 24.61 FEET; THENCE SOUTH 04°25'57" EAST, A DISTANCE OF 99.09 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 170.16 FEET, A CENTRAL ANGLE OF 60°33'05", AND A CHORD BEARING AND DISTANCE OF SOUTH 34°42'30" EAST, 171.57 FEET; THENCE, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 179.82 FEET TO THE END OF THE CURVE; THENCE SOUTH 64°59'02" EAST, A DISTANCE OF 230.06 FEET; THENCE SOUTH 68°42'02" EAST, A DISTANCE OF 48.60 FEET; THENCE SOUTH 53°07'53" EAST, A DISTANCE OF 36.72 FEET; THENCE SOUTH 42°44'01" EAST, A DISTANCE OF 101.85 FEET; THENCE SOUTH 45°56'20" EAST, A DISTANCE OF 148.26 FEET; THENCE SOUTH 55°28'06" EAST, A DISTANCE OF 94.40 FEET; THENCE SOUTH 46°51'35" EAST, A DISTANCE OF 154.40 FEET; THENCE SOUTH 30°03'59" EAST, A DISTANCE OF 44.52 FEET; THENCE SOUTH 17°19'49" EAST, A DISTANCE OF 335.11 FEET; THENCE NORTH 62°48'39" WEST, A DISTANCE OF 85.26 FEET; THENCE SOUTH 65°33'21" WEST, A DISTANCE OF 185.56 FEET; THENCE NORTH 84°04'52" WEST, A DISTANCE OF 165.76 FEET; THENCE SOUTH 78°11'24" WEST, A DISTANCE OF 80.04 FEET; THENCE SOUTH 43°27'07" WEST, A DISTANCE OF 111.84 FEET; THENCE SOUTH 61°33'25" WEST, A DISTANCE OF 77.76 FEET; THENCE SOUTH 24°03'56" WEST, A DISTANCE OF 80.34 FEET; THENCE SOUTH 59°32'04" WEST, A DISTANCE OF 42.14 FEET; THENCE SOUTH 62°12'58" WEST, A DISTANCE OF 74.87 FEET; THENCE SOUTH 68°03'05" WEST, A DISTANCE OF 102.90 FEET; THENCE SOUTH 47°16'38" WEST, A DISTANCE OF 60.92 FEET; THENCE SOUTH 53°21'01" WEST, A

DISTANCE OF 59.62 FEET; THENCE SOUTH 42°01'54" WEST, A DISTANCE OF 136.16 FEET; THENCE SOUTH 43°42'30" WEST, A DISTANCE OF 123.26 FEET; THENCE SOUTH 44°29'34" WEST, A DISTANCE OF 133.18 FEET; THENCE SOUTH 45°31'07" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 44°28'53" WEST, A DISTANCE OF 65.41 FEET; THENCE SOUTH 44°32'06" WEST, A DISTANCE OF 53.36 FEET; THENCE SOUTH 14°58'44" WEST, A DISTANCE OF 92.93 FEET; THENCE SOUTH 19°27'48" EAST, A DISTANCE OF 70.27 FEET; THENCE SOUTH 23°40'32" EAST, A DISTANCE OF 50.51 FEET; THENCE SOUTH 19°39'14" EAST, A DISTANCE OF 84.16 FEET; THENCE SOUTH 02°03'26" EAST, A DISTANCE OF 68.97 FEET; THENCE SOUTH 01°04'48" EAST, A DISTANCE OF 125.83 FEET; THENCE SOUTH 88°55'12" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 13°04'05" EAST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 12°38'24" EAST, A DISTANCE OF 6.55 FEET; THENCE SOUTH 68°21'21" WEST, A DISTANCE OF 417.02 FEET; THENCE NORTH 05°56'56" WEST, A DISTANCE OF 19.52 FEET; THENCE NORTH 08°56'41" WEST, A DISTANCE OF 46.56 FEET; THENCE NORTH 48°49'53" WEST, A DISTANCE OF 84.62 FEET; THENCE NORTH 56°44'09" WEST, A DISTANCE OF 51.15 FEET; THENCE NORTH 43°13'07" WEST, A DISTANCE OF 54.52 FEET; THENCE NORTH 48°59'28" WEST, A DISTANCE OF 52.11 FEET; THENCE NORTH 33°44'07" WEST, A DISTANCE OF 37.93 FEET; THENCE SOUTH 83°18'06" WEST, A DISTANCE OF 28.53 FEET; THENCE SOUTH 55°47'16" WEST, A DISTANCE OF 47.74 FEET; THENCE NORTH 79°34'45" WEST, A DISTANCE OF 54.32 FEET; THENCE NORTH 68°21'21" WEST, A DISTANCE OF 53.20 FEET; THENCE NORTH 73°18'11" WEST, A DISTANCE OF 62.56 FEET; THENCE SOUTH 20°54'08" WEST, A DISTANCE OF 49.74 FEET; THENCE SOUTH 00°48'30" WEST, A DISTANCE OF 57.23 FEET; THENCE SOUTH 26°50'07" EAST, A DISTANCE OF 45.29 FEET; THENCE SOUTH 15°25'42" WEST, A DISTANCE OF 55.84 FEET; THENCE SOUTH 10°32'57" EAST, A DISTANCE OF 61.03 FEET; THENCE SOUTH 10°30'00" EAST, A DISTANCE OF 77.54 FEET; THENCE SOUTH 23°01'50" WEST, A DISTANCE OF 72.25 FEET; THENCE SOUTH 15°00'37" WEST, A DISTANCE OF 62.27 FEET; THENCE SOUTH 68°21'21" WEST, A DISTANCE OF 239.25 FEET; THENCE NORTH 28°45'55" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 30°53'39" WEST, A DISTANCE OF 30.53 FEET; THENCE NORTH 21°34'37" WEST, A DISTANCE OF 67.41 FEET; THENCE NORTH 16°59'43" WEST, A DISTANCE OF 71.97 FEET; THENCE NORTH 04°46'54" EAST, A DISTANCE OF 45.83 FEET; THENCE NORTH 28°39'17" WEST, A DISTANCE OF 77.00 FEET; THENCE NORTH 26°49'27" EAST, A DISTANCE OF 89.17 FEET; THENCE NORTH 02°31'31" EAST, A DISTANCE OF 54.79 FEET; THENCE NORTH 28°44'42" WEST, A DISTANCE OF 55.51 FEET; THENCE NORTH 89°44'28" WEST, A DISTANCE OF 41.13 FEET; THENCE NORTH 73°26'16" WEST, A DISTANCE OF 35.37 FEET; THENCE SOUTH 65°11'24" WEST, A DISTANCE OF 103.50 FEET; THENCE SOUTH 61°38'59" WEST, A DISTANCE OF 72.88 FEET; THENCE SOUTH 20°53'44" WEST, A DISTANCE OF 39.53 FEET; THENCE SOUTH 33°16'14" WEST, A DISTANCE OF 52.69 FEET; THENCE SOUTH 30°17'32" WEST, A DISTANCE OF 87.83 FEET; THENCE SOUTH 47°08'43" WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 59°15'16" WEST, A DISTANCE OF 11.76 FEET; THENCE SOUTH 56°53'02" WEST, A DISTANCE OF 66.12 FEET; THENCE NORTH 72°26'01" WEST, A DISTANCE OF 35.86 FEET; THENCE NORTH 68°14'12" WEST, A DISTANCE OF 157.77 FEET; THENCE NORTH 41°11'36" WEST, A DISTANCE OF 64.19 FEET; THENCE NORTH 86°15'00" WEST, A DISTANCE OF 92.80 FEET; THENCE NORTH 56°21'46" WEST, A DISTANCE OF 48.50 FEET; THENCE NORTH 81°14'27" WEST, A

DISTANCE OF 74.01 FEET; THENCE SOUTH 86°45'22" WEST, A DISTANCE OF 33.20 FEET; THENCE SOUTH 66°53'30" WEST, A DISTANCE OF 36.85 FEET; THENCE SOUTH 54°24'30" WEST, A DISTANCE OF 71.17 FEET; THENCE SOUTH 70°06'01" WEST, A DISTANCE OF 43.24 FEET; THENCE NORTH 75°41'57" WEST, A DISTANCE OF 43.40 FEET; THENCE NORTH 23°28'58" WEST, A DISTANCE OF 36.69 FEET; THENCE NORTH 73°55'15" WEST, A DISTANCE OF 46.51 FEET; THENCE NORTH 76°03'30" WEST, A DISTANCE OF 64.68 FEET; THENCE NORTH 59°27'02" WEST, A DISTANCE OF 41.79 FEET; THENCE NORTH 86°11'50" WEST, A DISTANCE OF 37.04 FEET; THENCE SOUTH 66°28'18" WEST, A DISTANCE OF 73.87 FEET; THENCE SOUTH 67°32'43" WEST, A DISTANCE OF 43.19 FEET; THENCE SOUTH 31°56'35" WEST, A DISTANCE OF 27.80 FEET; THENCE SOUTH 35°06'17" WEST, A DISTANCE OF 56.73 FEET; THENCE SOUTH 65°33'54" WEST, A DISTANCE OF 62.30 FEET; THENCE SOUTH 39°53'50" WEST, A DISTANCE OF 54.34 FEET; THENCE SOUTH 20°06'25" WEST, A DISTANCE OF 42.00 FEET; THENCE SOUTH 26°06'30" WEST, A DISTANCE OF 69.35 FEET; THENCE SOUTH 31°44'56" WEST, A DISTANCE OF 34.72 FEET; THENCE SOUTH 39°07'15" WEST, A DISTANCE OF 42.82 FEET; THENCE SOUTH 69°00'11" WEST, A DISTANCE OF 49.68 FEET; THENCE NORTH 81°17'50" WEST, A DISTANCE OF 28.82 FEET; THENCE NORTH 77°12'00" WEST, A DISTANCE OF 62.98 FEET; THENCE NORTH 78°49'21" WEST, A DISTANCE OF 49.68 FEET; THENCE SOUTH 80°50'02" WEST, A DISTANCE OF 26.16 FEET; THENCE NORTH 73°18'23" WEST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 67°36'48" WEST, A DISTANCE OF 15.31 FEET; THENCE NORTH 21°47'44" WEST, A DISTANCE OF 13.45 FEET; THENCE NORTH 26°34'12" WEST, A DISTANCE OF 52.20 FEET; THENCE SOUTH 84°17'40" WEST, A DISTANCE OF 8.37 FEET; THENCE NORTH 83°49'16" WEST, A DISTANCE OF 22.22 FEET; THENCE NORTH 69°21'39" WEST, A DISTANCE OF 39.72 FEET; THENCE SOUTH 56°30'49" WEST, A DISTANCE OF 40.64 FEET; THENCE SOUTH 89°10'48" WEST, A DISTANCE OF 25.10 FEET; THENCE NORTH 68°06'54" WEST, A DISTANCE OF 49.98 FEET; THENCE NORTH 66°41'38" WEST, A DISTANCE OF 51.38 FEET; THENCE SOUTH 34°44'06" WEST, A DISTANCE OF 107.79 FEET; THENCE SOUTH 08°01'41" EAST, A DISTANCE OF 46.11 FEET; THENCE SOUTH 35°48'43" WEST, A DISTANCE OF 68.00 FEET; THENCE SOUTH 44°09'20" WEST, A DISTANCE OF 61.31 FEET; THENCE SOUTH 36°43'50" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 24°46'00" WEST, A DISTANCE OF 42.43 FEET; THENCE SOUTH 36°50'17" WEST, A DISTANCE OF 68.44 FEET; THENCE SOUTH 41°15'40" WEST, A DISTANCE OF 38.84 FEET; THENCE SOUTH 69°11'07" WEST, A DISTANCE OF 37.50 FEET; THENCE NORTH 41°12'19" WEST, A DISTANCE OF 40.34 FEET; THENCE NORTH 49°46'32" WEST, A DISTANCE OF 61.22 FEET; THENCE NORTH 50°09'26" WEST, A DISTANCE OF 48.01 FEET TO THE WEST LINE OF SECTION 08, TOWNSHIP 03 SOUTH, RANGE 20 EAST; THENCE SOUTH 00°53'37" WEST, ALONG SAID WEST LINE, A DISTANCE OF 547.78 FEET TO THE POINT OF BEGINNING. CONTAINING 772 ACRES, MORE OR LESS.











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EXHIBIT B

Form of Title Insurance Commitment

DRAFT

Pending Business

PENDING BUSINESS ITEM	PRIORITY	STATUS	START DATE	% COMPLETE	COMMENTS
Sanderson Community Fire Station	High	In Progress	12/17/2019	 25%	Site Work underway
COA Bus Wash	Normal	In Progress	08/06/2019	 25%	Bids Received. Project is over budget. Requested a reduction in scope from FDOT.
Infrastructure funding for County Roads	Normal	New	07/18/2017	 50%	Ongoing
Reid Stafford Road	Normal	New	03/07/2017	 75%	Phase 2 additional funding approved 10/19. Paving underway.
St. Marys Cove Boat Ramp Grant	High	New	07/02/2019	 50%	Notice to proceed with advertising received 2/16/2023
St Marys Cove Boat Ramp Grant Phase 2	High	New	01/05/2020	 5%	Agreement approved 4/20/2021
St. Mary's Shoals Park Improvements	High	New	10/19/2021	 50%	Camp Host contract for consideration 2/21/2023
King Ruise Park FRDAP Funding	High	New	01/27/2022	 5%	Last document needed= Legal Opinion
Council on Aging- Senior Life Enrichment Ctr	High	New	08/17/2022	 0%	Contract approval 2/7/2023
Cuyler Fire Station	High	New	01/03/2023	 25%	Conceptual Plan approved by BOCC. \$250k funding allocated.

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
981740	CHK	A	BAKER COUNTY COUNCIL ON AGING	47	1	10,416.63	.00	10,416.63	02/01/2023		15834
			#16079B COA DRAW 2.23	SEPT21-028		10,416.63	0.00	10,416.63			
	DIST:		001-564-3510-58104			10,416.63					
981741	CHK	A	BRADLEY, GARRISON, & KOMANDO	2351	1	5,000.00	.00	5,000.00	02/01/2023		15834
			#11939 LEGAL SERVICES 2.23	11711S-026		5,000.00	0.00	5,000.00			
	DIST:		001-514-1600-53100			5,000.00					
981743	CHK	A	SOE-CHRIS MILTON	2072	1	49,352.18	.00	49,352.18	02/01/2023		15834
			#264 SOE 2.23	248S-026		49,352.18	0.00	49,352.18			
	DIST:		001-513-1900-59180			49,352.18					
981745	CHK	A	STACIE D. HARVEY, CLERK OF COU	279	1	35,921.92	.00	35,921.92	02/01/2023		15834
			#1252109 CLERK 2.23	2S-028		35,921.92	0.00	35,921.92			
	DIST:		001-512-1200-59180			35,921.92					
981759	CHK	A	WINDMILL CONSULTING	1081	3	6,306.01	.00	6,306.01	02/03/2023		15840
			Interim Director 12.22-CD	DEC22		1,658.86	0.00	1,658.86			
	DIST:		001-524-2500-53400			1,658.86					
			Interim Director 11.22-CD	NOV22		2,058.86	0.00	2,058.86			
	DIST:		001-524-2500-53400			2,058.86					
			Interim Director 10.22-CD	OCT22		2,588.29	0.00	2,588.29			
	DIST:		001-524-2500-53400			2,588.29					
981761	CHK	A	ALACHUA COUNTY BOARD OF COUNTY	14	1	31,757.74	.00	31,757.74	02/06/2023		15858
			1Qtr FY23	2023-06		31,757.74	0.00	31,757.74			
	DIST:		001-601-2200-55215			13,052.22					
	DIST:		001-603-1580-55215			6,246.13					
	DIST:		001-602-1570-55215			4,013.22					
	DIST:		001-602-1570-55215			8,446.17					
981762	CHK	A	ANDERSON COLUMBIA COMPANY INC	512	3	103,580.00	.00	103,580.00	02/06/2023		15858
			1903Tons Milling/ARPA-Rd	81625		38,060.00	0.00	38,060.00			
	DIST:		198-000-1980-56010.3			38,060.00					
			2664Tons Milling/ARPA-Rd	81768		53,280.00	0.00	53,280.00			
	DIST:		198-000-1980-56010.3			53,280.00					
			612Tons Milling/ARPA-Rd	81897		12,240.00	0.00	12,240.00			
	DIST:		198-000-1980-56010.3			12,240.00					
981774	CHK	A	HIGGINBOTHAM BROTHERS CONSTRUC	533	1	10,833.33	.00	10,833.33	02/06/2023		15858
			Higginbotham Feb23	208		10,833.33	0.00	10,833.33			
	DIST:		001-524-2500-53100			10,833.33					
981784	CHK	A	QUALITY INTERNET SERVICES OF F	349	3	10,679.82	.00	10,679.82	02/06/2023		15858
			9th Cycle Litter Pickup-C19	130849		10,520.82	0.00	10,520.82			
	DIST:		199-000-1990-56010			10,520.82					
			Internet Service 2.23	130972		318.00	0.00	159.00			
	DIST:		001-516-4000-54100			79.00					
	DIST:		139-739-9390-54100			80.00					
981787	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	12,279.52	.00	12,279.52	02/06/2023		15858
			E911 Oct22	2042		12,279.52	0.00	12,279.52			
	DIST:		104-521-2300-59125			514.36					
	DIST:		104-521-2300-59125			1,265.16					
	DIST:		104-521-2300-59125			6,647.60					
	DIST:		104-521-2300-59125			3,852.40					

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
981797	CHK	A	BAKER COUNTY SCHOOL BOARD	57	1	35,562.24	.00	35,562.24	02/06/2023		15860
			Impact Fee Oct-Dec22	OCT-DEC22IMPACT		35,562.24	0.00	35,562.24			
	DIST:		180-208100			36,288.00					
	DIST:		180-341300			725.76-					
981802	CHK	A	CLINTON THRIFT	941	1	7,000.00	.00	7,000.00	02/06/2023		15860
			HRA 2.23-BCSO	HRA-THRIFT02		7,000.00	0.00	7,000.00			
	DIST:		110-511-1000-54910			7,000.00					
981810	CHK	A	L V HIERS INC	267	18	15,746.75	.00	15,746.75	02/06/2023		15860
			210 gals reg gas-rd inv 155902	155902		679.56	0.00	679.56			
	DIST:		103-541-5500-55211			679.56					
			205 gals reg gas-rd inv 156219	156219		636.74	0.00	636.74			
	DIST:		103-541-5500-55211			636.74					
			407 gas reg gas-rd inv 156646	156646		1,250.45	0.00	1,250.45			
	DIST:		103-541-5500-55211			1,250.45					
			343 gals reg gas-rd inv 443077	443077		1,065.35	0.00	1,065.35			
	DIST:		103-541-5500-55211			1,065.35					
			302 gals DEF fuel-rd inv 44348	443489		872.78	0.00	872.78			
	DIST:		103-541-5500-55210			872.78					
			1100 gals dyed diesel-rd inv 4	443663		4,279.00	0.00	4,279.00			
	DIST:		103-541-5500-55211			4,279.00					
			1063 gals dyed diesel-rd inv 4	443680		4,453.97	0.00	4,453.97			
	DIST:		103-541-5500-55211			4,453.97					
			179 gals dyed diesel-rd inv 44	444029		750.02	0.00	750.02			
	DIST:		103-541-5500-55211			750.02					
			161 gals dyed diesel-rd inv 44	444037		674.59	0.00	674.59			
	DIST:		103-541-5500-55211			674.59					
			fuel pump repair-rd inv 444580	444580		526.20	0.00	526.20			
	DIST:		103-541-5500-54600			526.20					
			20.50Gal Fuel-Rec	445311		66.13	0.00	66.13			
	DIST:		001-572-3300-55211			66.13					
			15.50Gal Fuel-Maint	445331		50.02	0.00	50.02			
	DIST:		001-519-2100-55211			50.02					
			32Gal Fuel-Rec	445335		103.26	0.00	103.26			
	DIST:		001-572-3300-55211			103.26					
			22.80Gal Fuel-Main	445347		73.58	0.00	73.58			
	DIST:		001-519-2100-55211			73.58					
			11.80Gal Fuel-Rec	445404		38.07	0.00	38.07			
	DIST:		001-572-3300-55211			38.07					
			30Gal Fuel-Rec	445526		96.21	0.00	96.21			
	DIST:		001-572-3300-55211			96.21					
			18.80Gal Fuel-Maint	445535		60.29	0.00	60.29			
	DIST:		001-519-2100-55211			60.29					
			22Gal Fuel-AC	445621		70.53	0.00	70.53			
	DIST:		001-562-3400-55211			70.53					
981821	CHK	A	SOUTHERN CLEANING SERVICE INC	4364	1	5,267.00	.00	5,267.00	02/06/2023		15860
			#15590 CUSTODIAN 1.23	SOUTHERNCLEANIN-00		5,267.00	0.00	5,267.00			
	DIST:		001-603-1580-55210			214.00					
	DIST:		001-712-2000-55210			5,053.00					
981833	CHK	A	BLUE CROSS & BLUE SHIELD OF FL	72	3	53,856.89	.00	53,856.89	02/09/2023		15910
			#76217739 RETIREE 2.23	75308111S-049		3,965.88	0.00	3,965.88			
	DIST:		001-511-1100-52310			3,965.88					
			#76217741 HEALTH 2.23	75308113S-049		41,073.31	0.00	41,073.31			

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			DIST: 001-218101			41,073.31					
			#76217747 PPO 2.23			75308119S-049 8,817.70	0.00	8,817.70			
			DIST: 001-218101			8,817.70					
981850	CHK	A	L V HIERS INC	267	8	25,270.52	.00	25,270.52	02/09/2023		15910
			2021 gals dyed diesel-rd inv 1	156218		7,914.22	0.00	7,914.22			
			DIST: 103-541-5500-55211			7,914.22					
			2437 gals dyed diesel-rd inv 1	156710		9,835.74	0.00	9,835.74			
			DIST: 103-541-5500-55211			9,835.74					
			20.20Gal Fuel-Maint	443601		58.70	0.00	58.70			
			DIST: 001-519-2100-55211			58.70					
			313.20 gals reg gas-rd inv 444	444800		1,022.91	0.00	1,022.91			
			DIST: 103-541-5500-55211			1,022.91					
			1168 gals dyed diesel-Rd inv 4	445465		4,258.52	0.00	4,258.52			
			DIST: 103-541-5500-55211			4,258.52					
			328.20Gal Diesel-EMS	445551		1,426.36	0.00	1,426.36			
			DIST: 001-526-2700-55211			1,426.36					
			163 gals diesel-rd inv 445666	445666		683.52	0.00	683.52			
			DIST: 103-541-5500-55211			683.52					
			22Gal Fuel-Rec	445768		70.55	0.00	70.55			
			DIST: 001-572-3300-55211			70.55					
981855	CHK	A	NEW RIVER SOLID WASTE ASSOCIAT	317	2	24,257.02	.00	24,257.02	02/09/2023		15910
			Dec 2022 Advanced tipping fees	12.22ADV		5,695.62	0.00	5,695.62			
			DIST: 116-534-6500-53403			5,695.62					
			Dec 2022 BOCC tipping fees-sw	12.22BOCC		18,561.40	0.00	18,561.40			
			DIST: 116-534-6500-53403			18,561.40					
981856	CHK	A	NEXTRAN TRUCK CENTER	318	1	156,937.00	.00	156,937.00	02/09/2023		15910
			2023 Mack dump truck-approved	1-23020		156,937.00	0.00	156,937.00			
			DIST: 103-541-5500-56400			156,937.00					
981857	CHK	A	NORTH FLORIDA PROFESSIONAL SER	632	1	74,347.50	.00	74,347.50	02/09/2023		15910
			CR 127 Beech/Willie Wetland	17909		74,347.50	0.00	74,347.50			
			DIST: 600-541-7500-54604.10			74,347.50					
981861	CHK	A	PRITCHETT TRUCKING INC	344	1	22,203.73	.00	22,203.73	02/09/2023		15910
			50 loads limerock-rd inv 81181	81181		22,203.73	0.00	22,203.73			
			DIST: 103-541-5500-55300			22,203.73					
981866	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	460,820.00	.00	460,820.00	02/09/2023		15910
			BCSO 2.23	2056		460,820.00	0.00	460,820.00			
			DIST: 104-711-9000-59180			31,987.00					
			DIST: 104-525-7300-59180			48,130.00					
			DIST: 104-521-6900-59180			380,703.00					
981867	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	18,583.00	.00	18,583.00	02/09/2023		15910
			FDLE Grant 2.23	2057		18,583.00	0.00	18,583.00			
			DIST: 104-521-6900-59180			18,583.00					
981868	CHK	A	SOUTHEASTERN SERVICES INC	387	3	28,524.60	.00	28,524.60	02/09/2023		15910
			site attendants through 1/1/23	128496		9,177.48	0.00	9,177.48			
			DIST: 116-534-6500-53150			9,177.48					
			site attendants through 1/15/2	128500		9,673.56	0.00	9,673.56			
			DIST: 116-534-6500-53150			9,673.56					
			site attendants through 1/29/2	128506		9,673.56	0.00	9,673.56			

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			DIST: 116-534-6500-53150			9,673.56					
981876	CHK	A	MUNCY CONTRACTING LLC	4321	1	7,150.00	.00	7,150.00	02/09/2023		15915
			50%Dep Knabb Booth Demo-ARPA	FEB9.23		7,150.00	0.00	7,150.00			
			DIST: 198-000-1980-56010.8			7,150.00					
981887	CHK	A	JAMES MOORE, CPA	927	1	11,750.00	.00	11,750.00	02/14/2023		15934
			FY21 Cash To Accrual	769915		11,750.00	0.00	11,750.00			
			DIST: 001-511-1100-53200			11,750.00					
981888	CHK	A	KBT CONTRACTING CORP	2103	1	38,604.95	.00	38,604.95	02/14/2023		15934
			HVAC Replacement-HD	2022HD3		38,604.95	0.00	38,604.95			
			DIST: 001-564-3510-56412			38,604.95					
981892	CHK	A	MERIDIAN BEHAVIORAL HEALTHCARE	2354	1	16,250.00	.00	16,250.00	02/14/2023		15934
			Baker Act Oct22-Dec22	1516-803		16,250.00	0.00	16,250.00			
			DIST: 001-564-3510-58107			16,250.00					
981896	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	28,532.16	.00	28,532.16	02/14/2023		15934
			EMPA Jul22-Sep22	2062		28,532.16	0.00	28,532.16			
			DIST: 104-521-2300-58300			28,532.16					
981897	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	21,610.71	.00	21,610.71	02/14/2023		15934
			EMPA Oct22-Dec22	2063		21,610.71	0.00	21,610.71			
			DIST: 104-521-2300-58300			21,610.71					
981900	CHK	A	SUMMIT SUPPLY CORPORATION OF C	4394	2	26,019.20	.00	26,019.20	02/14/2023		15934
			Bleachers 6x/ Knabb Sports Com	84829		52,038.40	0.00	26,019.20			
			DIST: 198-000-1980-56010.8			23,261.70					
			DIST: 001-572-3300-56300			2,757.50					

Bank Number: 4 / Name: FIRST FEDERAL / Description: SHIP ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
2069	CHK	A	PARTRIDGE WELL DRILLING COMPAN	4374	2	8,769.63	.00	8,769.63	02/06/2023		15858
			T Crawford new well constructi	1CRAWFORD		4,384.93	0.00	4,384.93			
	DIST:		122-554-1095-53400			4,384.93					
			H Harper new well construction	1HARPER		4,384.70	0.00	4,384.70			
	DIST:		122-554-1095-53400			4,384.70					
2070	CHK	A	DUGARD CONSTRUCTION, INC	722	2	32,600.00	.00	32,600.00	02/09/2023		15910
			T Crawford new construction-Sh	2CRAWFORD		16,300.00	0.00	16,300.00			
	DIST:		122-554-1095-53400			16,300.00					
			MA Lee New Construction-Ship	2LEE		16,300.00	0.00	16,300.00			
	DIST:		122-554-1095-53400			16,300.00					
2071	CHK	A	SUPERIOR SEPTIC SERVICES, INC.	595	1	7,302.00	.00	7,302.00	02/14/2023		15934
			H Harper new septic constructi	1HARPER		7,302.00	0.00	7,302.00			
	DIST:		122-554-1095-53400			7,302.00					
REGISTER TOTALS Checks: 33 Voids: 0											
					71	1,403,092.05	0.00	1,403,092.05			

ARPA PHASE 1 & 2			Budgeted Amount	Expended Amount
Phase		Description		
1		Building Construction Fund- Fire Rescue	\$246,877	\$246,877
1		Emergency Services Communication Upgrade	\$900,000	893,069.05
1		Road Infrastructure Improvements = Reid Stafford & Millings	\$250,000	0
1		Facilities Infrastructure Improvements = Library, Admin, CDD, Fairgrounds	766,223	133,123.84
1		County Infrastructure Improvements = litter, overtime & lawn service	185,000	0
1		Incentive Pay to Eligible Workers	\$488,750	488,750
		TOTAL	\$2,836,850	\$1,761,820
2	BOCC	Emergency Services Communication Phase 2	900,000	0
2	Maint	Replacement Vehicle	35,000	0
2	Ag Ctr	Replacement Tables	8,400	8,110.00
2	Ext	Replacement Laptop	1,000	1039
2	Vet Svcs	Vehicle	35,000	42,601
2	Rec	Replacement Vehicle	40,000	0
2	Rec	Park Equipment	50,000	34,484
2	Rec	Demo 2-Story Announcers Booth	10,000	14,300
2	Rec	Replacement Restroom Facility	25,000	0
2	Rec	Replacement Mower	13,000	16,067
2	Rec	Replacement Field Groomer	13,000	14,595.00
2	Rec	Ground Cover	80,000	13,491
2	Rec	Park Facilities Improvements	200,000	
2	DevOps	Security Related	10,680	10,680
2	DevOps	Security Related	4,500	
2	DevOps	Large Format Scanner	8,000	4,641
2	Fire	Sanderson Fire Station	600,000	
2	Fire	Cuyler Fire Station	250,000	
2	Fire	Thermal Camera	10,000	13,650
2	Transport	Replacement Office Furniture	2,000	
2	Transport	Replacement Equipment	5,000	
2	Rescue	Headquarters Reno= Paint and Flooring	50,000	29,400
2	SW	Replacement Compactor Unit	34,500	31,396
2	SW	Replacement of Dumpsters - 40 yard	27,500	20,406
2	SW	Replacement of Dumpsters - 20 Yard	18,000	28,150
2	SW	Replacement of Collection Site Attendant Building	5,000	
2	SW	Collection Site Improvements	55,000	
2	SW	Collection Site Security Cameras	10,000	
2	BCSO	Body Worn Cameras	99,681	
2	Court Fac.	Security Improvements	200,000	
2	Em Mng.	Transfer Switch	30,000	20,000
2	Contingency	Contingency	6,589	303010
		TOTAL	2,836,850	606020

GREG GAINEY

(904) 626-3234
g.gainey@icloud.com

26918 County Road 250
Sanderson FL 32087
United States

Profile

I am a 57 year old Baker County Native that was born in Fraser's Hospital in 1965. I attended School at Taylor School, Westside Elementary, Baker County Middle School, and Baker County High School and graduated in 1983. A lifelong resident of Taylor, Florida. As a lifelong resident of Baker County I have only worked outside of our great county for a brief period of time after high school graduation in 1983. I worked for Winn Dixie Warehouse in 1983. I was hired and reported for duty at Wiremil Incorporated in Sanderson on December 7, 1983. I worked full-time at the Wiremil until May of 2003 when I took a job with Baker County EMS that would last until retirement in November of 2020. I am currently employed full-time with Gateway Pest Control in Glen St. Mary, Florida. When I became an EMT there were many people that worked here for a short time to get experience, and then left for other places that paid more money or had better benefits. I never considered that option because for me I intended to work in MY community as a first responder where MY family, friends, and loved one's live and work. It was never a decision for me because the decision to work here and only here was made before I was ever hired at Baker County EMS.

Experience

I volunteered with the Baker County Volunteer Fire Department from 1986 until 2003. I was a member of BCVFD at Station 40 in Taylor. The fact that in our area the rescue units were over 10 minutes away prompted me in 1997 to enroll and attend Lake City Community College to attain my EMT Certification. I finished the certificate program in December of 1997. I have been and continue to be a State Certified EMT. After attaining my EMT Cert, I continued to volunteer with BCVFD in Taylor. I worked part time one year with Century Ambulance Company in Lake City, Florida. In 1998 I accepted a part time job with Baker County EMS. I worked for Baker County EMS part time until 2003. In May of 2003 I was offered and accepted a full time position with BCEMS. I continued to work until I retired in November of 2020. In all those years I worked under three separate administrations. Rick Clark was the EMS Director when I was hired. After he retired, I worked under David Richardson for 12 years. David retired and I worked under Trevor Nelson until my retirement in 2020. I also hold a Firefighter One Certificate which qualifies me as a Volunteer Firefighter. I believe that my many years of experience as an EMT and a Volunteer Firefighter would make me well qualified to be a member of the Vision Committee. As a life long resident and native of Baker County coupled with my years of serving my community in public service would give me great insight into

helping to consider and aid in making plans on where our department goes in the future.

Education

Lake City Community College



Kayla Riggs

From: Trevor Nelson
Sent: Saturday, December 10, 2022 3:58 PM
To: Sara Little
Subject: Fwd: BCFR Vision Committee Membership
Attachments: Michael Dowie Resume.docx

B. Trevor Nelson, MPA, BAS, RPM, FF
Fire Rescue Chief
Fire Safety Inspector #228218
Baker County Fire Rescue
1190 West Macclenny Avenue
Macclenny, FL 32063
(904) 259-0229 Office
(904) 742-1486 Cell

Begin forwarded message:

From: Michael Dowie <mdowie2345@gmail.com>
Date: December 10, 2022 at 3:20:11 PM EST
To: Fire Rescue Recruitment <recruitment@bakercountyfl.org>
Subject: **BCFR Vision Committee Membership**

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attached is my resume for membership consideration in the upcoming Baker County Fire Rescue Vision Committee. If you have any questions, please use either my email or cell (904)813-5317.

Thank you,

Mike Dowie

12/10/2022

Michael Dowie

(904)813-5317

mdowie2345@gmail.com

Objective

Serve as a member of Baker County Fire Rescue's Vision Committee

Education

Florida Community College at Jacksonville

12/17/1997 Paramedic Technical Certificate

Waldorf University

11/28/2017 AA Fire Science

10/13/2018 BS Fire Science Administration (Summa Cum Laude)

Work History

Telecommunications Center Operator 12/1989-12/1996 Florida Army National Guard

Medical Specialist (Medic) 05/1998-06/2014 United States Army Reserve

Fire Chief 1995-1999/2004-2007 Hilliard Volunteer Fire Department

Engineer/Paramedic 01/1999-09/2004 Nassau County Fire Rescue

Paramedic 01/2007-10/2007 Baker County EMS

Paramedic 10/2004-12/2021 Ed Fraser Memorial Hospital

Firefighter/Lead Paramedic 10/2007-Present Fernandina Beach Fire Department

Experience and Certifications

- 24 years of experience as a Florida certified paramedic, which includes employment in rural and municipal EMS, primary care, urgent care, occupational health, emergency room, flight services dispatcher, and trauma center. I currently hold an IBSC Tactical Paramedic Certification.
- Retired with 22 years of military experience in the National Guard and Army Reserve. During that time, I served as a radio operator, paratrooper, medic, drill sergeant, and EMT instructor.
- I currently work as a Firefighter/Lead Paramedic with the Fernandina Beach Fire Department. In addition to firefighting, my duties include, managing patient care at emergency scenes, development of emergency medical treatment protocols, scheduling and managing training, participating in the EMS Quality Assurance Committee, and serving as the lead instructor for the department's active shooter response program. I also serve as the department's honor guard commander.

- In addition to having 27 years firefighting experience, I hold certifications in: Firefighter II, Pump Operator, Fire Officer I, Fire Inspector I, Fire Instructor III, Live Fire Training Instructor I, Public Fire and Life Safety Educator, Health and Safety Officer, Incident Safety Officer, and Aircraft Rescue Firefighter. I have served in county and municipal departments in both career and volunteer firefighting roles.
- I have six years of experience with Baker County Fire Rescue as a former volunteer firefighter, where I served as a captain and the department's safety and training officer. My responsibilities included managing the department's safety and firefighting training programs for both career and volunteer personnel, which included developing, scheduling, and teaching classes, maintaining training records, recommending purchasing of training materials, and serving as the lead instructor for both Firefighter I and Emergency Medical Responder.

Awards

- 2003 Nassau County Fire Rescue Firefighter of the Year
- 2022 Fernandina Beach Fire Department Firefighter of the Year
- Fernandina Beach Fire Department awards: Exceptional Duty Commendation, Armed Forces Service Citation, two Unit Citations, four EMS Save Awards, Educational Achievement Citation, 15-Year Service Citation.
- *The National Society of the Sons of the American Revolution* Fire Safety Commendation Award

My desire to serve as a member of the Baker County Fire Rescue Vision Committee is based upon multiple rationales. Having served as a volunteer firefighter with what was originally Baker County Fire Department and participated in the transition to its current form, I would like to continue to have input into the future growth and development of this relatively young department. While serving as a Baker County volunteer firefighter, I was present at many of the original committee's meetings, so I am familiar with their work and am able to build upon their vision for the future of this department. My current fire department employer is progressive in its firefighting and EMS practices and is highly customer service oriented. I believe that my experience in this type of organizational culture may be beneficial to the committee. Additionally, as a resident of Baker County, along with my wife, children, and wife's family, I have a vested interest in seeing that they, along with the rest of my fellow citizens, receive the best firefighting and EMS services possible by a department they can continue to be proud of.

Candy L Parrott
7560 S 125 CR
MacClenny, FL 32063
(904) 635-7765
Candy_parrott@yahoo.com

Objective: To obtain the position that will capitalize on my uncompromised disposition in nursing and quality management, while creating new opportunities to develop staff.

Chamberlain College of Nursing – BSN obtained 07/2017
Florida Community College of Jacksonville – ADN obtained 12/2006

Experience:

Ed Fraser Memorial Hospital <i>Nurse Manager – Inpatient Unit</i>	07/2022 - Current
Sunbelt Staffing Agency <i>Tampa General Hospital</i>	04/2022 – 07/2022
Nightengale Travel Agency <i>Southeast Brunswick Health System</i> <i>South Miami Hospital</i> <i>Altru Health System</i>	02/2021 – 09/2021 09/2021 – 12/2021 12/2021 – 03/2022
UF Health – Jacksonville <u>Flex team – PRN</u> Rapid Response, PICU, SICU, MICU, CVICU, ED, PACU Progressive units: I filled the needs of the hospital – I have the skill set to fill any need within the hospital bedside setting.	11/2020 – Sept 2021
Mayo Clinic – Jacksonville <u>Heart/Lung transplant/Neuro SICU – Registered Nurse</u> <u>Ambulatory</u> Piloted STAR RRT program, Epic Super User, SWAT team along with unit staffing. Coordinated combo cases with Cardiothoracic, Neurosurgery and Oncology surgeon cases for removal of sarcomas, pheochromocytoma tumors, melanoma; Plastic surgery and Oncology Surgeons for combination breast cancer with reconstruction.	11/17 – March 2021
UF Health - Jacksonville <u>Rapid Response – Registered Nurse</u>	10/14 – 11/17

First responder to 695 bed trauma center for patient, visitor or employee with critical care needs: Codes, Stroke alerts, Chest pain and Sepsis alerts. Proactive safety rounds on high-risk patients. Presentations/mentor new nurses to the culture of UF Health hospital. I was a BLS instructor and TNCC certified, but currently hold certifications as follows: CCRN, and WTA certification.

Trauma/Neuro SICU– Registered Nurse

03/11 – 10/14

Level 1 trauma center surgical ICU, Charge nurse experience for 28 bed unit (2 years), Skills fair taught ICP monitoring. Procedure Circulator, avid advocate for patients/development bedside leader (RN's/students and other unit professionals), Moderate sedation: Unit and Bronchoscopy Lab, Unit Council Co-chair.

Renal Transplant RN/Coordinator - Registered Nurse

01/07 – 03/11

Managed renal allograft patients pre/post transplant, renal biopsy and general medical surgical patients. Orchestrated the delivery of quality care and awarded 2-years PRC satisfaction scores in unit. Held Chair position of unit-based council. I managed pre/post-transplant office for a staff.

Exam Management Services, Inc.

12/03 - 09/05

Paramedical Examiner - Traveled state of Florida for collection of specimens and data collection.

BioLife Plasma Services, Inc. (Subsidiary Baxter)

11/01 – 08/03

Interim Manager/Management Staffing/Plasmapheresis Center

New Hire Orientation/Area specific Training, SOP revisions, Annual reviews
Internal/External audit management (FDA, Baxter, Bayer) Lab testing/Review - RTR/NAT (Viral Markers), SPE/RPR, Antibody/Drug Testing, Therapeutic (IVIG)/Non Injectable (Test Reagents), Auto-C Operation/Maintenance (Plasmapheresis equipment) per schematics.
Managed a staff of 25 including physician medical staff.

Professional references available upon request

Chief Nelson,

I would like to take a moment to introduce myself to you. I am Candy Parrott, RN. I am a seasoned ICU nurse with a diverse healthcare background. I have worked in large healthcare systems and small rural hospitals. I have volunteered in my old community for events to numerous to count (Donor appreciation, assisted living events, nursing home visitation, event planning (200 + attendees) and held a VP position for disabled community in Jacksonville.

I am a care giver by nature. I know that if I do not fill the call when there is need, who will?

I am new to the Baker County area, so this will give a fresh perspective. I moved here for a different view, so how the leaders have preserved the values of this community is so refreshing. I would love to volunteer my time to see this place grown without spoiling the hometown feel.

I raised my children in Oceanway community, which had a similar feel as it does here in Baker County in 2001. I wanted to raise my boys, which are now men. I exampled to them, how to be neighborly and if a person is in need, how to fill it without thought to cost of time or money.

I hear reports of those who have crossed their paths, they have taken up the torch and carry-on in my footsteps. It just does a heart good to see them excelling in life with hearts to serve, examples of fine men with traditional values for family, friends, and community.

I see the expanse of new housing in our community and without wise counsels this place will change in ways most of the current residents will not want, but I know also change is inevitable. Oceanway is not the same neighborhood I raised my children, so it is our duty to be watchmen on guard to this coming change and to make it a place which is safe, and environmentally sound for the future for generations to come (new and old residents).

My hope is to bring my unique insight to our community. I believe, I would be a good addition to your committee, if you agree I look forward to working hand in hand with you in the future.

Sincerely,

Candy Parrott

Kayla Riggs

From: Trevor Nelson
Sent: Thursday, December 15, 2022 4:06 PM
To: Sara Little
Subject: Fwd: Fire Vision Committee

B. Trevor Nelson, MPA, BAS, RPM, FF
Fire Rescue Chief
Fire Safety Inspector #228218
Baker County Fire Rescue
1190 West Macclenny Avenue
Macclenny, FL 32063
(904) 259-0229 Office
(904) 742-1486 Cell

Begin forwarded message:

From: Mark Akins <mark@bakerbusinesscenter.com>
Date: December 15, 2022 at 4:05:12 PM EST
To: Fire Rescue Recruitment <recruitment@bakercountyfl.org>
Subject: Fire Vision Committee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chief Nelson,

Thank you for inviting me to participate in the Baker County Fire Vision Committee. I do believe, with my extensive military, business, security, and threat modeling background, I would bring value to your committee. While I recently vacated my volunteer position with the LPA committee due to my commitments, since this committee will be limited to three or four meetings, I am honored to accept your invitation.

Kind Regards,

Mark Akins
CISSP, CISA, MCSE +S, PCI-SME
Baker Business Center



904-397-0458 Office

561-866-6887 Cell
11 South Blvd E
Macclenny, Florida 32063
<https://www.bakerbusinesscenter.com>



Mark Alan Akins
6328 Michele Road
Macclenny, Florida 32063
(561) 866-6887 Cellular
mark@akinsholdinggroup.com

Summary of Qualifications

I am a highly qualified senior security engineer/ penetration tester/ network architect / GRC auditor with over 20 years of operational experience managing organizations, people, and computer systems in a diverse cultural (international) environment. I am results-oriented and recognized for exceptional problem-solving, communication, and motivational skills, as well as the ability to negotiate, deal and close successfully across cultural barriers. I am bilingual (English/Spanish) with international management experience, including North America, South America, Europe, and Australia. What is more, I am an honorably discharged United States Veteran with an *inactive* Top-Secret SCI security clearance.

Current Experience

December 2019 to the present Macclenny, FL
IT Security Consulting / Penetration Tester

- Contract CISO services
- PCI Subject Matter Expert/ PCI Consulting / ten years as a QSA
- Network and Application Penetration Testing Services
- Vulnerability Assessments with over ten years working with Tenable and Nexpose
- Secure Architecture design
- HIPAA Security Assessments
- SSAE18 SOCII Auditor
- Sarbanes Oxley Auditor
- Segmentation testing
- Cloud Security Assessments

Past Experience

2018 to December 2019 Advanced Disposal Ponte Vedra Beach, FL
Senior Security Engineer / Security Architect / PCI QSA

- Contractor recruited to help the organization achieve PCI DSS compliance on their eCommerce initiative in Amazon Web Services.
- Worked with operations to design, deploy, and test the organization's PCI-compliant, autoscaling cloud architecture on the AWS platform.
- I worked with the development team to ensure compliance with PCI secure development practices.
- I perform Network and Web vulnerability scanning and penetration testing.
- I worked with the PMO team to develop PCI project priorities and deadlines.
- Worked with senior management to develop policies and procedures that complied with the PCI Data Security Standard
- Performed the organization's PCI Risk Assessment and worked with senior management and the organization's in-house legal counsel to finalize the organization's PCI incident response plan.
- A public announcement on 4/14/19 disclosed that Waste Management would purchase Advanced Disposal. Since this announcement, I was asked to stay on as a contractor until 2020 and have refocused my existing work to ensure the security team and overall cybersecurity program is aligned with business goals.
- Implemented a vulnerability management program with Tenable Nessus that exposed equipment misconfigurations and missing

software patches.

- Performed blue teaming exercises with Tenable Nessus Professional to scan for malware using known bad hashes and Yara rules.
- Implemented Tenable Nessus Professional to evaluate device configurations against CIS and STIG hardening standards.

2010 – December 2018 1st Secure IT, LLC. Coral Springs, FL

Managing Partner/ Senior Penetration Tester/ PCI QSA

- Annual gross revenues of \$5 million.
- Managed penetration testing vertical with 30 global employees. Proficiency with Core Impact, Kali Linux, Tenable Nessus, Rapid 7 Nexpose, and Acunetix.
- Managed thirteen employees and contractors for international customer engagements.
- Qualified Security Assessor (QSA) for the Payment Card Industry Security Standards Council since 2010.
- Experian Independent Third-Party Assessor
- SSAE18 SOCII Auditor
- Sarbanes Oxley Auditor
- I have worked with clientele to architect/design and segment PCI-compliant brick-and-mortar/cloud environments that minimize the scope of their compliance efforts.
- Sold business in December 2018.

2010 – 2017 Itsy Bitsy Kids, Inc. Coconut Creek, FL

Partner / COO

- Annual gross revenues of \$2 Million.
- My spouse and I managed 48 employees between two locations
- Accounting, HR, Payroll, Lease negotiations, property improvements
- Employee insurance, policies, and procedures, Employee Professional Development
- Selection and implementation of PCI Compliant POS technologies, payment processing, and camera systems.
- Sold business in 2017.

2004 – 2014 Advantage Networking, Inc. Deerfield Beach, FL

Partner / Consultant

- Annual gross revenue of \$3 million.
- I hold several industry certifications including CISSP, CISA, Security+, CTT+, Project+, Server+, Linux+, MCSE, and MCNE
- As a Certified Technical Trainer, I have provided CompTIA and Certified Novell training for adult students attending class at the Florida Atlantic University Department of Continuing Education.
- I have served as the lead consultant / Project Manager on projects for the Sun-Sentinel, Domino Sugar, Infinity Broadcasting, The Hanley Center of Palm Beach, the Palm Beach State Attorneys office, and I take special pride in working with non-profit and educational organizations - most notably the American Red Cross in Palm Beach County, FL.
- Proficient in Debian, Centos, RedHat, Ubuntu, SUSE Linux, and Microsoft product offerings.
- Sold business in 2014

2002- 2004 Law Firm of Becker & Poliakoff, P.A. Fort Lauderdale, FL

Director of Information Technology

- Management of 20 direct technical reports.
- Project Manager/Lead Engineer in LAN and WAN implementation

projects. I upgraded 100 servers to Suse Linux, Novell eDirectory, and Windows 2003. I utilized project management methodology and tools for planning and scheduling. Kept projects within budget and improved the quality of implementation processes.

- I evaluated computer and network hardware, services, and software to provide technical and financial analysis of products and service providers. Performed cost-benefit analysis, appropriated capital funds, and wrote purchase requisitions. I provided the purchasing department with vendor selection criteria and kept capital and operational costs within the 2.5 million budget.
- Designed the firm's Internet environment. Implemented bridging and routing solutions for LANs, WANs, VPNs, and Internet firewall IDS security. Managed use of Internet address and Domain Namespaces. Provided end-users access to cost-effective inter-company Portal, Electronic Mail, File Services with Citrix, and Database Applications.
- Implemented and managed network security. Utilized industry-standard security practices, such as firewalls and encryption, to prevent vulnerabilities during Internet and Virtual Private Network (VPN) data transactions. I have also implemented security standards within the enterprise to disallow unauthorized infrastructure and corporate data access. I have also successfully protected corporate assets from being maliciously altered or destroyed.
- I oversaw system-management support for a large, international client-server environment and instituted management policy for network operating systems. I provided support for network applications and managed desktop support personnel to maintain an optimum desktop environment for several hundred end-users, 24 hours a day, seven days a week.

2000-2002

SoftDev

Boca Raton, FL

Vice President of Technology

Consultant / Trainer / Project Manager

- Project manager and lead consultant for numerous customers. I managed the daily productivity of several technical reports. My product experience includes most of the product lines from Novell (including Identity Management), Microsoft, and Citrix.
- I taught CompTIA A+, N+, and the Certified Novell Engineer classes for SoftDev and the Florida Atlantic University Department of Continuing Education.

1998-2000

Pace Micro Technology

Boca Raton, FL

Technical Service Manager for Latin America

- Recruited to direct, expand, and develop Latin American manufacturer warranty service operations aligned with corporate budgets and objectives. I managed third-party contractors in four countries and served as an advisor for in-warranty services in Brazil.
- Designed and implemented a comprehensive, well-planned service policy to improve warranty service operations in Mexico above and beyond our competitor's service. Reduced the warranty service response time from 2 weeks to 24 hours.
- Generated monthly service S.O.F.T. Reports for the region. (Strengths, Opportunities, Failures, and Threats)
- Published and distributed a customer service guide to Pace Latin America warranty service in Mexico and Colombia. Dramatically Increased customer understanding of warranty operations, thereby streamlining the repair

process.

1996-1998 Inacom Information Systems Ft Lauderdale, FL
Computer and Network Systems Client Service Manager

- Managed, directed, and performed the installation, maintenance, warranty repair, overhaul, and modification of IBM, HP, and Compaq computers/laptops and HP and IBM printers.
- Directly supervised a staff of six technical reports.
- Directed and served on sales engineering consulting teams organized to evaluate customer needs.

1988-1996 United States Air Force

Director of Information Systems

- Managed and coordinated all software and maintenance actions for over \$750,000 of automated data processing equipment.
- I researched and developed a technical solution for a squadron LAN – Saved the government over \$270,000 on vendor bids.
- Operated squadron Help Desk - single-handedly provided MS Office and Windows computer support for 275 personnel.

**Space Systems Equipment Maintenance Technician (Second Tour)
Bomber Defensive Avionics and Communications Technician (first Tour)**

- Installed, Troubleshoot, and maintained receivers, transmitters, and antennas for numerous government-secure satellite systems.
- Spearheaded all satellite tracking software upgrades and debugging.
- I organized and implemented technical training courses for recruits - speeding proficiency.
- Troubleshoot and maintained Bomber VLF, LF, HF, VHF, and UHF frequency receivers and transmitters
- Troubleshoot and maintained Bomber electronic countermeasure receivers and transmitters.
- US Top Secret (SCI) Clearance, expired in 1996

Education

1988-Present

COMPTIA

A+, N+, CTT+, Linux+, Security+, Project Management +

ISACA

Certified Information Systems Auditor (CISA)

Credential ID: 0979624

ISC2

Certified Information systems Security Professional (CISSP)

Credential ID: 57413

Core Security

Core Impact Certified Professional (CICP)

PCI SSC

Payment-Card Industry Qualified Security Assessor (PCI-QSA)
Credential ID: 201-052 (expired in 2020)

Microsoft

Microsoft Certified Professional (MCP)
Microsoft Certified Systems Administrator
MCSE +S 2000 and 2003

Novell

Master Certified Novell Engineer / Certified Novell Instructor
SUSE Linux
GroupWise Specialist
Border Manager Specialist
Zenworks specialist
Extensive Experience with eDirectory and x500 standards
Experience with Netware 3, 4, 5, 6 and 6.5

BA, Business Professional Management

NOVA South Eastern University
Currently Pursuing this degree, two classes short of my Bachelor's degree.

AA, AVIONICS TECHNOLOGY

Community College of the Air Force

Member FBI Infragard

Member ISSA

Member ISACA

Member ISC2

Member Miami Electronic Crimes Task Force

References available upon request.

Subject: Fire Vision Committee

Importance: High

Chief Nelson,

Thank you for inviting me to participate in the Baker County Fire Vision Committee. I do believe, with my extensive military, business, security, and threat modeling background, I would bring value to your committee. While I recently vacated my volunteer position with the LPA committee due to my commitments, since this committee will be limited to three or four meetings, I am honored to accept your invitation.

Kind Regards,

<image001.png>

Mark Akins

CISSP, CISA, MCSE +S, PCI-SME

Baker Business Center

<image002.png>

904-397-0458 Office

561-866-6887 Cell

11 South Blvd E

Macclenny, Florida 32063

<https://www.bakerbusinesscenter.com>

Please be advised that Florida has a broad public records law, and all correspondence to me via email may be subject to disclosure. Under Florida records law (SB80 effective 7-01-06), email addresses are public records. If you do not want your email address released in response to a public records request, do not send public records request to this entity. Instead, contact this office by phone or in writing.

Kayla Riggs

From: Trevor Nelson
Sent: Monday, December 5, 2022 12:47 PM
To: Sara Little
Subject: Fwd: Fire Vision Committee
Attachments: Warnick Resume Baker County Vision.docx

Here's an interested citizen.

B. Trevor Nelson, MPA, BAS, RPM, FF
Fire Rescue Chief
Fire Safety Inspector #228218
Baker County Fire Rescue
1190 West Macclenny Avenue
Macclenny, FL 32063
(904) 259-0229 Office
(904) 742-1486 Cell

Begin forwarded message:

From: Donald Warnick <dcwarn@yahoo.com>
Date: December 5, 2022 at 12:42:54 PM EST
To: Fire Rescue Recruitment <recruitment@bakercountyfl.org>
Subject: Fire Vision Committee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chief Nelson and Committee members,

My wife Bonnie and I moved to Baker County in March of this year. I am a retired Air Force firefighter, and have since worked as a fire inspector in North Carolina, Georgia, and Naples, Italy, before accepting my current assignment at NAS Jacksonville. I have watched the opening of the new fire station in Glen Saint Mary, and I follow the Facebook page. I'm amazed at the progress the county has made in the past five years. I am happy to be a resident of Baker County and have been contemplating how I can serve the community; perhaps this is an opportunity. If my condensed resume (attached) demonstrates any means that I can be of assistance, i would be happy to serve on the committee.

Donald Warnick (Don)
11643 E Confederate Drive
Glen St Mary, FL 32040
904-397-9249
dcwarn@yahoo.com

Donald W Warnick
11643 E Confederate Drive
Glen St Mary FL 23040
904-397-9249 / dcwarn@yahoo.com

Fire Inspector First Coast Navy Fire & Emergency Services, Jacksonville, FL,
Fire inspector responsible for a myriad of occupancies, to include business, industrial, assembly, detention and correctional, lodging, hotels and dormitories, mercantile, and storage facilities. Member of committee seeking fire department accreditation.

Lead Fire Inspector

Naval Support Activity Naples (Italy) Fire & Emergency Services 7/2014 - 3/2022
Managed the Fire Prevention program. Reviewed project design specifications for all construction projects; ensured plans were in compliance with applicable safety codes. Developed training programs for crowd management, childcare providers, medical staff, and seasonal campaigns. Key member of accreditation team (department awarded Commission on Fire Accreditation International (CFAI) accreditation 2021. NSA Naples Fire & Emergency Services selected as best small fire department in the Navy (2021).

Fire Inspector Fort Stewart / Hunter Army Airfield Fire & Emergency Services, Savannah, GA

Fire inspector responsible for a myriad of occupancies, to include industrial, assembly, business, mercantile, and storage facilities. Regularly reviewed inspection, testing, and maintenance of fire detection and suppression systems, to include commercial cooking facilities. Discovered and documented hood system cleaning deficiencies resulting in facility closures and emergency funding for corrective actions. Member of team selected as best fire prevention program in the Army.

Fire inspector MCAS Cherry Point Fire & Emergency Services, Havelock, NC
Member of team selected as best fire prevention program in the Marine Corps.

U.S. Air Force Fire Protection Specialist 8/1984 - 5/2004

Twenty year career as an active duty Air Force firefighter; progressing from firefighter to Assistant Chief of Fire Prevention. Assignments included Non-Commissioned Officer-in-Charge of Fire Alarm Communications (Dispatchers), Battalion Chief of Operations, and Assistant Chief of Fire Prevention (fire inspectors).

Education:

Bachelor's degree The University of Arizona Global Campus Complementary and Alternative health (Minor in Sociology)

Associates degree Community College of the Air Force

IFSAC certifications; Fire Officer III, Fire Instructor III, Fire Inspector III, Hazmat incident Technician / Incident Commander / T-n-T, Airport Firefighter, Public Telecommunicator II

Pro-Board certification: Fire Investigations (Alabama Fire College)

From: Douglas Parker <douglas.parker@bakercountyfl.org>

Sent: Wednesday, February 15, 2023 2:45 PM

To: Sara Little <sara.little@bakercountyfl.org>

Subject: Re: Vision committee

I've been employed by Baker County EMS / BCFR since 2010 started as EMT then obtained my Paramedic license after 2 years of employment. Advanced Life Support and Basic Life support certified. Recently obtained Fire Standards in December. Worked as a lead paramedic at every station in the county for years. Raised in Baker County and graduated from Baker County High School in 1994.



Baker County
Community Development Department

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-3354
Fax (904) 259-5057

STAFF REPORT

DATE: February 1, 2023

TO: Baker County Local Planning Agency

THROUGH: Allen Cross, Chair

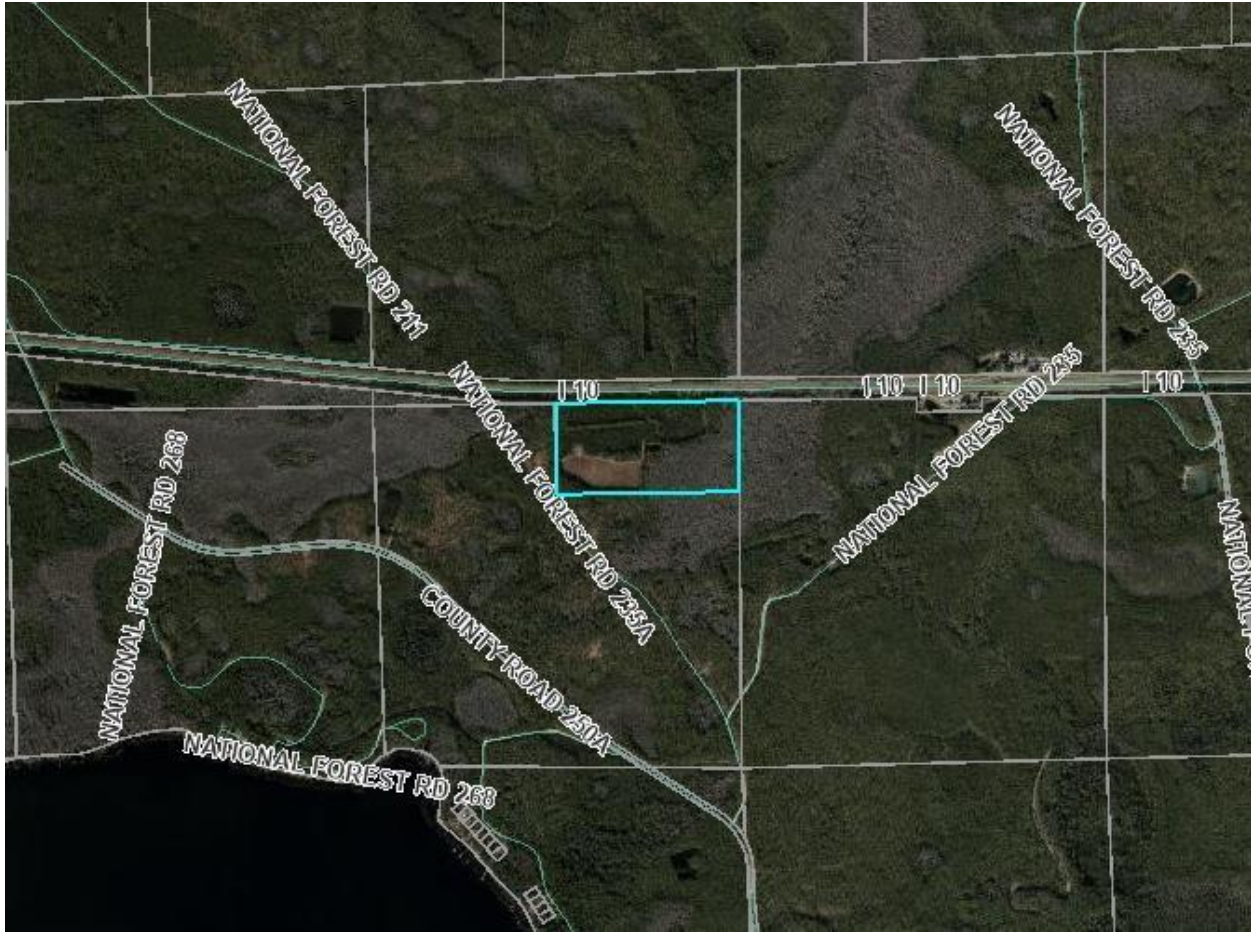
FROM: Jack Shad, Interim Director
Community Development Department

RE: Staff Report
Special Use Application – Telecommunications Tower
National Forest Road 235A, Sanderson

DESCRIPTION

The subject property is located along National Forest Road 235A (Parcel ID 09-3S-19-0000-0000-0010). The tower site is a 100 by 100 square foot area within the larger 80 acre parent parcel, located within the 266,000 acre Osceola National Forest. The applicant is Kendall Lotze with Ignite Wireless, LLC, acting as agent for the leaseholder, Cityswitch II-A. The Future Land use designation is Conservation. The Zoning Designation is Agriculture 10 Conservation. The 80 acre parent parcel is vacant.

The application seeks approval of a Special Use Permit for a Wireless Telecommunications Facility. This use is specifically permitted in any zoning district subject to the criteria set forth in Section 24-235 of the LDRs. The Board of County Commissioners shall hold a public hearing to consider authorizing the construction of the proposed tower.



Special Use Permit for Wireless Telecommunications Facility

Section 24-235 of the LDRs establishes the review standard for a wireless telecommunications tower (Special Use permit):

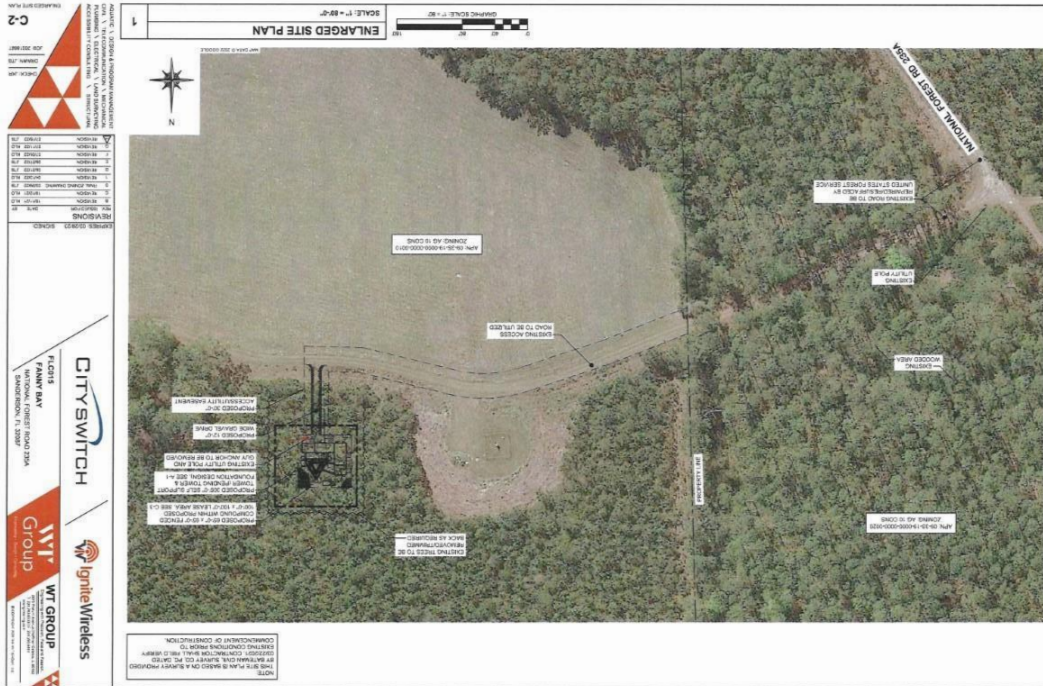
Minimum Distance of towers from residential zones:

The tower shall not be less than 200 feet from the nearest residential lot line of any residential district or from any parcel containing a residence in an agricultural district except that in the agricultural districts the communication tower may be closer to a parcel boundary provided it remains a minimum of 400 feet from any residence existing at the time of approval.

The tower site is in the middle of the Osceola National Forest, and appears to be over 4,000 feet from the nearest residential structure.

Maximum Height

If constructed for a single user, the maximum height is 90 feet. If constructed for two users, the maximum height is 250 feet and for three or more users, the maximum height is 330 feet.



The request is for approval of self supported tower with a height of 305 feet. At this height, the applicant must construct a tower with sufficient excess capacity over the initial single user loading for one or more additional comparable users and consent in writing with the county to permit one or more additional comparable communication providers to use the proposed tower where feasible and subject to reasonable terms.

According to the applicant, the proposed tower is designed for use by up to 4 service providers, and “will be constructed for and made available for collocation.. at commercially reasonable rates.”

Illumination

The applicant has confirmed that there will be no artificial lighting except that required by the FCC.

Finished Color

The application indicates that the proposed tower will be a “gray galvanized steel self-support tower with a lightning rod and without guyed wires.”

Advertising

Neither the communication tower nor tower site may be used for advertising purposes (signs).

Landscaping

The applicant has requested a landscaping waiver due to the remote nature of the site: “the entire project and all sides of the tower compound are located adjacent to undevelopable lands and lands not in public view” according to the applicant.

Compatibility with Existing Contiguous Uses

All of the nearby property is owned by the US Forest Service, which has agreed to the lease.

Impact on Adjacent Property Values

All of the nearby property is owned by the US Forest Service, which has agreed to the lease.

Certification of Compliance Required

Prior to receiving final inspection, adequate proof shall be submitted to the Community Development Department documenting that the communication tower complies with current FCC regulations and non-ionizing electromagnetic/radiation (NICER) and that the radio frequency levels meet the American National Standards Institute. Staff recommends this note be added to the plans and made a condition of approval.

Engineering Design Review

The Baker County Building Official has not reviewed or approved the structural plans for the proposed facility because they have not been provided.

LPA REVIEW

The local planning agency is reviewing this application at their regular meeting session on February 9, 2023.

BOARD ACTION

For Wireless Communication Towers, the Board of County Commissioners shall hold a public hearing in addition to that held by the LPA on the requested Special Use Permit and any decision rendered by the Board during its this hearing shall be deemed final.

If the BCC determines that sufficient factual data has been presented it may:

- Approve the request as submitted
- Approve the request with conditions
- Deny the request

STAFF RECOMMENDATION

Staff recommends approval of the requested Special Use Permit for a Wireless Communications Tower to be located along National Forest Road 235A (Parcel ID 09-3S-19-0000-0000-0010).

Staff also recommends approval of a variance to waive the typical landscaping requirements for telecommunications towers due to the remote nature of the site.





**Baker County
Community Development Department**

360 East Shuey Avenue
Macclenny, Florida 32063
Phone (904) 259-2403
Fax (904) 259-5057

STAFF REPORT

DATE: February 6, 2022
TO: Baker County Land Planning Agency
THROUGH: Allen Cross, Chair
FROM: Jack Shad, Interim Director
Community Development Department
RE: EXEMPTION TO SUBDIVISION REQUIREMENTS
West side of County Road 127, north of County Road 125
Parcel No. 17-1S-21-0000-0000-0070

BACKGROUND

Dustin and Jessica Workman have submitted an application with the Baker County Community Development Department requesting an **EXEMPTION TO SUBDIVISION REQUIREMENTS FOR PRELIMINARY REVIEW**. The applicants were sold a 20 acre piece of property which was not properly subdivided by the previous owner, and have decided to go through the subdivision process themselves rather than waiting on him to resolve the situation.

The Applicants propose a single unit subdivision for a portion of parcel number 17-1S-21-0000-0000-0070 located on the east side of County Road 127, north of the intersection with County Road 125.

The parcel was part of very large property that was owned by International Paper until 2002. In 2007, the property was acquired by Olin Wooten, who began carving off individual lots illegally and selling them in 2021. The County is pursuing a code enforcement action against Mr. Wooten for illegally subdividing 5 lots.

INTENT

The subject parcel has a land use designation of Agriculture A (AG A) and a zoning district of Agriculture 10 (AG 10). The Applicants propose the subdivision exemption in order to make their lot conforming so they can build their house on it.

The lot has direct access onto County Road 127, a County-maintained, paved road.

The subject parcel is bound by the following land use designations and zoning districts:

North: Agriculture A, Agriculture 10

South: Agriculture A, Agriculture 10

East: Agriculture B, Agriculture 7.5

West: Agriculture A, Agriculture 10

ORDINANCE CODE

Sec. 24-393. - Development requirements and exemptions.

(a) General provisions.

(1) No development permit or building permits, shall be issued unless the developer has complied with the provisions of this section. A residential development permit may only be issued after the following conditions are met:

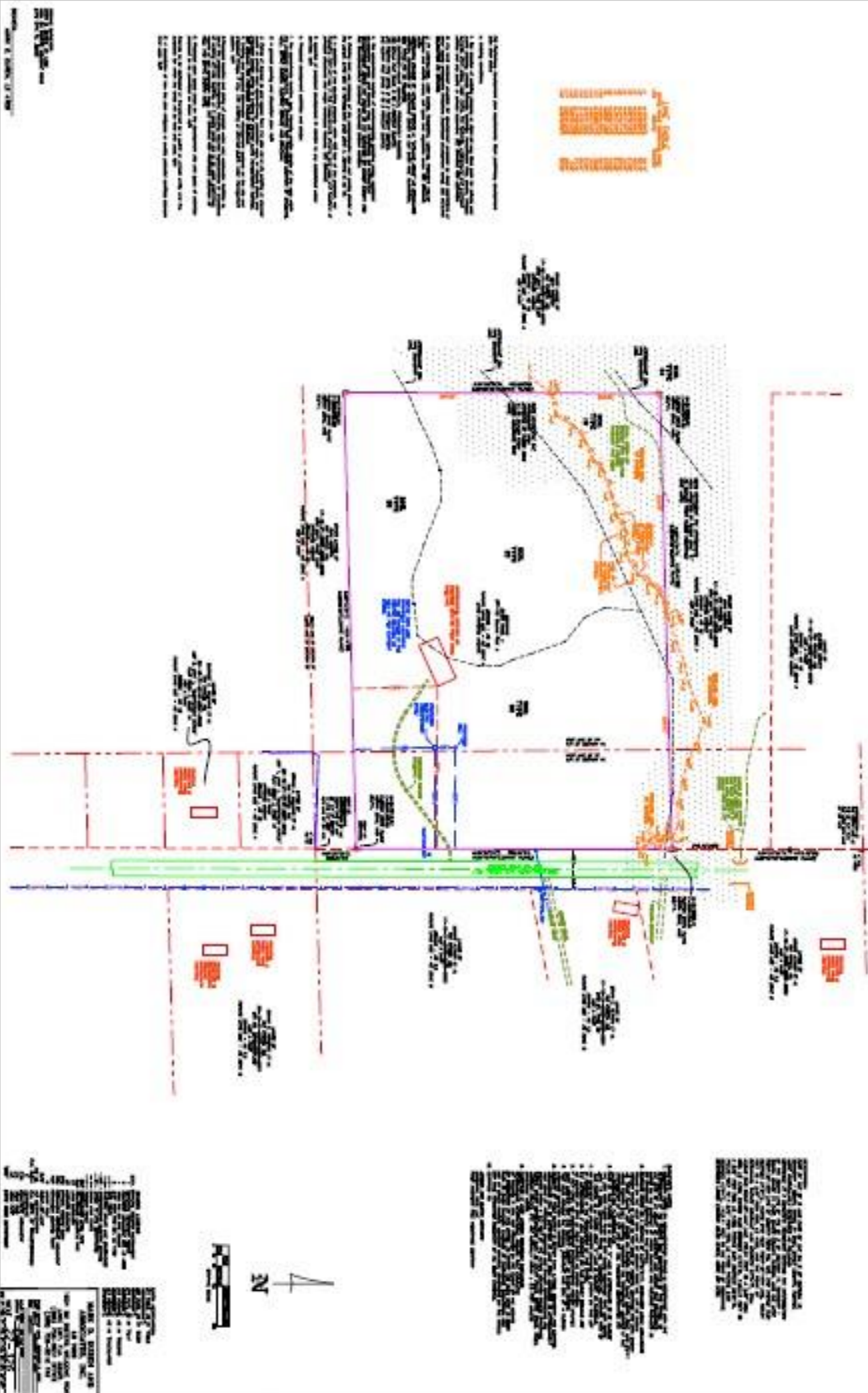
- a. On any lot used for residential purposes, no more than one residential building or structure will be allowed on a lot, unless a guest house or exception is approved as set out in this chapter.
- b. Every residential lot shall abut a street other than an alley for at least 25 feet, except the minimum frontage for a lot on a cul-de-sac shall be 15 feet.
- c. All roads included within the proposed subdivision of land shall be paved in accordance with the standards set forth in section 24-354(d)(3).
- d. All other applicable requirements of this chapter will also be satisfied.

(2) This section shall not apply to single-family residences constructed on:

- a. Platted subdivisions or unplatted lands which do not meet the definition of "subdivision" in section 24-390; or
- b. The division of land as a homestead exemption as defined in this chapter.

(b) *Roads, streets, etc.* All roads and driveways within a subdivision shall be paved and constructed in accordance with the requirements of this chapter. All subdivisions shall have direct paved access to the connection with a county-maintained road or street dedicated to public use which has been accepted for maintenance by the county or state department of transportation. If the county-maintained road or street is not paved, the developer shall pave the county road or provide paved access from the subdivision to connect with a paved county road or street accepted by the county or state. If the county road is paved but in substandard condition, improvements may be required of the developer to bring the road up to standards. Said paving and driveway construction shall be in accordance with the requirements set forth in this chapter.

PRE-DEVELOPMENT PLAN



1. THE SITE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD.

2. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.

3. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING AREA.

4. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

5. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

6. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

7. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

8. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

9. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

10. THE ENGINEER OF RECORD HAS CONDUCTED A VISUAL INSPECTION OF THE PROPOSED DEVELOPMENT AND HAS FOUND THAT THE PROPOSED DEVELOPMENT IS IN ACCORDANCE WITH THE APPLICABLE REGULATIONS.

DATE: 10/10/2024
 TIME: 10:00 AM

GEORGE W. GARDNER
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 1000 MAIN STREET, SUITE 100
 TAMPA, FLORIDA 33601
 (813) 555-1234

PROJECT: 1000 MAIN STREET, SUITE 100
 CLIENT: ABC COMPANY
 DATE: 10/10/2024
 TIME: 10:00 AM
 DRAWING NO.: 1000-01
 SHEET NO.: 1 OF 1

- (1) *Relation to adjoining street system.* The arrangement of streets in the new subdivisions shall make provisions for the continuation of the principal existing streets in adjoining areas (or their proper projection, where adjoining land is not subdivided) insofar as that may be deemed necessary by the board for public requirements. The street arrangement shall not cause hardships to owners of adjoining property when they plat their own land and/or seek to provide convenient access to it. Offset streets shall be avoided but in no event shall there be less than 150 feet between offsets. The angle of intersection between streets shall not vary by more than 15 degrees from a right angle.
 - (2) *Access.* All proposed developments shall meet the standards set forth in this chapter. All subdivisions consisting of 25 lots or more shall provide at least two points of access subject to the approval of the board of county commissioners. One access may be closed to public access if it is approved by the emergency services director or his designee as being accessible to county emergency services.
 - (3) *Existing roads.* If the width of an existing county-maintained road which is required to be paved pursuant to this section does not meet the width requirements for road improvements as set forth in this chapter, then the developer may present to the county an engineering plan for the paving of said road which accounts for the existing width available for road improvements. If the county accepts the presented engineering plan, then the road may be paved pursuant to the presented engineering plan and the width requirements shall be waived for said road, provided that all other applicable requirements for road improvements as set forth in this chapter are met.
- (c) *Preliminary exemption process.* The board of county commissioners (BCC) may grant a preliminary exemption from impact fees and/or from the requirements of section 24-394 when the minimum lot size in the proposed subdivision is five or more acres. Such a preliminary exemption requires a majority vote by the BCC and may only be applied for and granted after the developer satisfactorily demonstrates that he has completed the requirements of the county preliminary checklist and such other requirements as may be specified by the board of county commissioners.
 - (d) *Fee for ten-acre subdivision exemption.* The fee to apply for a ten-acre subdivision exemption shall be paid at the time of the filing of the application for a preliminary exemption from the requirements of this section and section 24-394.
 - (e) *Prohibition on individual lots before approval.* All developers are hereby prohibited from selling or transferring title to any lots or parcels within a proposed development before the developer is either granted a final development permit or a final exemption from the requirements of this section and section 24-394. If any developer sells or transfers title, including but not limited to contract for deed to similar instrument, any land or parcels in a planned proposed subdivision before receiving a final exemption by the board of county commissioners, then such proposed development shall be prohibited from requesting or receiving any exemption from the board.

REQUIRED RESPONSES TO THE EXEMPTION CHECKLIST

Section 24-394(4)(a)(b) Preliminary Development Plan Requirements (“Checklist”).

a. Existing Conditions

1. There are no railways, transmission lines, public water/sewer systems, wells larger than 4 inches, water mains, fire hydrants, or underground utilities on this site

2. There is no land that is deemed unusable for development purposes by deed restrictions or other legally enforceable limitations.
3. There are wetlands relating to Small Branch Creek which cover a portion of the northern part of the property, however there is ample space to build a single family home without disturbing these wetlands. The site plan shows the proposed home site in the southern portion of the property, well away from any wetlands or flood zone.
4. There are no environmentally sensitive zones, restricted development zones or historic or archaeological significance sites.
5. The subject property has a land use category of Agriculture A and a zoning district of Agriculture 10.
6. The abutting properties are as follows:
 - North: Agriculture A, Agriculture 10
 - South: Agriculture A, Agriculture 10
 - East: Agriculture B, Agriculture 7.5
 - West: Agriculture A, Agriculture 10

b. Proposed development activities and design

1. This application is for a single lot subdivision with direct road access to County Road 127.
2. It is not necessary to submit a general parking and circulation plan.
3. The parcel will have direct road access onto County Road 127.
4. There is no proposed stormwater management plan at this time.
5. This property will be serviced by private well and septic systems.
6. No open spaces are being set aside or designated as open space.
7. There will be no lands dedicated or transferred of this proposed development to any public entity.
8. There are no conflicts with any adjacent land uses as the subject parcel is surrounded by large acreage parcels with agricultural and residential uses.

Ordinance Code Section 24-393. Preliminary exemption process.

The board of county commissioners (BCC) may grant a preliminary exemption from impact fees and/or from the requirements of section 24-394 when the minimum lot size in the proposed subdivision is five or more acres. Such a preliminary exemption requires a majority vote by the BCC and may only be applied for and granted after the developer satisfactorily demonstrates that he has completed the requirements of the county preliminary checklist and such other requirements as may be specified by the board of county commissioners.

RECOMMENDATION

This application is the result of an unfortunate situation where the applicants unknowingly purchased a piece of land that had not been properly subdivided. While the County pursues code enforcement remedies against the former owner, the applicants, as the current owners of the property, decided to follow the subdivision process themselves in the interests of resolving the situation more quickly.

Staff recommends **APPROVAL** of their application.

