

**AGENDA FOR THE REGULAR SESSION OF THE
BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FL,
TO BE HELD AT THE COMMISSIONERS MEETING ROOM
COURTHOUSE ANNEX, WEDNESDAY,
September 28, 2016, 6:00 p.m.**

ROLL CALL

ADOPTION OF THE AGENDA

PETITIONS FROM THE PUBLIC – FIVE (5) MINUTE LIMIT

APPROVAL OF THE MINUTES FROM THE REGULAR MEETING HELD SEPTEMBER 14, 2016.

APPROVAL OF THE MINUTES FROM THE SPECIAL MEETING HELD SEPTEMBER 19, 2016.

APPROVAL OF THE MINUTES FROM THE SPECIAL MEETING HELD SEPTEMBER 21, 2016.

**APPROVAL OF THE MINUTES FROM THE SECOND AND FINAL BUDGET PUBLIC HEARING
HELD SEPTEMBER 19, 2016.**

DEPARTMENT REPORTS

1. **Constitutional Officers**

CONSENT AGENDA

1. Contract Between the Board of County Commissioners and State of Florida Department of Health for Operation of the Madison County Health Department Contract Year 2016-2017.
2. Resolution 2016-09-28; Establishing a Fee Schedule for Fees to be Charged and Collected by the Madison County Health Department.
3. Budget Amendment Request for Sheriff's Office Employee Leave Payoff in the Amount of \$13,292.00.
4. Approval of State Aid to Libraries Grant Agreement between the State of Florida Department of State and the Madison Board of County Commissioners.
5. Approval of Building Entry Agreement with CenturyLink for Additional Ethernet Service Line for Courthouse.

PUBLIC WORKS DEPARTMENT

1. Review of Current Mowing Contract.

UNFINISHED BUSINESS

1. .

NEW BUSINESS

1. Presentation on the Foley Cellulose Mill and the Fenholloway Water Quality Project – Mr. Scott Mixon, Georgia-Pacific, Foley Cellulose Mill and Mr. Dustin Hinkel, Taylor County Coordinator.
2. Adoption of Resolution 2016-09-28A, concerning Madison County \$356,550.00 Industrial Park Note, Series 2016 (purchase from Raymond Williams), and Approval of all Documents Related Thereto Including Note, Loan and Lien Agreement, Tax and Non-Arbitrage Certificate, Public Meeting Certificate, Closing Statement, General Certificate, and IRS Form 8038-G.
3. Request for Resolution Recognizing “Working Forest Week in Madison County” from October 16-22, 2016 – Mr. Benjamin Wyche.
4. Consideration of Amendment to Interlocal Agreement with Conservation District for Conservation Technician.

Planning & Zoning Board

Mack Primm, Chair – District 1 – Term Ends January 1, 2019
Brent Whitman – District 2 – Term Ends December 1, 2017
Calvin Malone – District 3 – Term Ends February 1, 2019
Mike Holton – District 4 – Term Ends December 1, 2017
Christy Grass – District 5 – Term Ends February 1, 2018
Julia Shewchuck, Vice-Chair – At-Large – Term Ends June 1, 2018

Chad Thurner – At-Large – Term Ends June 1, 2019
Tim Ginn – School Board Representative
Dot Alexander – Alternate – Term Ends February 1, 2017
VACANT – Alternate – Term Ends

Madison County Development Council

BOCC APPOINTEES:

Ed Meggs – Term Ends – January 1, 2018
Rick Davis – Term Ends – January 1, 2018

Tourist Development Council

Chair of BOCC or His Designee, *Chair to be Re-Appointed Annually Prior to July 1st* – Term Ends June 1, 2017
Jim Catron – Elected Municipal Official from Most Populous Municipality – Term Ends June 1, 2018
Edwin McMullen – Elected Municipal Official from Any Municipality – Term Ends June 1, 2018
Latrell Ragans – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018
Brenda Graham – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2017
Trent Abbott – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018
Jackie Blount – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2017
Roy Milliron – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2017
Sandy Wilson – Involved in Tourist Industry and NOT SUBJECT to the Tax* – Term Ends June 1, 2018
*Not More Than One of the Positions Marked with an Asterisk May Also be Filled by a Person who is Subject to the Tax.

Competency Board

Benjamin Grass – Term Expires January 1, 2018
Travis Renfro – Term Expires January 1, 2017
Dennis Pitts – Term Expires January 1, 2018
Jayson Williams – Term Expires January 1, 2018
Curtis Johnson – Term Expires January 1, 2017
Dewayne O'Quinn – Term Expires January 1, 2018
Danny Plain – Term Expires January 1, 2018

Code Enforcement Board

Brian Leonardson – Term Expires January 1, 2018
Anthony O'Quinn – Term Expires January 1, 2018
Eddie Taylor – Term Expires January 1, 2018
Curtis Johnson – Term Expires January 1, 2018
Lynette Simon – Term Expires January 1, 2018
Freddie Simmons – Term Expires January 1, 2018
Jimmy Anderson – Term Expires January 1, 2018

PROCEDURAL RULES FOR THE MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS

The following notices are hereby given to all persons concerning the meetings of the Board of County Commissioners of Madison County, Florida (hereinafter the “Board”):

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with the law, these rules or are otherwise waived by the Board.
2. No comments from the floor will be allowed under any circumstances.
3. The Board shall hear as many comments from the public as practicable during any meeting.
4. No member of the public may address the Board who has not previously signed up to address the Board, unless he or she is requested to do so by the Chair.
5. Any member of the public who wishes to address the Board on any topic, which appears on the agenda or otherwise, must sign up before the scheduled time for public comments.
6. All speakers will be limited to five (5) minutes per topic, unless leave is given by the Chair.
7. Any identifiable group of three (3) persons or more shall be limited to a total of ten (10) minutes per topic.
8. All members of the public given the privilege of addressing the Board, shall do so at the beginning of its scheduled meeting, or immediately following the lunch time break, if the scheduled meeting continues past the lunch time break.
9. The Chair may rule any speaker out of order and require that speaker to cease addressing the Board and if necessary order the bailiff to remove that speaker from the Commission Chambers if:
 - A. The speaker refuses to confine his remarks to the topic at hand.
 - B. The speaker becomes belligerent, irrational, or in any way disruptive to the meeting of the Board, or,
 - C. The speaker refuses to cease addressing the Board after his allotted time.
10. No agenda item will be designated for any specific time other than a time during the first three (3) hours of the meeting, unless leave is given by the Chair. All times shown on the agenda are approximate.
11. No item may be added to the agenda of the Board of County Commissioners except upon request of the Chair, a Board member, the County Manager, the Clerk of the Board or the County Attorney.
12. All decisions of the Chair concerning parliamentary procedures, decorum, or rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.
13. The Chair shall vote on all issues that come before the Board in the same manner as a member of the Board.

Notice: All items listed on the agenda are for discussion and possible action including vote by the Board. The Board reserves the right to amend the agenda of any meeting to the fullest extent allowed by law. Pursuant to the provisions of the Americans with Disabilities Act, if you are a person requiring special accommodations to participate in this meeting of the Board, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Tim Sanders, Clerk of Court, at Post Office Box 237, Madison, Florida 32341, telephone: (850)973-1500, at least 48 hours prior to the meeting. If you are hearing or speech impaired, please call 711. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting he or she will need a record of the proceedings, and that, for such purpose, he or she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE REGULAR MEETING

WEDNESDAY, SEPTEMBER 14, 2016

9:00 A.M.

The Board of County Commissioners of Madison County, Florida met this day in Regular Session with the following members present: Justin Hamrick (District 1), Wayne Vickers (District 2), Ronnie L. Moore (District 3), Alfred Martin (District 4), and Rick Davis (District 5). Also present were County Coordinator Brian Kauffman, Assistant County Coordinator Sherilyn Pickels, and County Clerk Tim Sanders.

The Chairman, Honorable Rick Davis, called the meeting to order and called the roll.

Upon a motion by Commissioner Moore, seconded by Commissioner Hamrick, the Board voted unanimously (5-0) to approve the agenda as amended: at the request of Mr. Sanders, add to New Business item no. 7. Request to purchase a parcel of land on the County's List of Lands.

Under Petitions from the Public, Solid Waste/Recycling Coordinator Jerome Wyche reminded the Board of the upcoming "Operation Tire Roundup" for Madison County residents on September 16 & 17 and September 23 & 24 from 9:00am to 4:00 pm at the Madison County Solid Waste Recycling Center. He reported the event is being sponsored by Madison County Solid Waste and Recycling, Madison County Mosquito Control, Madison County Emergency Management, and the Madison County Department of Health to dispose of old tires, which greatly reduces possible breeding sources for mosquitoes that carry the Zika virus and other diseases.

Also, under Petitions from the Public, Eddie and Mary Luster asked the Board to adjust the way the Martin Luther King Drive and CR 360A roadsides are being cut due to both safety and beautification. Commissioner Martin stated he contacted the Road & Bridge Department about the Luster's concerns and asked the Board to address the County's mowing contract at the next Regular Meeting. Madison County Recreation Association President Albert Barfield suggested the mowing contract is not meeting the needs of the citizens in the County and asked the Board to come up with a plan to improve the looks of the road. Mr. Kauffman stated the mowing contractor uses large equipment in the rural areas of the County, but has the ability to bring in smaller tractor mowers to address neighborhood streets where rights-of-way need to be mowed closer to the ground. The Chair asked the County Coordinator and the Road & Bridge Coordinator to come up with a plan to address the aforementioned concerns at the next Regular

Also, under Petitions from the Public, Ms. Inez Bennett asked the Board for information about the membership of the Canvassing Board. The Chair stated the County Attorney could better address Ms. Bennett's question and asked if she would mind waiting until his arrival.

Also, under Petitions from the Public, Madison County Health Department Director Jennifer Johnson presented a flyer entitled *Steppin' Coast To Coast* and explained the event planned to begin September 30th is an effort to address public health and community development. She reported the cost is free and involves a virtual walk by teams of family, friends, and coworkers across country to Santa Monica, California and is a contest between Madison and Jefferson Counties to see who gets there first.

Ms. Johnson also presented a publication from the Florida Department of Health in Madison County that provides the public with information on, among other things, mosquito protection and breeding protection.

The minutes of the Regular Meeting held on August 24, 2016, the minutes of the Special Meeting held on August 31, 2016, the minutes of the First Budget Public Hearing held on September 7, 2016, and the minutes of the Special Meeting held on September 8, 2016 were presented for review. Upon a motion by Commissioner Moore, seconded by Commissioner Vickers, the Board voted unanimously (5-0) to approve said minutes as presented.

Upon a motion by Commissioner Hamrick, seconded by Commissioner Vickers, the Board voted unanimously (5-0) to approve the Consent Agenda (1. Resolution 2016-09-14A; Revisions to the Building Department Fee Schedule; 2. Resolution 2106-09-14B; Authorizing the Execution of a County Emergency Medical Services Grant; 3. Consideration of Public Fireworks Use & Display Permit from Ashley Pyrotechnics, Inc. at Honey Lake Plantation/Resort; 4. Resolution 2016-09-14; Authorizing the Chairman to Execute the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation; 5. Approval of Sheriff's Department Confiscated Currency Expenditure in the amount of \$1,518.00; 6. Approval of Sheriff's Department Confiscated Currency Expenditure in the amount of \$395.72; 7. Approval of Sheriff's Department Confiscated Currency Expenditure in the amount of \$710.80; 8. Approval of Sheriff's Department Confiscated Currency Expenditure in the amount of \$1,102.60; 9. Approval of Sheriff's Department Confiscated Currency Expenditure in the amount of \$701.57).

County Attorney George T. Reeves arrived at the dais at 9:20 A.M.

Mr. John Keillor, CPA introduced colleagues Mr. Frank Mercer, CPA and Mr. Erik Luoma CPA of Lanigan & Associates, P.C., the County's outside auditors, and presented the Board with two booklets entitled, *Madison County, Florida Audited Financial Statements For The Year Ended September 30, 2015* and *MADISON COUNTY, FLORIDA ANNUAL*

FINANCIAL REPORT SEPTEMBER 30, 2015. Mr. Keillor reported the audit produced an Unqualified or Clean Opinion, which is the highest opinion possible.

Mr. Luoma followed with a review of the *Audited Financial Statements* booklet. Subjects covered were Required Communication with Governance; Audit Reporting; Statement of Net Position; Graph of Consolidated Cash and Investments (In Thousands); Graph of Consolidated Long-Term Debt (In Thousands); Statement of Activities; Graph of Ad Valorem Taxes (In Thousands) 2010-2015; and Management Letter Comments. Under Current Year Recommendation, the auditors recommended management perform reconciliations of Emergency Medical Services (EMS) accounts receivables on a monthly basis. Mr. Sanders reported a response to said recommendation has been submitted and published in the *ANNUAL FINANCIAL REPORT*. He also recognized and thanked the Clerk and Comptroller Office's Finance and Accounting team present led by former Finance Director Lessia Gray (now Sheriff's Office Finance Director) and Finance Director Kaytrena Joseph for the accounting services they perform, day in and day out, for the Board and the citizens of Madison County.

Mr. Mercer thanked the Board for the opportunity to serve Madison County and suggested the Board read MANAGEMENT'S DISCUSSION AND ANALYSIS found on pages 7, 8, and 9 in the *ANNUAL FINANCIAL REPORT*.

Ms. Gray thanked the EMS staff for their work in the reconciliation of accounts with the outside billing and collections vendor.

The Chairman invited Ms. Bennett back to address her question about the Canvassing Board. Mr. Reeves explained the Canvassing Board handles elections in the County and certifies the results of the elections, as well as makes decisions on whether votes are accepted. He advised Florida Statutes provides the Canvassing Board is chaired by the County Judge, and includes the Supervisor of Elections and the Chair of the Board of County Commission. Mr. Reeves also explained provisions on the makeup of the Board when members are involved in elections. Mr. Reeves also advised if the County Judge is up for election, the Chief Judge of the Circuit is tasked with selecting an "elector" to replace the County Judge on the Canvassing Board. He also stated that he would go over the statutes on the eligibility of replacing the Supervisor of Elections on the Canvassing Board, if he or she is up for election.

Under Public Works Department, Solid Waste/Recycling Department Coordinator Wyche referred to a multi-page document entitled "Offers to Purchase" regarding a County-owned 2011 Front End Loader Waste Disposal Truck, which the Board considered and approved as surplus equipment. He reported three offers were received as of the requested date of August 31, 2016 from JLM Equipment for \$70,000; Waste Equipment for \$75,000; and RDK Truck Sales for \$95,000. Mr. Wyche reported it was his and the County Coordinator's recommendation to accept the high bid from RDK Truck Sales. Upon a motion by Commissioner Martin, seconded by Commissioner Vickers, the Board voted unanimously to accept the offer in the amount of \$95,000 from RDK Truck Sales.

Mr. Wyche also referred to a bid packet entitled “Solid Waste and Recycling Front End Loader Bid Information Fact Sheet” regarding a request for bids for lease of a 2016 Front End Loader to replace the above-described vehicle. Mr. Wyche reported three bids were received from Waste Equipment, JLM Equipment, and RDK Truck Sales and reviewed by Mr. Kauffman and himself. Their recommendation was to ask the Board to approve lease “Option 4” from RDK Truck Sales for semiannual payments in the amount of \$24,995.95 for a term of 13 months. Mr. Wyche explained after 13 months at the end of lease the County would receive a new truck. Upon a motion by Commissioner Moore, seconded by Commissioner Martin, the Board voted unanimously to approve said recommendation to lease said truck from RDK Truck Sales.

Mr. Wyche also gave the Board an update on his department’s debris collection as a result of Hurricane Hermine.

County Road & Bridge Department Coordinator Lonnie Thigpen also reported on his department’s efforts to clean rights-of-way and roadway debris from the storm. He stated efforts were initially concentrated near county municipalities and then working outward.

Mr. Thigpen also reported on the following road paving projects: Rogers Sink Road, Honey Lake Road, and Harvey Greene Drive. He also stated roadway striping by Jenkins Painting should be complete throughout the County and improvements to Hickory Grove Road is now in the design phase. Discussion followed on the repair of the railroad crossing on County Road 255 in Lee.

Commissioner Hamrick excused himself from the dais due to a scheduled medical appointment.

Emergency Medical Services (EMS) Director Lisa Jordan presented a power point presentation, along with accompanying paperwork, entitled *Madison County E.M.S. Calls, Rates, and Billing*. Mr. Kauffman stated he asked the Director to provide him and the Board with information regarding the Department’s services, calls, and rates with the understanding the County’s third party billing and collections agency, Intermedix, would be terminated at the end of September.

Mrs. Jordan reviewed the following: the number of monthly calls-transport and non-transport; Billing Percentages (a comparison of similar size counties-Gulf 3rd party: 51%; Holmes 3rd party: 51%; Washington 3rd party: 47%; Gadsden in-house: 54%; Madison Intermedix: 34%; Madison in-house: 60%); a Flow Chart of billing & collections procedures; Past and Present Fee Rates & 2016-17 Fiscal year Recommendation; and explanations. Mr. Kauffann presented a sheet entitled *EMS Multi-Year Cash Collections Comparison from 2011 to 2016* provided by the Clerk’s Office and a graph of *Revenue by Year* with one line representing total cash revenues for same years and another line representing said revenues less Intermedix fees for 2015 and 2016. Mr. Kauffman suggested the graph shows no significant increase in

collections when the third party collection and billing fees are deducted. He stated with the cancellation of the Intermedix contract effective September 30th, the Board is faced with either finding another third party billing and collection vendor or returning the function to the EMS Department. The Clerk reported upon the cancellation of said Intermedix contract several months ago, another billing and collection company, EMS Consultants, was contacted by staff and has made a proposal to provide said consulting services to Madison County at a lesser fee. A motion was made by Commissioner Martin and seconded by Commissioner Moore to invite EMS Consultants to give a presentation to the Board on their third party billing and collection services. Motion carried 4-0. In discussion the County Coordinator was asked to contact Intermedix to continue its billing and collections service on a month to month basis. Sheriff's Office Finance Director and former Clerk & Comptroller Finance Director Lessia Gray announced the reconciliation of EMS receivables was better before the County contracted with the third party billing and collection company.

The County Coordinator referred to a multi-page document entitled PROVIDER MANAGED AUCTION SERVICES AGREEMENT, that he explained was a proposed contract between the County and Bidilla, Inc. for on-line auction services of County surplus equipment. He stated the agreement would offer a good, fair way of opening the bid process to the public, mainly for smaller items and equipment. He stated the company charges 15% to the buyer and the County would pay nothing for said services. A motion was made by Commissioner Martin and seconded by Commissioner Vickers to approve said Services Agreement and for the Chairman to sign. Motion carried 4-0. In discussion, Chairman Davis asked that items subject to the on-line bidding, be offered first to a worthwhile need.

The Clerk asked the Board to make its annual appointment of two commissioners and one citizen to the Value Adjustment Board (VAB) and reported Commissioner Hamrick volunteered to serve and Mrs. Lucille Day has been glad to serve as the "citizen member" for several years. Chairman Davis also volunteered to serve. A motion was made by Commissioner Martin and seconded by Commissioner Moore to appoint the Chairman, Commissioner Hamrick, and Mrs. Lucille Day to the 2016 VAB.

The Clerk also presented a paper entitled *Sirmans Volunteer Fire Department New Fire Station/Voting Precinct* and reviewed the project's current revenues that total \$155,368. He stated an additional \$53,601 is needed to complete the \$208,969 construction project with the year-to-date expenditures and encumbrances in the amount \$169,969, architect fees of \$9,000, and interior build-out in the amount of \$30,000. In speaking with Commissioner Moore and Sirmans Volunteer Fire Department Chief George Blevins and with the thought in mind that the building will be used as a County voting precinct, the Board is requested to provide \$30,000 from the Fiscally Constrained Fund for the interior build-out. Mr. Sanders stated the inmate construction crew from Madison Correctional Institution will provide the labor and also, funds are currently available in the Fiscally Constrained Fund due to the recent loan repayment by Madison County Memorial Hospital. A motion was made by Commissioner Moore and seconded by Commissioner Martin to approve the request by Sirmans Volunteer Fire Department

(VFD) for \$30,000 to do the interior build-out. Motion carried 4-0. The Clerk reported Sirmans VFD plans to go back to the Fire Board for a loan/grant request for the additional \$23,601 to complete the project.

The County Attorney directed the Board's attention to a proposed ordinance (AN ORDINANCE ENACTED PURSUANT TO SECTION 125.35(3), FLORIDA STATUTES, AND THE COUNTY'S HOME RULE POWERS PROVIDING AN ALTERNATIVE AND SUPPLEMENTAL METHOD FOR SELLING AND CONVEYING REAL AND/OR PERSONAL PROPERTY AND LEASING REAL PROPERTY OWNED BY THE COUNTY; PRESCRIBING DISPOSITION STANDARDS AND PROCEDURES TO BE USED THEREFORE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND SPECIFICALLY ORDINANCE NOS. 2008-177 AND 2015-219; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE). Mr. Reeves explained Florida Statutes generally requires the sale of county-owned property by sealed bids, but several years ago the Board adopted an alternate method by ordinance to dispose of real property. Part of that process he explained was to post notice of the proposed sale on the court house doors for a period of ten (10) days. As a better method to notice the public, he advised the proposed ordinance would allow County staff to give notice of a special or regular meeting by publishing the notice in the newspaper. The Board by consensus agreed to move forward with the publication of the notice to enact said ordinance at a future Regular Meeting of the Board.

The Clerk presented a letter addressed to him from Howard K. Putnal dated August 29, 2016 regarding a request to purchase a parcel of land (Parcel ID# 26-1N-5721-013-000) on the County's List of Lands that was advertised for a Tax Deed Sale on July 7, 2016. Mr. Sanders referred to an attached *NOTICE OF APPLICATION FOR TAX DEED* and the *Tax Collector's Certification* with the statutory opening bid amount of \$7,210.76. Mr. Sanders explained the County has the option of purchasing the property for a period of 90 days before it is offered to the public and Mr. Putnal's request includes a waiver of said ninety (90) day period. A motion was made by Commissioner Martin and seconded by Commissioner Vickers to waive said ninety (90) day period and allow the Clerk to sell said property. Motion carried 4-0.

Sheriff Ben Stewart applauded the County Emergency Management Department from the practical standpoint of keeping his office informed during Hurricane Hermine. He reported a big part of the recent storm was public safety, which is a requirement of the Sheriff. He commended his deputies, EMS, fire departments, the municipalities, and all the other stakeholders that worked together in the state of emergency.

At 11:15 A.M. Chairman Davis announced that he needed to be excused to participate in a North Central Florida Regional Planning Council conference call scheduled for 11:30 A.M. and passed the gavel to Vice-Chairman Martin.

County Emergency Management Director Alan Whigham echoed the Sheriff's comments and thanked everyone for working together as a team and reported a successful action review

meeting regarding the hurricane response.

Commissioner Vickers suggested the Board place something in the newspaper thanking everyone; volunteers, first responders, Sheriff's Office, Road Department, Solid Waste, EMS, Emergency Management, and the municipalities that worked together during the hurricane state of emergency. Mr. Kauffman stated that his office would take on that task.

There being no further business, the Vice-Chairman adjourned the meeting at 11:30 A.M.

Board of County Commissioners
Madison County, Florida

By: _____
Rick Davis, Chairman

ATTEST:

Tim Sanders, Clerk to the Board of
County Commissioners

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE SPECIAL MEETING

MONDAY, SEPTEMBER 19, 2016

6:00 P.M.

The Board of County Commissioners of Madison County, Florida met this day in Special Session with the following members present: Justin Hamrick (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4), and Rick Davis (District 5). Also present were County Attorney George T. Reeves, County Coordinator Brian Kauffman, and County Clerk Tim Sanders.

The Chairman, Honorable Rick Davis, called the meeting to order and explained the purpose of the Special Meeting was to listen to a presentation by EMS Consultants regarding Ambulance Billing Services.

Mr. Terry Noel, Sales Consultant with EMS Consultants with offices located in LaGrange, Georgia, provided a brief history of the company that specializes in reimbursement and management consulting as well as billing software for EMS ambulance providers. He stated it was his understanding the question before the Board is to continue outsourcing billing services with another company or to go back to in-house billing and collections. He reported EMS Consulting's fee for billing services is 5.25% compared to current provider Intermedix's 7.5%, which would result in an automatic \$20,000 savings to the County based upon 2015 and 2016 collections. He added that there would be no up-front cost to get started with EMS Consultants.

Mr. Noel stated if the County opted to go the in-house route, there is an up-front cost in the amount of \$25,000 for EMS Consulting billing software and equipment, plus the County takes on all liability and HIPPA compliance. He also advised if the Board elected to purchase said billing software and equipment and something happened to the County's in-house billing employee, or if the Board wished to move all billing services to EMS Consultants at a later date, data can be transferred seamlessly to his company.

Mr. Noel also reported EMS Consulting currently provides billing services for Holmes, Washington, Walton, Glades, and Gulf Counties, along with providing software support for in-house billing in Gilchrest, Dixie, and Gadsden Counties. He stated he could provide a complete list for the Board to review along with a list of the 78 customers in Georgia.

Discussion followed on the cost of Toughbook laptop units versus Dell laptops for ambulance use.

Next, Mr. Noel reviewed his company's billing processes with the goal of maximizing revenue without making the customer paying too much. He also reported EMS Consultants'

customers are provided legal support from their in-house attorney. In response to a question regarding charging non-transport fees, Mr. Noel stated EMS Consultants is able and willing to bill said patients and also advised the County Commission sets the criteria for their services.

County EMS Director Lisa Jordan stated EMS Consultants is a good company for out-sourcing billing, but thought her department could do as well or better with in-house billing. Administrative Assistant Lori Collins also reported there are other companies that sell in-house billing software for the Board to review.

Commissioner Martin suggested the County Coordinator, Mrs. Jordan, Mrs. Collins, and the Clerk go over all the information available for out-sourcing and in-house billing and bring a recommendation back to the Board for consideration.

Mr. Kauffman reported former County Coordinator Allen Cherry and Mr. Sanders have previously met with representatives from EMS Consultants when the Board acted to discontinue its contract with Intermedix and they felt comfortable with their services along with other counties contacted that do business with EMS Consultants. Speaking for Mrs. Jordan, Mrs. Collins and himself, he thought it safe to recommend the County perform in-house billing using EMS Consultants' software. Mrs. Collins suggested the Board look at another company, Zoll, Inc., that provides in-house billing software and support.

Speaking as the County Finance Officer, the Clerk recommended to the Board to contract with EMS Consultants to perform ambulance billing and collection services for the County due to its professional legal and technical support, and also due to the fact that Madison County does not have the financial resources to make up for a possible loss of revenue in changing over to in-house billing. He stated the current County EMS budget is approximately \$1,600,000 and is supported by collections which are currently around \$800,000 to \$900,000 and up to one-half of the Small County Surtax which brings in around a total of \$1,200,000. He advised the General Fund cannot support a shortfall in EMS revenues and EMS Consultants provides an immediate seamless transition in billing and revenue collections for the County.

Mr. Noel offered another option whereby EMS Consultants would be glad to take over the County's billing for a year or so and then, if the Board desired, transition seamlessly to in-house billing with EMS Consultants equipment and billing software.

The County Attorney advised the Board would have to come back for another Special or Regular Meeting to consider approval of a contract for services proposed.

Mrs. Collins again referred to an in-hand proposal from Zoll, Inc. for in-house billing services, which she stated was cheaper. She also suggested that with Jefferson and Hamilton Counties unhappy with Intermedix, Madison County could provide billing services for those counties as a possible revenue source.

Mr. Noel reported Hamilton County is planning on switching to EMS Consultants. In closing, Mr. Noel presented the Board with a booklet entitled *EMS Consultants-Technology, Service, Experience* that included a Proposal for Ambulance Billing Services and information about the company, along with a questionnaire completed by Mrs. Jordan from EMS Consultants to better acquaint the company with Madison County EMS.

A motion was made by Commissioner Hamrick and seconded by Commissioner Moore to bring back to the Board a contract from EMS Consultants to consider use of their equipment and software for in-house billing that allows a transition to third-party billing. Motion carried 4-1 with Commissioner Martin opposed.

The Board by consensus agreed to hold a Special Meeting on Wednesday, September 21st at 5:30 P.M. to consider said contract.

There being no further business to come before the Board, the Chair adjourned the meeting at 7:20 P.M.

Board of County Commissioners
Madison County, Florida

By: _____
Rick Davis, Chairman

ATTEST:

Tim Sanders, Clerk to the Board of
County Commissioners

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE SPECIAL MEETING

WEDNESDAY, SEPTEMBER 21, 2016

5:30 P.M.

The Board of County Commissioners of Madison County, Florida met this day in Special Session with the following members present: Justin Hamrick (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4), and Rick Davis (District 5). Also present were County Attorney George T. Reeves, County Coordinator Brian Kauffman, Assistant County Coordinator Sherilyn Pickels, and County Clerk Tim Sanders.

The Chairman, Honorable Rick Davis, called the meeting to order and explained the purpose of the Special Meeting was to consider a contract between Madison County and EMS Consultants for ambulance equipment and billing services.

Mr. Kauffman referred to two contracts before the Board for ambulance billing services from EMS Consultants. He stated "Option 1" is a Billing Service Agreement between Madison County and EMS Consultants for third party ambulance billing, and "Option 2" is for the purchase of software and equipment to enable the County to perform in-house ambulance billing.

Mr. Kauffman stated with "Option 1", EMS Consultants will provide said services for a monthly fee of 5.25% on all funds collected, and some of the advantages are no up-front costs and the County will be furnished Toughbook laptops for the ambulances, software, and training.

Mr. Terry Noel, Sales Consultant with EMS Consultants with offices located in LaGrange, Georgia, stated EMS Consultants is ready to begin and provide two days of training next week upon Board approval.

Mr. Kauffman stated with "Option 2", Madison County would have up-front costs in the amount of \$25,000 for ambulance billing software and equipment to begin in-house billing. He stated the County would bear the full load of transitioning from the current third-party billing company, Intermedix, and the County does not have backup staffing capabilities like EMS Consultants.

Mr. Noel explained the third-party billing transition process from Intermedix to EMS Consultants. He also explained his company will advise the Board on ambulance billing rates and establishing a policy for transferring uncollected billing to the County's collection agency.

With respect to said Billing Service Agreement, Chairman Davis recommended Section 4.2, regarding notice of termination, be changed from "120 days written notice" to 30 days. The

County Attorney advised with said change, all subsections 4.2.1 through 4.2.5, would be deleted. Mr. Reeves also advised the Agreement could be approved by the Board, subject to said changes.

A motion was made by Commissioner Martin and seconded by Commissioner Vickers to approve said "Option 1", Billing Service Agreement", subject to said changes. Discussion followed. Mr. Noel explained Section 7. Data Center/Data Hosting Option and Section 8. Hardware Option.

The Chairman called for a break to allow Mr. Noel to confer with EMS Consultants management regarding the proposed changes to the Agreement.

After a short period of time, Mr. Noel advised EMS Consultants management agreed with said proposed changes in the Agreement.

The motion before the Board carried 4-1 with Commissioner Hamrick opposed.

Mr. Noel reported arrangements have been made to have trainers here in Madison next Wednesday and Thursday to begin training ambulance crews and administrative staff.

There being no further business to come before the Board, the Chair adjourned the meeting at 6:05 P.M.

Board of County Commissioners
Madison County, Florida

By: _____
Rick Davis, Chairman

ATTEST:

Tim Sanders, Clerk to the Board of
County Commissioners

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE FINAL MILLAGE & BUDGET PUBLIC HEARING

MONDAY, SEPTEMBER 19, 2016

5:30 P.M.

The Board of County Commissioners of Madison County, Florida met this day in Special Session with the following members present: Justin Hamrick (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3) Alfred Martin (District 4), and Rick Davis (District 5). Also present were County Coordinator Brian Kauffman, County Clerk Tim Sanders, and Finance Director Kaytrena Joseph.

The Chairman, Honorable Rick Davis, called the Final Millage and Budget Public Hearing on the proposed 2016-2017 Fiscal Year Budget to order.

The Clerk presented to the Board a booklet entitled *Madison County BOCC Final Budget FY 2016-2017* dated September 19, 2016, and also a paper entitled *2016-2017 Fiscal Year BUDGET RECAP* dated September 19, 2016 (see Attached) for the following funds: General Fund; County Transportation Trust Fund; Fine & Forfeiture Fund; Solid Waste; Recycling; Emergency Medical Services (EMS); Landfill Closure; and Fire Services (the revenues and expenditures of each fund were based upon a 10.00 tentative millage rate, a 17% increase in County Employee Health Insurance, Florida Retirement System contribution rate increase effective 7/1/2016; and a 0% Cost of Living Adjustment).

The Clerk stated the purpose of this, the Final Millage & Budget Public Hearing, was to adopt a millage rate and budget for the 2016-2017 fiscal year by adoption of two separate resolutions as presented. He stated the final hearing was advertised in the local newspaper on Friday, September 16th. For the record, Mr. Sanders also published the following information: 1). The name of the taxing authority, which is the Madison County Board of County Commissioners, 2). The Rolled-back rate is 9.8420, and 3). The presently adopted tentative millage rate is 10.00 and the percentage of increase over the rolled-back rate is 1.61%, and 4). The proposed Millage rate to be levied is 10.00. The Clerk defined the Rolled-back millage rate as "The millage rate required to generate the same ad valorem tax revenue as in the prior year".

Mr. Sanders reviewed the latest *2016-2017 Fiscal Year Budget Recap* fund by fund and reported all funds balanced based upon said tentative millage rate of 10.00. In reference to a paper entitled *Madison BOCC Operating Millage Rate Comparison*, the Clerk advised the Property Appraiser's Estimated FY 2016-2017 Taxable Value published in July has decreased from \$668,678,983 to \$658,641,247 due to results of a recent mediation of a lawsuit between the Property Appraiser and Nestle Waters. He stated the resulting loss of ad valorem proceeds in the amount of \$99,047 was partially offset by non-recurring back-taxes owed the County by Nestle in the amount of \$97,259. The Clerk suggested in the coming fiscal year the Board continue to

look at reductions in expenditures and all possible revenue enhancements to help balance the budget in future years due to said non-recurring revenue source.

Chairman Davis opened the Public Hearing for the proposed 2016-2017 fiscal year millage rate and budget for public comments. Hearing none, the public comments portion of the Public Hearing was closed.

A motion was then made by Commissioner Moore and seconded by Commissioner Vickers to approve A RESOLUTION (Resolution Number 2016-09-19A) OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR MADISON COUNTY FOR FISCAL YEAR 2016/2017; PROVIDING FOR AN EFFECTIVE DATE (see attached). Motion carried unanimously, 5-0.

A motion was then made by Commissioner Vickers and seconded by Commissioner Hamrick to approve A RESOLUTION (Resolution Number 2016-09-19B) OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2016/2017; PROVIDING FOR AN EFFECTIVE DATE (see attached). Motion carried 5-0.

The Clerk thanked all parties involved in the budget process, Board Department Heads, fellow Constitutional Officers, Mr. Kauffman and Mr. Allen Cherry, members of the Board, his Finance Director Kaytrena Joseph and former Finance Director Lessia Gray, and other members of his Clerk & Comptroller staff, for their teamwork in helping the Clerk & Comptroller's Office construct the new budget for Madison County.

There being no further business, the Chairman adjourned the meeting at 5:55 P.M.

2016-2017 FISCAL YEAR BUDGET RECAP

September 19, 2016

(Based upon tentative millage rate of 10.00; Health Insurance @ 17% increase,
 Retirement contribution rate change effective 7/1/2016,
 and 0% Cost of Living Adjustment)

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>	<u>Balance</u>
General (Ad Valorem)	6,300,211	5,015,741	\$0
General (Other)	3,843,268		
Transfer to Fine & Forf		5,127,738	
	<u>10,143,479</u>	<u>10,143,479</u>	
Co. Transp Trust Fund	2,477,155	2,477,155	\$0
	Includes transfer from 5th & 6th Surplus = \$312,915		
	Includes transfer of gas tax to Landfill Closure = \$150,000		
Fine & Forfeiture	669,226	5,796,964	\$0
Transfer from General	5,127,738		
	<u>5,796,964</u>	<u>5,796,964</u>	
Solid Waste	1,770,100	1,770,100	\$0
Recycling	153,909	153,909	\$0
EMS	1,599,716	1,599,716	\$0
Landfill Closure	223,500	223,500	\$0
	Note: Balanced with \$150,000 Local Option Gas Tax - Must be approved by Resolution + Transfer of \$60,000 from Solid Waste		
Fire Services	\$333,000	\$333,000	\$0
	Does not include \$ increase for Volunteer Fire Depts.		

Balanced Budget

FY FY 2016-2017 initial balance = **(-\$277,266)**
 FY 2015-2016 initial balance = **(-\$234,563)**
 FY 2014-2015 initial balance = **(-\$681,077)**
 FY 2013-2014 initial balance = **(-\$909,768)**
 FY 2012-2013 initial balance = **(-\$324,728)**
 FY 2011-2012 initial balance = **(-\$367,911)**
 FY 2010-2011 initial balance = **(-\$1,424,967)**

Resolution Number 2016-09-19A

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
MADISON COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD
VALOREM TAXES FOR MADISON COUNTY FOR FISCAL YEAR 2016/2017;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Madison County, Florida, on September 19, 2016, adopted a Fiscal Year 2016/2017 Final Millage Rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Madison County, Florida, held a public hearing as required by Florida Statute 200.065; and

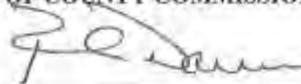
WHEREAS, the gross taxable value for operating purposes not exempt from taxation within Madison County has been certified by the County property Appraiser to the Board of County Commissioners as \$668,678,983.

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

1. The FY 2016/2017 operating millage rate is 10.00 mills, which is greater than the rolled-back rate of 9.8420 mills by 1.61%.
2. This resolution will take effect immediately upon its adoption.

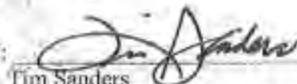
DULY ADOPTED at a public hearing this 19th Day of September, 2016
Time adopted 5:38 pm.

**MADISON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**



Rick Davis, Chairman

ATTEST:



Tim Sanders
Clerk of the Circuit Court & Comptroller



Resolution Number 2016-09-19B

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
MADISON COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR
FISCAL YEAR 2016/2017; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners of Madison County, Florida,
on September 19, 2016, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Board of County Commissioners of Madison County, Florida,
set forth the appropriations and revenue estimate for the Budget for Fiscal Year
2016/2017 in the amount of \$29,337,478.

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

1. The FY 2016/2017 Final Budget be adopted,
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 19th Day of September, 2016
Time adopted 5:50 pm.

**MADISON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**



Rick Davis, Chairman

ATTEST:



Tim Sanders
Clerk of the Circuit Court & Comptroller

Board of County Commissioners
Madison County, Florida

By: _____
Rick Davis, Chairman

ATTEST:

Tim Sanders, Clerk to the Board of
County Commissioners

**CONTRACT BETWEEN
MADISON COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
MADISON COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2016-2017**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Madison County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2016.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Madison County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2016, through September 30, 2017, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,071,363 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$41,000 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Madison County
218 SW Third AVE
Madison, FL 32340

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Division of Public Health Statistics and Performance Management Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such

compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Madison County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been

credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii.* A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2017 for the report period October 1, 2016 through December 31, 2016;
- ii.* June 1, 2017 for the report period October 1, 2016 through March 31, 2017;
- iii.* September 1, 2017 for the report period October 1, 2016 through June 30, 2017; and
- iv.* December 1, 2017 for the report period October 1, 2016 through September 30, 2017.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2017, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Colleen Hollingsworth
Name
Business Manager
Title

For the County:

Tim Sanders
Name
Clerk of Court
Title

218 SW Third Street

125 SW Range Avenue

Madison, Florida 32340
Address

Madison, Florida 32340
Address

850-510-5735
Telephone

(850) 973-1500
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 19-page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one pages), Attachment IV (one pages), and Attachment V (one pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2016.

**BOARD OF COUNTY COMMISSIONERS
FOR MADISON COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: Celeste Philip, MD, MPH

TITLE: _____

TITLE: Surgeon General and Secretary

DATE: _____

DATE: _____

ATTESTED TO:

SIGNED BY: _____

SIGNED BY: 

NAME: _____

NAME: Jennifer Johnson, MPH

TITLE: _____

TITLE: CHD Administrator

DATE: _____

DATE: 09/13/16

ATTACHMENT I
MADISON COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

MADISON COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/16			
	0	215711	215711
2. Drawdown for Contract Year October 1, 2016 to September 30, 2017			
	-1	117242	117241
3. Special Capital Project use for Contract Year October 1, 2016 to September 30, 2017			
	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2016 to September 30, 2017			
	-1	332953	332952

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

MAIRSON COUNTY HEALTH DEPARTMENT

Part II - Summary of Contributions to County Health Department

October 1, 2016 to September 30, 2017

	State CHD Trans Fund (dollars)	County CHD Trans Fund	Total (CHD) Trans Fund (dollars)	Other Contributions	Total
1. GENERAL REVENUE - STATE					
015040 CHD - TB COMMUNITY PROGRAM	3,000	0	3,000	0	3,000
015040 DENTAL SPECIAL INITIATIVE PROJECTS	5,806	0	5,806	0	5,806
015040 FAMILY PLANNING GENERAL REVENUE	26,737	0	26,737	0	26,737
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	72,487	0	72,487	0	72,487
015050 CHD GENERAL REVENUE NON-CATEGORICAL	340,487	0	340,487	0	340,487
GENERAL REVENUE TOTAL	561,477	0	561,477	0	561,477
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	3,162	0	3,162	0	3,162
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	1,453	0	1,453	0	1,453
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	113,506	0	113,506	0	113,506
NON GENERAL REVENUE TOTAL	118,121	0	118,121	0	118,121
3. FEDERAL FUNDS - STATE					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 CMS-MCH PURCHASED CLIENT SERVICES 2014-2015	7,520	0	7,520	0	7,520
007000 FAMILY PLANNING TITLE X - GRANT	47,066	0	47,066	0	47,066
007000 IMMUNIZATION ACTION PLAN	3,044	0	3,044	0	3,044
007000 MCH SPECIAL PROJCT DENTAL	10,834	0	10,834	0	10,834
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	72,286	0	72,286	0	72,286
007000 IMPROVING STD PROGRAMS	25,275	0	25,275	0	25,275
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	400	0	400	0	400
015075 SUPPLEMENTAL SCHOOL HEALTH	193,902	0	193,902	0	193,902
FEDERAL FUNDS TOTAL	395,327	0	395,327	0	395,327
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	14,979	0	14,979	0	14,979
001092 CHD STATEWIDE ENVIRONMENTAL FEES	35,407	0	35,407	0	35,407
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	1,936	0	1,936	0	1,936
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	474	0	474	0	474
001206 SEPTIC TANK RESEARCH SURCHARGE	275	0	275	0	275
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	100	0	100	0	100
001206 DRINKING WATER PROGRAM OPERATIONS	348	0	348	0	348
001206 TANNING FACILITIES	30	0	30	0	30
001206 ONSITE SEWAGE TRAINING CENTER	210	0	210	0	210
001206 MOBILE HOME & RV PARK FEES	348	0	348	0	348
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	54,107	0	54,107	0	54,107
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	-1	0	-1	0	-1
OTHER CASH CONTRIBUTION TOTAL	-1	0	-1	0	-1
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	21,506	21,506	0	21,506

ATTACHMENT II

MADISON COUNTY HEALTH DEPARTMENT

**Part II, Summary of Contributions to County Health Department
(October 1, 2018 to September 30, 2019)**

	State (CHD) Trust Fund (Cash)	County CHD Trust Fund	Total (CHD) Trust Fund (Cash)	Other Contributions	Total
001148 CHD CLINIC FEES	0	165,286	165,286	0	165,286
MEDICAID TOTAL	0	186,792	186,792	0	186,792
7. ALLOCABLE REVENUE - STATE:					
018000 CHD CLINIC FEES	720	0	720	0	720
ALLOCABLE REVENUE TOTAL	720	0	720	0	720
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	9,567	9,567
PHARMACY DRUG PROGRAM	0	0	0	10,793	10,793
WIC PROGRAM	0	0	0	435,745	435,745
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	2,818	2,818
IMMUNIZATIONS	0	0	0	47,153	47,153
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	506,076	506,076
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	41,000	41,000	0	41,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	41,000	41,000	0	41,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	27,950	27,950	0	27,950
001094 CHD LOCAL ENVIRONMENTAL FEES	0	9,695	9,695	0	9,695
001110 VITAL STATISTICS CERTIFIED RECORDS	0	16,530	16,530	0	16,530
FEES AUTHORIZED BY COUNTY TOTAL	0	54,175	54,175	0	54,175
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	30,660	30,660	0	30,660
001090 CHD CLINIC FEES	0	200	200	0	200
005000 CHD LOCAL REVENUE & EXPENDITURES	0	1,200	1,200	0	1,200
011001 CHD HEALTHY START COALITION CONTRACT	0	158,771	158,771	0	158,771
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	49,187	49,187	0	49,187
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	117,242	117,242	0	117,242
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	357,260	357,260	0	357,260
12. ALLOCABLE REVENUE - COUNTY					
018000 CHD CLINIC FEES	0	720	720	0	720
COUNTY ALLOCABLE REVENUE TOTAL	0	720	720	0	720
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0

ATTACHMENT II

MAHON COUNTY HEALTH DEPARTMENT

Part II. Revenue of Contributions to County Health Department

(October 1, 2019 to September 30, 2021)

	State CHD Trust Fund Receipts	County CHD Trust Fund	Total CHD Trust Fund Receipts	Other Contributions	Total
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - CHIMTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
 GRAND TOTAL CHD PROGRAM	 1,129,751	 639,947	 1,769,698	 506,076	 2,276,774

APPENDIX E
MALDEN CITY HEALTH DEPARTMENT
Part II: Public Health, Births, Deaths and Trauma Data by Program Service Area (City, Not Town of Malden)
Calendar Year 2020 to December 31, 2021

	FTEs	Calendar Services		Quarterly Budgetary Plan				Total	Total	Total
		2020	2021	Jan	Feb	Mar	Apr			
	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)	(FTE)
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	1.10	560	635	15,870	18,510	15,870	18,509	58,055	10,704	68,759
SEXUALLY TRANS. DIS. (102)	0.98	200	490	15,256	17,795	15,256	17,795	59,444	6,658	66,102
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	2	2	0	0	0	0	0	0	0
ADAP (03A4)	0.00	3	20	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.18	145	209	2,840	3,313	2,840	3,313	9,608	2,698	12,306
COMM. DIS. SURV. (106)	0.46	0	83	8,214	9,580	8,214	9,580	35,588	0	35,588
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.11	0	0	18,609	21,705	18,609	21,705	80,628	0	80,628
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.16	1,257	1,687	2,060	2,403	2,060	2,402	0	8,925	8,925
COMMUNICABLE DISEASE SUBTOTAL	3.94	2,167	3,126	62,849	73,306	62,849	73,304	243,323	28,985	272,308
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.16	300	800	18,563	21,651	18,563	21,652	80,429	0	80,429
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	1.85	0	12	29,498	34,405	29,498	34,405	127,806	0	127,806
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	2.05	433	1,065	31,217	36,411	31,217	36,410	90,505	44,750	135,255
IMPROVED PREGNANCY OUTCOME (225)	0.66	72	507	12,138	14,157	12,138	14,157	18,410	34,180	52,590
HEALTHY START PRENATAL (227)	2.60	137	1,000	98,921	45,397	98,921	45,396	12,667	155,968	168,635
COMPREHENSIVE CHILD HEALTH (229)	0.03	80	82	420	490	420	491	1	1,820	1,821
HEALTHY START CHILD (231)	1.47	96	650	17,204	20,067	17,204	20,067	22,552	51,990	74,542
SCHOOL HEALTH (234)	6.13	0	62,110	74,305	86,668	74,305	86,669	318,697	3,250	321,947
COMPREHENSIVE ADULT HEALTH (237)	0.93	150	150	16,412	19,143	16,412	19,144	68,312	2,799	71,111
COMMUNITY HEALTH DEVELOPMENT (238)	0.27	0	209	5,954	6,945	5,954	6,946	25,799	0	25,799
DENTAL HEALTH (240)	4.36	1,000	2,750	75,763	88,368	75,763	88,369	63,997	264,266	328,263
PRIMARY CARE SUBTOTAL	21.51	2,267	69,335	320,395	373,702	320,395	373,706	829,175	559,029	1,388,198
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.31	40	120	4,531	5,285	4,531	5,286	3,078	16,555	19,633
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	0.74	166	650	11,445	13,349	11,445	13,350	35,407	14,182	49,589
Group Total	1.05	206	770	15,976	18,634	15,976	18,636	38,485	30,737	69,222
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.12	30	70	1,873	2,184	1,873	2,184	5,946	2,168	8,114
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0

ATTACHMENT II
MARICOPA COUNTY HEALTH DEPARTMENT
Part III. Present Staffing Levels, Services and Responsibilities by Program Service Area Within Each Level of Service
November 1, 2010 to December 31, 2011

	Contracting Expenses (Price)									
	FTEs FTEs	Contract FTEs	Personnel FTEs	Est.	Est.	Est.	Est.	Est.	Est.	Est.
				(FTEs)	(FTEs)	(FTEs)	(FTEs)	(FTEs)	(FTEs)	(FTEs)
GROUP CARE FACILITY (351)	0.10	21	29	1,390	1,551	1,330	1,552	0	5,763	5,763
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.20	32	56	2,789	3,253	2,789	3,253	4,000	8,084	12,084
POOLS/BATHING PLACES (360)	0.02	11	17	301	352	301	352	1,160	156	1,306
BIOMEDICAL WASTE SERVICES (364)	0.05	28	30	797	930	797	931	2,388	1,067	3,455
TANNING FACILITY SERVICES (369)	0.00	0	0	50	58	50	57	215	0	215
Group Total	0.49	122	202	7,140	8,328	7,140	8,329	19,699	17,238	30,937
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.02	15	15	311	363	311	363	1,348	0	1,348
Group Total	0.02	15	15	311	363	311	363	1,348	0	1,348
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.02	4	12	329	384	329	383	0	1,425	1,425
RABIES SURVEILLANCE (366)	0.03	12	15	586	683	586	684	0	2,539	2,539
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.05	16	27	915	1,067	915	1,067	0	3,964	3,964
ENVIRONMENTAL HEALTH SUBTOTAL	1.61	359	1,014	24,342	28,392	24,342	28,395	53,532	51,939	105,471
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	859	1,002	859	1,001	3,721	0	3,721
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	859	1,002	859	1,001	3,721	0	3,721
TOTAL CONTRACT	27.06	4,798	73,475	408,445	476,402	408,445	476,406	1,129,751	639,947	1,769,698

ATTACHMENT III
MADISON COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Resolution No.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, FLORIDA, ESTABLISHING A FEE SCHEDULE, FOR FEES TO BE CHARGED AND COLLECTED BY THE MADISON COUNTY HEALTH DEPARTMENT.

WHEREAS, the Board of County Commissioners of Madison County, Florida Cooperation and participation with the Department of Health as per Chapter 154.06 and 402.33, Florida Statutes, has authorized the Madison County Health Department to Collect and deposit fees to the Madison County Health Department Trust Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Madison County, Florida, in regular session this ____ day of _____, as follows:

1. The fees listed in Exhibit "A" attached hereto and made a part hereof by reference, shall be instituted and imposed by the Madison County Health Department.
2. This Resolution shall repeal all prior Resolutions inconsistent or in conflict herewith.
3. A copy of this Resolution shall be signed by the Chairman of the Board, Attested by the Clerk of the Board, and recorded in the Public Records of Madison County, Florida.
4. After recording, the clerk of the Board is hereby directed to forward a certified Copy of this Resolution to the Madison County Health Department and the Florida Department of Health.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

Tim Sanders, CLERK

BY: _____
Rick Davis, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF MADISON COUNTY ONLY.

COUNTY ATTORNEY

Florida Department of Health in Madison County
Sliding Fee Schedule for Medical Fees
Effective October 1, 2016

- Charges for Primary Care and Family Planning are provided on a sliding fee scale based on the household's income.
- Sliding fee rates are based on Health & Human Services Poverty Guidelines published annually in the Federal Register (Attach B).

FAMILY PLANNING SERVICES WILL NOT BE REFUSED IF CLIENT IS UNABLE TO PAY.
(OFFICE VISIT CHARGE INCLUDES STATE AND STATE CONTRACTED LAB SERVICES. ANY NON-CONTRACTED LABS WILL HAVE AN ADDITIONAL FEE AND ARE NOT ON SLIDING FEE SCALE).

STD PROGRAM

Code	Description	Modifier	Fee
	STD SYMPTOMATIC SCREENING AND TESTING	02	\$65.00

CHD FAMILY PLANNING PATIENT SERVICES

All Family Planning Services includes Labs

Code	Description	?	Modifier	Fee
99383	FAMILY PLANNING INITIAL EXAM	5-11	FP	\$125.00
99384	FAMILY PLANNING INITIAL EXAM	12-17	FP	\$125.00
99385	FAMILY PLANNING INITIAL EXAM	18-39	FP	\$125.00
99386	FAMILY PLANNING INITIAL EXAM	40-64	FP	\$125.00
99393	FAMILY PLANNING ANNUAL EXAM	5-11	FP	\$100.00
99394	FAMILY PLANNING ANNUAL EXAM	12-17	FP	\$100.00
99395	FAMILY PLANNING ANNUAL EXAM	18-39	FP	\$100.00
99396	FAMILY PLANNING ANNUAL EXAM	40-64	FP	\$100.00
99402	FAMILY PLANNING REPEAT PAP ONLY		FP	\$75.00
99212	FAMILY PLANNING BREAST EXAM ONLY			\$50.00
99403	COUNSELING / PROBLEM VISIT		FP	\$60.00
99211	SUPPLY VISIT		FP	\$60.00

INSULIN PROGRAM

Code	Description	?	Modifier	Fee
5049	INSULIN (WITH PHYSICIANS PRESCRIPTION)			\$15.00

Florida Department of Health in Madison County Set Fee Schedule*

Effective October 1, 2016

* FEES DUE AT TIME SERVICES RENDERED

PRIMARY CARE PATIENT SERVICES

Code	Description	Note	Fee
	OFFICE VISIT – PROBLEM FOCUS		\$65.00
	OFFICE VISIT – WELL CHILD		\$65.00
	OFFICE VISIT – ADULT HEALTH SCREENING		\$65.00

ADULT IMMUNIZATIONS: Admin Fee of \$20 not included

Code	Description	Note	Fee
90649	GARDASIL (HPV – Adult)		\$175.00
90633	HEP A VACCINE		\$35.00
90744	HEP B VACCINE		\$45.00
90658	INFLUENZA	No admin fee	\$20.00
90733	MENACTRA/MENEMUNE		\$155.00
90707	MMR		\$75.00
90732	PNEUMOCOCCAL		\$85.00
	RABIES (PRE & POST)		Pharm Chg
PPD	TB SKIN TEST – READ ONLY	No admin fee	\$5.00
86580	TB SKIN TEST & READING	No admin fee	\$20.00
90715	TDaP – ADULT		\$45.00
90718	TETANUS – TD		\$30.00

OTHER SERVICES

Code	Description	Note	Fee
11100	BIOPSY	Outside lab bill to PT	\$25.00
57452	COLPOSCOPY	Outside lab bill to PT	\$125.00
58300	IUD INSERTION		\$125.00
58301	IUD REMOVAL		\$60.00
11981	IMPLANT INSERTION		\$125.00
11982	IMPLANT REMOVAL		\$125.00
	EAR IRRIGATION		\$40.00
	NEBULIZER TREATMENT		\$15.00
	INDOCERVICAL BIOPSY	Outside lab bill to PT	\$75.00
	PROVIDER FORM COMPLETION WITHOUT VISIT		\$25.00
	PREGNANCY TEST		\$20.00
	680 – EXPEDITE PROCESS NOT ASSOCIATED WITH CLINIC VISIT		\$5.00
COPYF	COPY FEE	per page	\$1.00
	FAX FEE FOR NON PATIENT OR UNRELATED TO SERVICES	per page	\$1.00
93000	EKG		\$25.00
WORK	EMPLOYMENT / WORK PHYSICALS	EKG extra charge	\$75.00
99212	FEMALE HEALTH SCREEN (EXAM & PAP)		\$80.00
36416	FINGER STICK	Blood testing	\$5.00

Florida Department of Health in Madison County
Set Fee Schedule

OTHER SERVICES (continued)

Code	Description	Note	Fee
82270	HEMOCULT CARDS	Current market cost	\$5.00
	INJECTIONS	Medication injections	\$15.00
	LABS	Billed at current lab cost	
83655	LEAD TESTING WITH HEMOGLOBIN	In house only	
112000	IN HOUSE OFFICE PROCEDURES	Outside lab bill to pt	
	PRESCRIPTION ASSISTANCE PROGRAM	Per prescription	
SPHY	SCHOOL / SPORTS PHYSICALS		
STD	STD LAB SCREENING (ASYMPTOMATIC / NO CONTACT)		
99212	SUTURE / STAPLE REMOVAL		
36415	VENIPUNCTURE		
	NON PATIENT LAB DRAW WITH LAB SLIP – THIS INCLUDES APALACHEE		
10060	WOUND INCISION & DRAINAGE		

CHD OB PATIENT SERVICES

Code	Description	Note	Fee
59430	POSTPARTUM VISIT (PLUS LAB FEES)		\$100.00
H1000	PRENATAL VISIT (PLUS LAB FEES)		\$100.00

VITAL STATISTICS

Code	Description	Note	Fee
	FLORIDA BIRTH CERTIFICATE		\$15.00
	ADDITIONAL BIRTH CERTIFICATE		\$15.00
	DEATH CERTIFICATES (DEATH OCCURRED IN COUNTY)		\$15.00
	EACH ADDITIONAL		\$15.00

ENVIRONMENTAL HEALTH SERVICES

Code	Description	Note	Fee
	RETURN CHECK FEE (PENDING AMOUNT OF CHECK)		\$25/\$35/\$50
	SEPTIC TANK – NEW APPLICATION, REPAIR, EXISTING, MODIFICATION		\$50.00
	SHIPPING FEE TO LAB		\$10.00
	WATER SAMPLE TEST – (SELF COLLECTED) EACH SAMPLE		\$20.00
	GROUP CARE FACILITY ANNUAL FEE		\$75.00
	PUBLIC & PRIVATE SCHOOL < 100 STUDENTS ANNUAL FEE		\$100.00
	PUBLIC & PRIVATE SCHOOL > 100 STUDENTS ANNUAL FEE		\$200.00
	REINSPECTION FEE (2ND VISIT AND ANY ADDITIONAL)		\$50.00

FREE SERVICES

- CHILDHOOD IMMUNIZATIONS (AGES 0 – 18)
- BLOOD PRESSURE SCREENING
- HIV ANTIBODY SCREENING
- TB – CASE CONTACT TESTING
- STD CASE CONTACT INITIAL VISIT

**Florida Department of Health in Madison County
Dental Sliding Fee Schedule***

Effective October 1, 2016

- Dental fees will be assessed at no less than Florida Medicaid's Fee for Service rates and no more than Florida Medicaid's Cost Base Reimbursement rate.

*** FEES DUE AT TIME SERVICES RENDERED**

DIAGNOSTICS

Code	Description	Note	Fee
D0120	PERIODIC EXAM		
D0140	LIMITED / EMERGENCY EXAM		
D0145	CURSORY ORAL EXAM (UNDER 3 YRS OLD) – INCLUDES FLOURIDE VARNISH		
D0150	COMPREHENSIVE EXAM		
D0180	PERIODONTAL EVALUATION (NO X-RAYS)		

RADIOGRAPHS

Code	Description	Note	Fee
D0210	FMX (14 PA, 4BW)		
D0220	PA, FIRST FILM		
D0230	PA ADDITIONAL FILMS		
D0240	OCCLUSAL FILM		
D0270	BITEWING X-RAY, SINGLE FILM		
D0272	BITEWING X-RAY, TWO FILMS		
D0274	BITEWING X-RAY, FOUR FILMS		
D0330	PANORAMIC FILM (INCLUDES ADDITIONAL X-RAYS AS NEEDED)		
D0350	ORAL / FACIAL PHOTOGRAPHIC IMAGES DUPLICATE X-RAY		

PREVENTIVE

Code	Description	Note	Fee
D1110	ADULT PROPHY – ORAL HEALTH INSTRUCTION & FLOURIDE		
D1120	CHILD PROPHY – ORAL HEALTH INSTRUCTION & FLOURIDE		
D1203	CHILD TOPICAL APPLICATION OF FLOURIDE		
D1204	ADULT TOPICAL APPLICATION OF FLOURIDE		
D1206	TOPICAL FLOURIDE VARNISH		
D1330	ORAL HYGIENE INSTRUCTION (WHEN ADMINISTERED BY ITSELF)		
D1351	SEALANT, PER TOOTH		
D1510	SPACE MAINTAINER, UNI-LATERAL, FIXED		
D1515	SPACE MAINTAINER, BI-LATERAL, FIXED		
D1550	RE-CEMENT SPACE MAINTAINER		\$40 - \$80
D1352	PREVENTIVE RESIN RESTORATION		

Florida Department of Health in Madison County
Set Fee Schedule

RESTORATIVE

Code	Description	Note	Fee
D2140	AMALGAM-1 SURFACE, PERMANENT		
D2150	AMALGAM-2 SURFACES, PERMANENT		
D2160	AMALGAM-3 SURFACES, PERMANENT		
D2161	AMALGAM-4 OR MORE SURFACES, PERMANENT		
D2330	RESIN-1 SURFACE, ANTERIOR		
D2331	RESIN-2 SURFACES, ANTERIOR		
D2332	RESIN-3 SURFACES, ANTERIOR		
D2335	RESIN, 4 + SURFACES, ANTERIOR		
D2390	RESIN=BASED COMPOSITE CROWN, ANTERIOR (PERM TEETH)		
D2390	RESIN STRIP CROWN, PRIMARY		
D2391	RESIN, 1 SURFACE, POSTERIOR		
D2392	RESIN, 2 SURFACE, POSTERIOR		
D2393	RESIN, 3 SURFACE, POSTERIOR		
D2394	RESIN, 4 + SURFACES, POSTERIOR		

OTHER RESTORATIVE SERVICES

Code	Description	Note	Fee
D2920	RE-CEMENT CROWN		
D2930	STAINLESS STEEL CROWN		
D2940	SEDATIVE FILLING		
D2951	PIN RETENTION		

ENDODONTIC PROCEDURES

Code	Description	Note	Fee
D3110	DIRECT PULP CAP		
D3120	INDIRECT PULP CAP		
D3220	PULPOTOMY		

PERIODONTICS

Code	Description	Note	Fee
D4210	GINGIVECTOMY OR GINGIVOPLASTY (PER QUADRANT)		
D4211	GINGIVECTOMY OR GINGIVOPLASTY (2-3- TEETH)		
D4341	SCALING AND ROOT PLANNING, PER QUADRANT		
D4342	SCALING AND ROOT PLANNING, 1-3 PER QUADRANT		
D4355	FULL MOUTH DEBRIDEMENT		
D4910	SUPPORTIVE PERIODONTAL THERAPY		

OTHER FIXED PARTIAL DENTURE SERVICES

Code	Description	Note	Fee
D6930	RE-CEMENT FIXED PARTIAL DENTURE		

Florida Department of Health in Madison County
 Set Fee Schedule

ORAL SURGERY

Code	Description	Note	Fee
D7111	EXTRACTION, CORONAL REMNANTS – DECIDUOUS TOOTH		
D7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT		
D7210	EXTRACTION, SURGICAL REMOVAL OF ERUPTED TOOTH		
D7250	SURGICAL REMOVAL OF RESIDUAL TOOTH ROOTS		
D7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH		
D7286	SOFT TISSUE BIOPSY		
D7510	INCISE & DRAINAGE OF ABSCESS-INTRAORAL SOFT TISSUE		
D7520	INCISE & DRAINAGE OF ABSCESS-EXTRAORAL SOFT TISSUE		
D7970	EXCISION HYPERPLASTIC TISSUE		
D7971	OPERCULECTOMY		

ADJUNCTIVE GENERAL SERVICES

Code	Description	Note	Fee
D9110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN-MINOR PRO		

are working to improve language accessibility within their states; and

- Recommendations for state-specific capacity building for the 20 states intended to enhance statewide language access, which will include the development of language access plans.

An objective review of was conducted that assessed the grantee's application using criteria related to the project's approach, the organization's capacity, and the development of costs for the project's budget.

Statutory Authority: Section 310 of the Family Violence Prevention and Services Act, as amended by Section 201 of the CAPTA Reauthorization Act of 2010, Pub. L. 111-320.

Christopher Beach,
Senior Grants Policy Specialist, Division of Grants Policy, Office of Administration.
 [FR Doc. 2016-01329 Filed 1-22-16; 8:45 am]
BILLING CODE 4184-32-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Office of the Secretary

Annual Update of the HHS Poverty Guidelines

AGENCY: Department of Health and Human Services.

ACTION: Notice.

SUMMARY: This notice provides an update of the Department of Health and Human Services (HHS) poverty guidelines to account for last calendar year's increase in prices as measured by the Consumer Price Index.

DATES: *Effective Date:* January 25, 2016, unless an office administering a program using the guidelines specifies a different effective date for that particular program.

ADDRESSES: Office of the Assistant Secretary for Planning and Evaluation, Room 404E, Humphrey Building, Department of Health and Human Services, Washington, DC 20201.

FOR FURTHER INFORMATION CONTACT: For information about how the guidelines are used or how income is defined in a particular program, contact the Federal, state, or local office that is responsible for that program. For information about poverty figures for immigration forms, the Hill-Burton Uncompensated Services Program, and the number of people in poverty, use the specific telephone numbers and addresses given below.

For general questions about the poverty guidelines themselves, contact Kendall Swenson, Office of the Assistant Secretary for Planning and

Evaluation, Room 422F.5, Humphrey Building, Department of Health and Human Services, Washington, DC 20201—telephone: (202) 690-7507—or visit <http://aspe.hhs.gov/poverty/>.

For information about the percentage multiple of the poverty guidelines to be used on immigration forms such as USCIS Form I-864, Affidavit of Support, contact U.S. Citizenship and Immigration Services at 1-800-375-5283.

For information about the Hill-Burton Uncompensated Services Program (free or reduced-fee health care services at certain hospitals and other facilities for persons meeting eligibility criteria involving the poverty guidelines), contact the Health Resources and Services Administration Information Center at 1-800-275-4772. You also may visit <http://www.hrsa.gov/gethealthcare/affordable/hillburton/>.

For information about the number of people in poverty, visit the Poverty section of the Census Bureau's Web site at <http://www.census.gov/hhes/www/poverty/poverty.html> or contact the Census Bureau's Customer Service Center at 1-800-923-8282 (toll-free) and <https://ask.census.gov> for further information.

SUPPLEMENTARY INFORMATION:

Background

Section 673(2) of the Omnibus Budget Reconciliation Act (OBRA) of 1981 (42 U.S.C. 9902(2)) requires the Secretary of the Department of Health and Human Services to update the poverty guidelines at least annually, adjusting them on the basis of the Consumer Price Index for All Urban Consumers (CPI-U). The poverty guidelines are used as an eligibility criterion by the Community Services Block Grant program and a number of other Federal programs. The *poverty guidelines* issued here are a simplified version of the *poverty thresholds* that the Census Bureau uses to prepare its estimates of the number of individuals and families in poverty.

As required by law, this update is accomplished by increasing the latest published Census Bureau poverty thresholds by the relevant percentage change in the Consumer Price Index for All Urban Consumers (CPI-U). The guidelines in this 2016 notice reflect the 0.1 percent price increase between calendar years 2014 and 2015. After this inflation adjustment, the guidelines are rounded and adjusted to standardize the differences between family sizes. In rare circumstances, the rounding and standardizing adjustments in the formula result in small decreases in the poverty guidelines for some household

sizes even when the inflation factor is not negative. In order to prevent a reduction in the guidelines in these rare circumstances, a minor adjustment was implemented to the formula beginning this year. In cases where the year-to-year change in inflation is not negative and the rounding and standardizing adjustments in the formula result in reductions to the guidelines from the previous year for some household sizes, the guidelines for the affected household sizes are fixed at the prior year's guidelines. As in prior years, these 2016 guidelines are roughly equal to the poverty thresholds for calendar year 2015 which the Census Bureau expects to publish in final form in September 2016.

The poverty guidelines continue to be derived from the Census Bureau's current official poverty thresholds; they are not derived from the Census Bureau's new Supplemental Poverty Measure (SPM).

The following guideline figures represent annual income.

2016 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA

Persons in family/household	Poverty guideline
1	\$11,880
2	16,020
3	20,160
4	24,300
5	28,440
6	32,580
7	36,730
8	40,890

For families/households with more than 8 persons, add \$4,160 for each additional person.

2016 POVERTY GUIDELINES FOR ALASKA

Persons in family/household	Poverty guideline
1	\$14,840
2	20,020
3	25,200
4	30,380
5	35,560
6	40,740
7	45,920
8	51,120

For families/households with more than 8 persons, add \$5,200 for each additional person.

2016 POVERTY GUIDELINES FOR
HAWAII

Persons in family/household	Poverty guideline
1	\$13,670
2	18,430
3	23,190
4	27,950
5	32,710
6	37,470
7	42,230
8	47,010

For families/households with more than 8 persons, add \$4,780 for each additional person.

Separate poverty guideline figures for Alaska and Hawaii reflect Office of Economic Opportunity administrative practice beginning in the 1966–1970 period. (Note that the Census Bureau poverty thresholds—the version of the poverty measure used for statistical purposes—have never had separate figures for Alaska and Hawaii.) The poverty guidelines are not defined for Puerto Rico or other outlying jurisdictions. In cases in which a Federal program using the poverty guidelines serves any of those jurisdictions, the Federal office that administers the program is generally responsible for deciding whether to use the contiguous-states-and-DC guidelines for those jurisdictions or to follow some other procedure.

Due to confusing legislative language dating back to 1972, the poverty guidelines sometimes have been mistakenly referred to as the “OMB” (Office of Management and Budget) poverty guidelines or poverty line. In fact, OMB has never issued the guidelines; the guidelines are issued each year by the Department of Health and Human Services. The poverty guidelines may be formally referenced as “the poverty guidelines updated periodically in the *Federal Register* by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).”

Some federal programs use a percentage multiple of the guidelines (for example, 125 percent or 185 percent of the guidelines), as noted in relevant authorizing legislation or program regulations. Non-Federal organizations that use the poverty guidelines under their own authority in non-Federally-funded activities also may choose to use a percentage multiple of the guidelines.

The poverty guidelines do not make a distinction between farm and non-farm families, or between aged and non-aged units. (Only the Census Bureau poverty thresholds have separate figures for aged

and non-aged one-person and two-person units.)

Note that this notice does not provide definitions of such terms as “income” or “family,” because there is considerable variation in defining these terms among the different programs that use the guidelines. These variations are traceable to the different laws and regulations that govern the various programs. This means that questions such as “Is income counted before or after taxes?”, “Should a particular type of income be counted?”, and “Should a particular person be counted as a member of the family/household?” are actually questions about how a specific program applies the poverty guidelines. All such questions about how a specific program applies the guidelines should be directed to the entity that administers or funds the program, since that entity has the responsibility for defining such terms as “income” or “family,” to the extent that these terms are not already defined for the program in legislation or regulations.

Dated: January 21, 2016.

Sylvia M. Burwell,

Secretary of Health and Human Services.

[FR Doc. 2016–01450 Filed 1–22–16; 8:45 am]

BILLING CODE 4150–05–P

DEPARTMENT OF HEALTH AND
HUMAN SERVICES

National Institutes of Health

National Institute of Allergy and
Infectious Diseases; Notice of Closed
Meetings

Pursuant to section 10(d) of the Federal Advisory Committee Act, as amended (5 U.S.C. App.), notice is hereby given of the following meetings.

The meetings will be closed to the public in accordance with the provisions set forth in sections 552b(c)(4) and 552b(c)(6), title 5 U.S.C., as amended. The grant applications and the discussions could disclose confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the grant applications, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: Microbiology, Infectious Diseases and AIDS Initial Review Group; Microbiology and Infectious Diseases Research Committee.

Date: February 18–19, 2016.

Time: 8:00 a.m. to 5:00 p.m.

Agenda: To review and evaluate grant applications.

Place: The Ritz-Carlton Hotel, Plaza II, 1150 22nd Street NW., Washington, DC 20037.

Contact Person: Frank S. De Silva, Ph.D., Scientific Review Officer, Scientific Review Program, Division of Extramural Activities, Room #3E72A, National Institutes of Health/ NIAID, 5601 Fishers Lane, MSC 9834, Bethesda, MD 20892934, (240) 669–5023, fdesilva@niaid.nih.gov.

Name of Committee: National Institute of Allergy and Infectious Diseases Special Emphasis Panel; “Comprehensive Resources for HIV Microbicides and Biomedical Prevention (N01)”.

Date: February 18, 2016.

Time: 10:30 a.m. to 5:00 p.m.

Agenda: To review and evaluate contract proposals.

Place: National Institutes of Health Room 3F100, 5601 Fishers Lane, Rockville, MD 20892 (Telephone Conference Call).

Contact Person: Jay R. Radke, Ph.D., AIDS Review Branch, Scientific Review Program, Division of Extramural Activities, Room #3G11B, National Institutes of Health, NIAID, 5601 Fishers Lane, MSC–9823, Bethesda, MD 20892–9823, (240) 669–5046, jay.radke@nih.gov.

(Catalogue of Federal Domestic Assistance Program Nos. 93.855, Allergy, Immunology, and Transplantation Research; 93.856, Microbiology and Infectious Diseases Research, National Institutes of Health, HHS)

Dated: January 19, 2016.

Natasha M. Copeland,

Program Analyst, Office of Federal Advisory Committee Policy.

[FR Doc. 2016–01313 Filed 1–22–16; 8:45 am]

BILLING CODE 4140–01–P

DEPARTMENT OF HEALTH AND
HUMAN SERVICES

National Institutes of Health

Submission for OMB Review; 30-Day
Comment Request; Media-Smart Youth
Leaders Program

SUMMARY: Under the provisions of section 3507(a)(1)(D) of the Paperwork Reduction Act of 1995, the *Eunice Kennedy Shriver* National Institute of Child Health and Human Development, National Institutes of Health (NIH) has submitted to the Office of Management and Budget (OMB) a request for review and approval of the information collection listed below. This proposed information collection was previously published in the *Federal Register* on October 16, 2015, pages 62541–62542, and allowed 60 days for public comment. One public comment was received. The purpose of this notice is to allow an additional 30 days for public comment. The *Eunice Kennedy Shriver* National Institute of Child Health and Human Development, National Institutes of Health, may not conduct or

MADISON COUNTY SHERIFF'S OFFICE
BENJAMIN J. STEWART, SHERIFF
2364 W US 90
MADISON, FLORIDA 32340
(850) 973-4151
FAX NO. (850) 973-8508

September 13, 2016

Tim Sanders, Clerk of Circuit Court and Comptroller
Madison County BOCC

RE: Carol Sirey

Dear Tim:

Carol Sirey, a Madison County dispatcher, resigned her position effective August 31, 2016. Her pay-off was \$13,292.00 for 667.5 hours of annual leave and 3.5 hours of sick leave for a total of 671 hours.

Annual/sick/holiday	Salary	Taxes	Retirement	Total
671 hours @ \$17.20 per hour	\$11,541.20	\$882.90	\$867.90	\$13,292.00

Please amend the Sheriff's Dispatch budget as follows:

030-63-521.1303 add \$11,541.20
030-63-521.2101 add \$ 882.90
030-63-521.2201 add \$ 867.90

This budget amendment is necessary since the Board of County Commissioners did not fund any (future) retirement proceeds.

Please remit \$13,292.00, account # 030-63-521.0000, to the Madison County Sheriff's Office.

Thank you for your assistance.

Sincerely,



Benjamin J. Stewart, Sheriff

BENJAMIN J. STEWART, SHERIFF
OPERATING ACCOUNT
 2364 WEST US 90
 MADISON, FL 32340



**Madison County
 Community Bank**
 Madison, FL 32340
 www.mccbflorida.com

63 1464 38205
 631

8/29/2016

PAY TO THE ORDER OF **CAROL T SIRCY**

Nine Thousand One Hundred Fifty-Two and 05/100*****

\$ **9,152.05

DOLLARS

CAROL T SIRCY
 8259 GREENVILLE HWY
 QUITMAN, GA 31643

E. R. Stewart
 AUTHORIZED SIGNATURE

MEMO

Pay Period: 08/01/2016-- 08/31/2016

⑈038205⑈ ⑆063114645⑆ 0003111⑈

BENJAMIN J. STEWART, SHERIFF

38205

Employee	Status (Fed/State)		Allowances/Extra	
CAROL T SIRCY, 8259 GREENVILLE HWY, QUITMAN, GA 31643	Married		Fed-10/0	
	Pay Period: 08/01/2016 - 08/31/2016		Pay Date: 08/29/2016	
Earnings and Hours	Hours	Rate	Current	YTD Amount
DISPATCH TERMINATION P	671:00	17.20	11,541.20	11,541.20
DISPATCH HOURLY			0.00	20,803.40
Overtime (x1.5) hourly			0.00	2,263.95
DISPATCH OT			0.00	206.40
	671:00		11,541.20	34,814.95
Deductions From Gross			Current	YTD Amount
AFLAC PRE TAX			0.00	-119.70
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	
Federal Withholding			-1,159.00	-4,254.00
Social Security Employee			-715.56	-2,107.82
Medicare Employee			-167.35	-492.96
			-2,041.91	-6,854.78
Adjustments to Net Pay			Current	YTD Amount
EMPLOYEE FRS 3%			-346.24	-1,044.46
ADMIN PETTY CASH			-1.00	-8.00
AFLAC AFTER TAX (2)			0.00	-122.50
			-347.24	-1,174.96
Net Pay			9,152.05	26,665.51
Non-taxable Company Items			Current	YTD Amount
DISPATCH RETIREMENT			867.90	867.90
DISPATCH WC INS.			98.10	98.10
UHC COUNTY PREMIUM			0.00	3,120.04
SRO LIFE INS.			0.00	22.19
WC NON CERTIFIED .85% admin			0.00	197.83
HA NON-CERTIFIED 7.26%			0.00	1,429.92
HA REG CLASS 7.52%			0.00	269.04

Madison County Sheriff's Office, 2364 W. U.S. 90, FL 32340

Powered by Intuit Payroll

BENJAMIN J. STEWART, SHERIFF

38205

Employee	Status (Fed/State)		Allowances/Extra	
CAROL T SIRCY, 8259 GREENVILLE HWY, QUITMAN, GA 31643	Married		Fed-10/0	
	Pay Period: 08/01/2016 - 08/31/2016		Pay Date: 08/29/2016	
Earnings and Hours	Hours	Rate	Current	YTD Amount
DISPATCH TERMINATION P	671:00	17.20	11,541.20	11,541.20
DISPATCH HOURLY			0.00	20,803.40
Overtime (x1.5) hourly			0.00	2,263.95
DISPATCH OT			0.00	206.40
	671:00		11,541.20	34,814.95
Deductions From Gross			Current	YTD Amount
AFLAC PRE TAX			0.00	-119.70
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	
Federal Withholding			-1,159.00	-4,254.00
Social Security Employee			-715.56	-2,107.82
Medicare Employee			-167.35	-492.96
			-2,041.91	-6,854.78
Adjustments to Net Pay			Current	YTD Amount
EMPLOYEE FRS 3%			-346.24	-1,044.46
ADMIN PETTY CASH			-1.00	-8.00
AFLAC AFTER TAX (2)			0.00	-122.50
			-347.24	-1,174.96
Net Pay			9,152.05	26,665.51
Non-taxable Company Items			Current	YTD Amount
DISPATCH RETIREMENT			867.90	867.90
DISPATCH WC INS.			98.10	98.10
UHC COUNTY PREMIUM			0.00	3,120.04
SRO LIFE INS.			0.00	22.19
WC NON CERTIFIED .85% admin			0.00	197.83
HA NON-CERTIFIED 7.26%			0.00	1,429.92
HA REG CLASS 7.52%			0.00	269.04

Madison County Sheriff's Office, 2364 W. U.S. 90, FL 32340

Powered by Intuit Payroll

Security features. Details on back

Nancy Curl

From: Sue Tuten [Sue.Tuten@mcso-fl.org]
Sent: Tuesday, August 23, 2016 3:50 PM
To: 'Lessia Gray'
Subject: Emailing - 20160823154104390.pdf
Attachments: 20160823154104390.pdf

Attached is Carol Sircy's time and leave with her final figures with her last day of employment being 08/31/16.

Annual Leave – 527.75 hours ✓
Balance in Annual Leave Bank – 139.75 hours ✓
Sick Leave – 13.75 hours $\times .25 = 3.44$ 3.5 rounded

If you have any questions please let me know.

Thanks,

Sue

527.75
+ 139.75
+ 3.5

671.00

Sue Tuten
Civil Secretary
Madison Co. Sheriff's Office

~~Sale~~ Term Payout
 $671 \times 17.20 = 11,541.20$
FICA 882.90
Retirement 867.90

13,292 total

Madison County Sheriff's Office
 2364 W. U.S. 90
 FL 32340

CAROL T SIRCY
 8259 GREENVILLE HWY
 QUITMAN, GA 31643

Employee Pay Stub Check number: 38205 Pay Period: 08/01/2016 - 08/31/2016 Pay Date: 08/26/2016

Employee

CAROL T SIRCY, 8259 GREENVILLE HWY, QUITMAN, GA 31643

Earnings and Hours				Non-taxable Company Items			
	Qty	Rate	Current	YTD Amount		Current	YTD Amount
DISPATCH TERMINATION P...	671:00	17.20	11,541.20	11,541.20	DISPATCH RETIREMENT	867.90	867.90
DISPATCH HOURLY				20,803.40	DISPATCH WC INS.	98.10	98.10
Overtime (x1.5) hourly				2,263.95	UHC COUNTY PREMIUM		3,120.04
DISPATCH OT				206.40	SRO LIFE INS.		22.19
	671:00		11,541.20	34,814.95	WC NON CERTIFIED .85% admin		197.83
					HA NON-CERTIFIED 7.26%		1,429.92
					HA REG CLASS 7.52%		269.04
Deductions From Gross			Current	YTD Amount			
EMPLOYEE FRS 3%			-346.24	-1,044.46			
AFLAC PRE TAX				-119.70			
			-346.24	-1,164.16			
Taxes			Current	YTD Amount			
Medicare Employee Addl Tax			0.00	0.00			
Federal Withholding			-1,159.00	-4,254.00			
Social Security Employee			-715.56	-2,107.82			
Medicare Employee			-167.35	-492.96			
			-2,041.91	-6,854.78			
Adjustments to Net Pay			Current	YTD Amount			
ADMIN PETTY CASH			-1.00	-8.00			
AFLAC AFTER TAX {2}				-122.50			
			-1.00	-130.50			
Net Pay			9,152.05	26,665.51			

Carol Taylor Sircy
8259 Greenville Highway
Quitman, Georgia 31643

August 8, 2016

Sheriff Ben Stewart
Madison County Sheriff's Department
2364 W US Highway 90
Madison, Florida 32340

Sheriff Ben Stewart,
cc: Terry Lenz-Thigpen

Please accept this letter as my official resignation and retirement from the Madison County Sheriff's Department as a 911 Communications Officer of 20 years. My work here has been a part of my heart serving the citizens of Madison County and working along side with my brothers (in Christ). I will miss them all.

Sheriff Stewart, it has been my heart's pleasure to do what I think the Lord called me to do. There have been many days that were a pleasure and filled with happiness but the days of hardship and heartache I care not to remember. On those days, it was my Lord and Savior who carried me, my co-workers, and Officers.

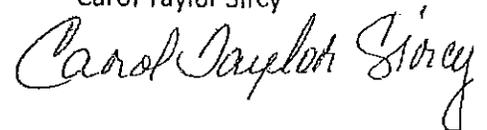
I request my final paycheck, along with my vacation and sick leave to be available to me for pick up on my last day of employment which will be ~~Thursday, September 1, 2016.~~ Wednesday, August 31, 2016 (CS)

I leave with a continued prayer for all the 911 Communications Officers, Law Enforcement Officers, EMS, and Fire units of Madison County for a hedge of protection from our Most High God. I pray for protection and strength as they suit up each day to protect this wonderful county.

Psalm 91

Sincerely,

Carol Taylor Sircy



**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Madison County Board of County Commissioners
for and on behalf of
Madison Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Madison County Board of County Commissioners for and on behalf of Madison Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2016-2017 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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 "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17, *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

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

Payment 1, Deliverable/Task 1:

- Payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

- 2. Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 28 of this Agreement.
- 3. Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
- 4. 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 should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Betty Lawrence, Library Cooperative Director
378 Northwest College Loop
Madison, Florida 32340
Phone: (386) 362-5779
Facsimile:
Email: blawrence@neflin.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2016-2017 State Aid to Libraries Final Grants” document (Attachment B), 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. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **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 flvendor.myfloridacfo.com/. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed 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*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

Payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. 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, which are available online at myfloridacfo.com/aadir/reference_guide/.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. Travel Expenses. The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

12. 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*.

13. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, 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, Recipient 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.

14. 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 A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), *Florida Statutes* within nine months of the close of its fiscal year.

15. 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) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-

year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. 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.

17. 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.

18. Noncompliance. Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

19. 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).

20. 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. In the event that the state 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 expended 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.

21. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. 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.

23. 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 venturers or partners of the Division.

24. 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 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 this 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, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department 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.

25. 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. For consequences of noncompliance, see Section 19 18, Noncompliance.

26. 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, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. 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.

28. Termination of Agreement. 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.

29. 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.

30. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which 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 succeeding governmental agency as if it was the original party to this Agreement.

31. 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 in accordance with Section 287.057, *Florida Statutes*.

- 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 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 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.

32. 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.

33. 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 Library and Information Services.

34. 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.

35. 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.

36. 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.

37. 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.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2016-2017 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee:
By: _____
Chair of Governing Body or
Chief Executive Officer

Typed name and title

Clerk or Chief Financial Officer

Typed name and title

Date

Department of State:
By: _____

Typed name and title

Witness

ATTACHMENT A
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 Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, 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 OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/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 the 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 non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates 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 by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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)

www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250

3. 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 at each of the following addresses:

Department of State
Office of Inspector General
R.A. Gray Building, Room 114A
500 S. Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 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

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

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.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

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

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030

Award Amount: Listed on Attachment B, Fiscal Year 2016-2017 State Aid to Libraries Final Grants

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

As contained in the Compliance Supplement to CSFA Number 45.030.

ATTACHMENT B

[Fiscal Year 2016-2017 State Aid to Libraries Final Grants]



BUILDING ENTRY AGREEMENT

This Building Entry Agreement (“Agreement”) is made and entered into as of the “Effective Date” (as defined below) by and between **MADISON COUNTY COURTHOUSE** (“Building Owner”) and **EMBARQ FLORIDA, INC d/b/a CENTURYLINK** (“Licensee”).

BACKGROUND:

Building Owner owns that certain real property having an address of **125 SW Range Ave Madison, FL 32340** (“Property”), and owns the building located on the Property (“Building”). Building Owner is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. License. Building Owner grants Licensee a license (“License”) so that Licensee can provide communications services to its customers, including tenants and occupants of the Building. This grant of License permits Licensee, its employees, agents, contractors and affiliates: (a) to enter into, access and use all parts of the Building, up to and including the roof and any of Building Owner’s conduit, which is deemed necessary by Licensee for Licensee to construct, install, operate, maintain, upgrade, monitor and remove any cables and miscellaneous equipment (collectively, “Equipment”) at any time or from time to time in order to provide such communications services; and (b) to construct, install, operate, maintain, upgrade, monitor and remove Equipment at any time and from time to time over, upon, under, through and along the Property (and in any of Building Owner’s conduit that may be located on the Property), including entrance facilities from the public right of way to the Building, as is deemed necessary by Licensee so that Licensee can provide such communication services, as well as the right of reasonable ingress and egress over and across the Property to access such Equipment. Nothing contained in this Section will be construed as: (i) granting to Licensee any property or ownership rights in the Property or Building Owner’s other real or personal property, except as may be provided for in this Agreement; (ii) granting to Building Owner any right, title or interest in and to the Equipment; or (iii) creating a partnership or joint venture between Building Owner and Licensee. Licensee will have exclusive use of any conduit it installs on the Property.

2. Construction. Prior to the commencement of any work in or near the Building (including periodic installation of the Equipment), Licensee will, at its expense, prepare and deliver to Building Owner plans describing all proposed work. Licensee will: (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; and (c) obtain prior to the commencement of any work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.

3. Equipment. All risk associated with the Equipment will be borne by Licensee. Building Owner will not interfere with Licensee’s use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Within 90 days of the expiration or termination of this Agreement, Licensee will, either (i) at its expense, remove some or all Equipment and its personal property from the Building and the Property, and repair all damage caused by such removal, reasonable wear and tear excepted, or (ii) abandon some or all of the Equipment in place, unavailable for use.

4. Termination; Term. This Agreement will terminate upon the earliest to occur of: (a) the date which is 30 days following Building Owner’s notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period); (b) the 30th day following



written notice to Building Owner by Licensee of its intent to terminate this Agreement; (c) the date of a casualty to all or any portion of the Building if the result of such casualty is, in Licensee’s reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (d) the date of condemnation or taking of all or any portion of the Building or the Property if the result of such condemnation or taking is, in Licensee’s reasonable judgment, to render the continued services by Licensee under this Agreement impractical. Except as otherwise provided in the preceding sentence, this Agreement will have an initial term of ten years (“Initial Term”), commencing on the Effective Date, and thereafter will automatically renew for four additional periods of five years each. At any time after the expiration of the Initial Term, if Licensee is not using the Equipment to provide services to any customer on an anniversary of the Effective Date, Building Owner may terminate this Agreement upon at least 60 days’ prior written notice to Licensee. If, during this sixty day notice period, Licensee enters into an agreement with a customer to provide services, Building Owner’s notice of termination will be ineffective. The time period in which this Agreement is in effect will be referred to in this Agreement as the “Term.” The License cannot be revoked during the Term except as provided in this Section.

5. Notice. Whenever any notice or other communication (collectively, “Notice”) is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner: Madison County Courthouse
c/o Tim Sanders
125 SW Range Ave
Madison, FL 32340

If Notice to Licensee: CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
Attention: Construction Services - East

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

6. Indemnification and Waiver. Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claim, damage and expense of whatever kind, including reasonable attorneys’ fees and court costs (collectively, “Damages”) to the extent such Damages arise from Licensee’s breach of this Agreement or Licensee’s negligence or intentional misconduct. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages to the extent such Damages arise directly or indirectly from Building Owner’s breach of this Agreement or Building Owner’s negligence or intentional misconduct. Notwithstanding anything else contained in this Agreement, the parties waive any right to seek against each other any consequential damages, special damages and punitive damages. The provisions of this Section will survive termination of this Agreement.

7. Insurance. Without limiting the liabilities or indemnification obligations of Licensee, Licensee will, at all times during the Term, carry and maintain at its expense the following insurance from insurers with minimum Best’s ratings of “A-VII” authorized to do business in the state where the Building is



located: (a) Workers' Compensation insurance in accordance with the law of the state where any work under this Agreement is being performed including Employer's Liability insurance with limits not less than \$1,000,000 each accident; (b) Commercial General Liability Insurance with an occurrence limit of not less than One Million Dollars (\$1,000,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000) covering personal injury, bodily injury, death, property damage, products/completed operations and contractual liability; (c) Commercial Automobile Liability with limits not less than \$1,000,000 combined single limit per occurrence covering bodily injury and property damage for all owned, non-owned and hired vehicles used in connection with the performance of this Agreement; and (d) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property. At all times during the Term, Building Owner will carry and maintain at its expense "All Risk" property insurance covering the Building and its equipment in amounts not less than their full replacement cost, as well as commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Building Owner, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the policies described in subsections (b) and (c) above. The coverage described in subsection (b) will be primary and not contributory to insurance which may be maintained by Building Owner, subject to the indemnification provisions of this Agreement. Prior to Licensee commencing any work under this Agreement, Licensee will make available to Building Owner evidence of the insurance required herein. Evidence of Licensee's insurance is available at www.centurylink.com/moi.

8. Miscellaneous. (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant License is the enhanced value of the Building to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Building or the Property of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records this Agreement or any memorandum of this Agreement; and (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified or amended except in a writing signed by all of the parties.

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9. **Counterparts, Facsimile and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

10 **Effective Date.** This Agreement is effective on the date it is last signed by all parties (“Effective Date”).

“Building Owner”

“Licensee”

MADISON COUNTY COURTHOUSE

EMBARQ FLORIDA, INC d/b/a
CENTURYLINK

By: _____

By: _____

Name: _____

Victoria Bucher

Title: _____

Network Real Estate

Date: _____

Date: _____

Q All Tim, search your mailbox

Search Mail

Search Web

Home

Tim



Compose

Archive Move Delete Spam Move

Add Gmail, Outlook, AOL and more

Inbox (11)

Drafts (4)

Sent

Archive

Spam (5)

Trash (2)

Smart Views

Important

Unread

Starred

People

Social

Shopping

Travel

Finance

Folders

Notes

Recent

FW: CenturyLink Building Entry Agreement - 125... People

Tim Sanders <tsanders@madisonclerk.com> Today at 3:38 PM To madison.timsanders@yahoo.com

From: Johnson, Kael B{QUADRANT} [mailto:Kael.Johnson@centurylink.com] Sent: Tuesday, September 20, 2016 3:09 PM To: 'tsanders@madisonclerk.com' <tsanders@madisonclerk.com> Subject: CenturyLink Building Entry Agreement - 125 SW Range Ave

Mr. Sanders,

Attached is the CenturyLink Building Entry Agreement for the Madison County Courthouse property in Madison. This agreement gives CenturyLink the permission to place the equipment on the property for the fiber/Ethernet service. If you have any questions about the document please let me know.

Thank you,

Kael Johnson Right of Way Field Agent Real Estate Contractor for CenturyLink Tesinc, LLC (c) 407-415-6330

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

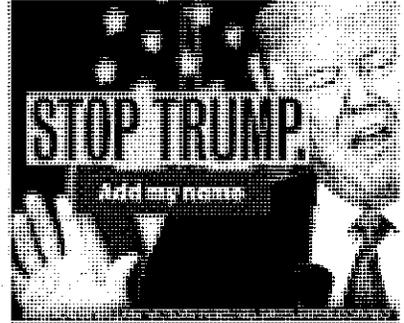


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**ROADSIDE RIGHT-OF-WAY MOWING
MADISON COUNTY, FLORIDA
PROJECT NUMBER FY 2013 - 06
SPECIFICATIONS**

The contractor agrees to perform all work for Madison County, Florida in accordance with the following specifications and the "Contract for Right-of-Way Mowing".

SCOPE OF WORK: Contractor shall maintain Madison County road right-of-way by mowing during the prescribed time period and at the required frequency. Mowing shall be along both road shoulders from the edge of the roadway (pavement) to the currently maintained and cleared mowing limit. The exact locations of the Madison County road right-of-ways to be mowed are on file with the Madison County Road Department and are marked and located on a Madison County road map which shall be provided to the contractor. Approximate quantity of acres to be mowed is one thousand (1,000) at a frequency of three (3) to four (4) times per Fiscal Year (October 1st thru September 30th). The season for mowing should normally begin in April, but definitely no later than early May each year, and shall continue until all designated right-of-way is mowed and prepared for the upcoming winter months.

Madison County retains the right to vary the number of acres to be mowed and to adjust the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule shall be monitored by the County Road Department Coordinator and payment for acres mowed shall be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless approved in advance by the County Road Department Coordinator, and there shall be minimum interference with public access to and use of County Roads. Mowing debris shall be kept to a minimum on private property and public right-of-way.

The contractor shall furnish all labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike and safe manner all work required in connection with maintaining Madison County's roadside right-of-ways by litter removal, weed eating and mowing approximately 1,000 acres.

TERM: Contract Term shall mean the time period beginning on the effective date and ending on the next ensuing September 30th. The Contract may be extended if not terminated earlier, thirty (30) days prior to the last day of the Contract Term, and shall be renewed on the same terms and conditions as set out in the Contract for the first year's term, which term shall coincide with the Fiscal Year immediately following such renewal. The Contract shall be likewise renewed each and every year thereafter, unless and until, it is terminated.

REGISTRATIONS AND PERMITS: The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on the Contract until the County has such proof on file. Failure by the contractor to register all motor vehicles operated under this contract will be cause for disqualification of the contractor.

It shall be the contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the contractor's operations. The contractor shall further be responsible for all fees associated with the performance of the Contract.

No work shall be performed under the provisions of the Contract on any properties outside the limits of the County right-of-way.

WORK SCHEDULE: In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the County Road Department Coordinator. No work shall be done when weather conditions limit good visibility to less than 500 feet.

PRESERVATION OF PROPERTY: The contractor shall preserve from damage all property associated with, or in the vicinity of, all mowing work performed. This applies to public and private property and/or utilities.

PROJECT DESCRIPTION: The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

AREAS DESIGNATED FOR MOWING: A map of areas to be mowed shall be provided by the Madison County Road Department. Roads may be added or deleted at the discretion of the County Road Department Coordinator. Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, unpaved roadside ditch bottoms, median islands and similar areas conducive to the use of high production mowing equipment. Mowing shall conform to previously established mowing limits. Payment shall be allowed for mowing of additional areas if so determined by Madison County.

QUANTITY AND FREQUENCY OF MOWING: The mowing acres specified in the contract are approximately one thousand (1000) acres. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under the contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

EQUIPMENT: All equipment shall be equipped with safety devices properly maintained at all times while equipment is in use. Safety devices to prevent flying debris shall be installed and maintained. If the County Road Department Coordinator determines that equipment is deficient in safety devices, the contractor shall be notified immediately. The contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the County Road Department Coordinator. Inspection and approval of the contractor's equipment by the County Road Department Coordinator shall not relieve the contractor of responsibility or liability for injury to person or damage to property caused by the operation of the equipment. Equipment which damages curbs, pavement or turf in any way shall not be allowed. Equipment must have amber flashing lights in use at all times. Lights shall be used only as required during the course of mowing and not be used when traveling to and from the job site. All mowing equipment regularly operated during mowing shall be painted a high visibility color.

Equipment shall be maintained in good condition and shall produce a clean, sharp cut with uniform distribution of the cuttings at all times. There should be no pile ups of cuttings or mowing debris. The mowers shall be adjusted to a maximum cut height of six (6) inches. The contractor is responsible for furnishing equipment of a type and in a quantity for performing satisfactory work within the time specified. If in the opinion of the County Road Department Coordinator the contractor has not provided sufficient equipment to complete mowing within the allotted time, the contractor shall be instructed to provide additional equipment immediately as directed by the County Road Department Coordinator.

METHOD OF OPERATION: The contractor shall not begin any mowing cycle until authorized by the County Road Department Coordinator. When beginning the initial mowing cycle, mowing shall commence at either or both extremities of the project area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless a change in pattern is authorized by the County Road Department Coordinator. At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be left partially mowed. Each mowing cycle shall be completed in its entirety prior to beginning another cycle. If the contractor is prevented from mowing any particular area due to temporary weather conditions or if other work forces, private or public, are working in the area, then once the conflicting conditions are eliminated, the contractor may then be required to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are saturated with standing water to a point where turf damage could occur shall not be mowed until they dry out and can then be mowed during a subsequent cycle. No deduction shall be made from the pay quantities for any such area unless that area exceeds one (1) acre in size.

The contractor shall be responsible for the pickup and removal from right-of-way of any obstacles such as wood, tires and cans, etc., that cannot be traversed by mowing equipment. Contractor shall also be responsible for removing all litter from said right-of-way for a total litter control. Any litter that is mown over and scattered shall be picked up immediately and properly disposed of. The contractor shall exercise the necessary care to preclude any source of litter created by the mowing operation.

The contractor shall be responsible for the proper disposal of all roadside debris and trash by transporting it to the nearest Madison County Solid Waste and Recycling Facility, and shall not be charged for the disposal of any debris or trash removed from Madison County road right-of-way.

During periods of mowing operations, the County Road Department Coordinator shall inspect and approve quality of work performed. In the event of unsatisfactory work, the contractor shall be required to re-mow the area in question without additional compensation and complete the mowing cycle within the allotted time.

LIMITATIONS OF OPERATION: When mowing within ten (10) feet of the travel way, all equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges having full width shoulders on the right side of the road, the crossing should be made on the shoulder. All bridges shall be crossed with extreme care and mowing operations shall be planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross travel ways, a crossing location shall be selected that provides a safe and unobstructed sight distance. The mower operator shall stop before crossing the travel way and should permit closely approaching vehicles to pass before making the crossing. During mowing operations, travel crossings should be minimized.

Any equipment parked on the right-of-way overnight shall be parked as close to the outside right-of-way limit as possible. High visibility markers such as traffic cones with reflective tape shall be placed adjacent to equipment parked on the County right-of-way.

QUALITY OF WORK: All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of one half inch (1/2") plus or minus, unless otherwise directed by the County Road Department Coordinator. Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mown grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings shall be allowed as a result of cleaning the mowing equipment. If such piles occur, they must be scattered.

In the event the contractor damages the turf, curbs or pavement, the contractor shall be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

In areas where landscaping has obviously been established or natural landscaping has been preserved, mowing shall conform to the established mown contours. The contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the County Road Department Coordinator. Appurtenances shall include, but are not limited to sign posts and bases, delineator posts, fences, guardrails or barrier walls, end walls, pipes, drainage structures, poles, guys, landscape areas, etc. The contractor is not required to remove grass or other vegetative cuttings from the right-of-way, nor is he required to rake or pick up the cuttings, except for those piles resulting from the cleaning of mowing equipment.

WEED EATING: The contractor shall be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include, but not be limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mown areas.

HERBICIDE TREATMENT: The contractor may choose to treat problem areas that cannot be mowed or are difficult to cut with a weed trimmer such as certain culvert pipes or guardrails, with herbicides. Treatment of problem areas shall not cause an unsightly appearance and will be limited to the most difficult areas to reach. The contractor shall coordinate the use of herbicides with the County Road Department Coordinator prior to their use.

HOLD HARMLESS: To the extent allowed by law the contractor shall indemnify, defend and save and hold harmless, Madison County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of these specifications and/or Contract by the contractor, the contractor's sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the contractor, the contractor's sub-contractors, agents, or employees. Neither contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of Madison County or any of its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The contractor shall carry and keep in force during the period of the contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, providing public liability insurance of one million dollars (\$1,000,000.00), for the services and work to be rendered in accordance with these specifications and the accompanying Contract. Certificates of such insurance shall be filed with Madison County prior to beginning work under the Contract and shall be subject to approval for adequacy of protection.

WORKER'S COMPENSATION INSURANCE: The contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of the contractor's employees. The contractor shall insure that the employees of a subcontractor are covered by similar insurance.

PAYMENT: The quantity of the mowing areas has been predetermined by Madison County. The quantities for payment shall be the number of acres of roadside mowed in accordance with these specifications. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deductions are made for any areas omitted according to these specifications. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary for completion of all mowing operations specified.

CONTRACT FOR RIGHT-OF-WAY MOWING

THIS CONTRACT is effective as of its EFFECTIVE DATE, by and between the COUNTY, and the CONTRACTOR, who for and in consideration of the terms and conditions set forth herein do covenant and agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings unless the context clearly requires otherwise.
 - 1.1 *CONTRACT* shall mean this Contract between the COUNTY and the CONTRACTOR.
 - 1.2 *CONTRACTOR* shall mean Keen Forest Management Inc., whose address is 119 NW CR 290, Mayo, Florida 32066, and whose Federal Tax ID No. is 59-3370228.
 - 1.3 *CONTRACT TERM* shall mean the time period beginning on the EFFECTIVE DATE and ending on the next ensuing September 30.
 - 1.4 *COUNTY* shall mean Madison County, a political subdivision of the State of Florida.
 - 1.5 *COUNTY REPRESENTATIVE* shall mean Mr. Lonnie Thigpen, whose contact information is Phone: (850) 973-2156; Email: mcrdlonnie@madisoncountyfl.com, or such other person as may be designated by the COUNTY, from time to time, upon written notice to CONTRACTOR.
 - 1.6 *EFFECTIVE DATE* shall mean the date the CONTRACT is executed by the last party to execute it.
 - 1.7 *FISCAL YEAR* shall mean the COUNTY's fiscal year which runs from October 1 through September 30.
 - 1.8 *PROJECT MANAGER* shall mean Clinton Keen whose contact information is Phone: (386) 362-8345; Email: tinytots@windstream.net or such other person as may be approved, in advance and in writing, by the COUNTY.
 - 1.9 *REQUIRED INSURANCE LIMITS* shall mean (i) for workers' compensation insurance, the limits shall be as required by law; (ii) for motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit; (iii) for general liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate; (iv) for professional liability insurance, the limits shall be a minimum of \$0.00 per occurrence and \$0.00 general aggregate.

- 1.10 *REQUEST* shall mean the COUNTY's Request for Proposals number RFP FY 2013 - 06, as advertised.
- 1.11 *WORK* or *SCOPE OF WORK* shall mean performing everything required to be performed and providing and furnishing all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining COUNTY's roadside right-of-ways by litter removal, weed eating, and mowing approximately 1,000 acres at a frequency of 3 to 4 times per FISCAL YEAR. (Provided that should this contract be entered into by the parties in the middle of the FISCAL YEAR, the frequency of mowing shall be prorated accordingly for that first FISCAL YEAR.) Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.
2. Representation of Qualification. CONTRACTOR represents that: (1) the CONTRACTOR is presently, and throughout the CONTRACT TERM shall continue to be, qualified and capable of providing the services and requirements as set forth in the REQUEST and the SCOPE OF WORK; (2) CONTRACTOR presently has, and throughout the CONTRACT TERM shall maintain, all professional licenses and other licenses and permits necessary to provide the services and fulfill the requirements as set forth in the REQUEST and the SCOPE OF WORK; (3) if the CONTRACTOR is a business entity, the CONTRACTOR is the business entity set out in the definition of the term CONTRACTOR; (4) if the CONTRACTOR is a foreign business entity, the CONTRACTOR is duly registered and authorized to do business in the State of Florida; and, (5) the name, address, contact information, Federal Tax ID number and all other identifying information for the CONTRACTOR set out in the definition of the term CONTRACTOR is correct. It shall be the continuing duty of the CONTRACTOR to immediately notify the COUNTY should any of the above represented information change in any way during the CONTRACT TERM.
3. Engagement. Based on the representations in paragraph 2 above, the COUNTY hereby engages CONTRACTOR to provide the services as described in the SCOPE OF WORK during the CONTRACT TERM.
4. Contract Documents. In the event of any conflict between the REQUEST and this CONTRACT, this CONTRACT shall prevail. CONTRACTOR shall initiate the performance of the WORK following receipt of written authorization to proceed from the COUNTY.
5. Payment. The COUNTY shall pay to the CONTRACTOR for the performance of this CONTRACT, subject to any additions or deductions provided therein, in current funds, the sum of \$ 16.95 per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the COUNTY REPRESENTATIVE and will be at the end of each mowing cycle based on invoices furnished by the CONTRACTOR.

CONTRACTOR may invoice the COUNTY monthly. Each invoice shall be submitted to the COUNTY REPRESENTATIVE, shall have the CONTRACT number on it, a description of the WORK done, the rate charged for said WORK, and the date(s) the WORK was done. Upon staff quality control and acceptance of the invoices, COUNTY shall pay all amounts due CONTRACTOR within thirty (30) days.

6. Preservation of Property. The CONTRACTOR shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the WORK. This includes without limitation, automobiles, bicycles, mailboxes, driveways, culverts, animals, trees, shrubs, power poles, power lines, irrigation lines, sprinkler heads, buried utilities of all kinds, and all property regardless of whether it is owned by the COUNTY or others. Any damage occurring to such properties shall be immediately repaired at the expense of the CONTRACTOR.
7. Subcontracting. Other persons may be authorized to do WORK as may be recommended by CONTRACTOR and approved in advance and in writing by the COUNTY.
8. Extension of CONTRACT TERM. Unless terminated earlier as provided herein, thirty (30) days prior to the last day of the CONTRACT TERM, this CONTRACT shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, which term shall coincide with the FISCAL YEAR, immediately following such renewal. This CONTRACT shall be likewise renewed each and every year thereafter, unless and until terminated as set out herein.
9. Termination of this CONTRACT. Either party may terminate this CONTRACT for any or no cause upon thirty (30) days written notice to the other party. Upon such notice, CONTRACTOR will be entitled only to compensation covering the portion of the WORK accomplished pursuant to this CONTRACT prior to the effective date of such termination notice, less any sums CONTRACTOR may owe COUNTY.
10. Errors and Omissions. It shall be the CONTRACTOR's responsibility to ensure that CONTRACTOR's work product is free from errors and omissions and to timely correct any errors or omissions which may be discovered.
11. Independent Contractor Status. CONTRACTOR shall be deemed to be an independent contractor in all its operations and activities hereunder.
 - 11.1 Contractor's Employees. The employees furnished by CONTRACTOR to perform the WORK and CONTRACTOR'S subcontractors shall be paid by CONTRACTOR for all such services. CONTRACTOR will be responsible for all obligations and reports concerning FICA, unemployment insurance, worker's compensation, income tax, and other reports and deductions required by an applicable state or federal law. Under no circumstances shall such employees and subcontractors be deemed to be the employees of the COUNTY.

- 11.2 Contractor to Furnish It's Own Means of Work. CONTRACTOR shall, at its expense, supply all labor, equipment, materials, and supplies to complete the WORK.
- 11.3 Expenses Not to Be Billed Separately. The consideration paid to CONTRACTOR under this CONTRACT is for all of CONTRACTOR's costs and expenses including but not limited to all of its services, personnel, administrative fees, materials, equipment, copies, telephone, postage, meals, lodging, and travel. Expenses are not to be billed separately, but are incorporated into the fixed fee costs.
- 11.4 Contractor Not to Be Agent. CONTRACTOR is not an agent of COUNTY and does not have any authority with respect to any matter or in any manner to obligate or commit COUNTY by contract or otherwise.
12. Changes to General Scope/Equitable Adjustment. COUNTY may, at any time, by written order, make changes within the general scope of the CONTRACT as to the WORK and services to be performed. If any such changes cause an increase in the cost or the time required for performance of this CONTRACT, an equitable adjustment shall be made with the consent of CONTRACTOR in the CONTRACT price or time of performance, or both, and CONTRACTOR will be notified in writing accordingly.
13. W-9 Requirement. Upon execution of the CONTRACT, the CONTRACTOR shall immediately submit to the COUNTY a completed IRS Form W-9, for reporting purposes only. The COUNTY shall make no payments to the CONTRACTOR, under the CONTRACT or for any other reason, unless and until such form is submitted to COUNTY.
14. Insurance Coverages. The CONTRACTOR shall provide insurance as follows:
- 14.1 CONTRACTOR will purchase and maintain all insurance necessary to protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from CONTRACTOR's operations under this CONTRACT, whether those operations be by the CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.
- 14.2 This insurance shall be written for not less than the REQUIRED INSURANCE

LIMITS or as required by law, whichever is greater, and shall include contractual liability insurance.

- 14.3 Before starting the WORK, CONTRACTOR will file with the COUNTY certificate(s) of insurance, acceptable to the COUNTY, providing evidence that CONTRACTOR has in full force and effect the insurance required herein with insurers authorized to do business in the State of Florida. These certificate(s) shall contain provision(s) that provide, without limitation, the following:
 - 14.3.1 For all insurances except for professional liability insurance, name the COUNTY as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of COUNTY's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.
 - 14.3.2 The coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the COUNTY.
- 14.4 Should the CONTRACTOR provide professional services pursuant to this CONTRACT, the CONTRACTOR shall purchase and maintain professional liability insurance covering such professional services. The insurance shall be written for not less than the REQUIRED INSURANCE LIMITS. Should the REQUIRED INSURANCE LIMITS for professional liability insurance be shown herein as greater than \$0.00, then the parties will be deemed to agree that the services being provided by the CONTRACTOR are professional services and the CONTRACTOR shall purchase and maintain professional liability insurance in such amount. Should the REQUIRED INSURANCE LIMITS for professional liability insurance be \$0.00, then the parties will be deemed to agree that the services being provided by the CONTRACTOR are not professional services and no professional liability insurance shall be required.
15. Compliance with Laws. CONTRACTOR, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations of the federal, state, or local government, including, without limitation, those relating to wages, hours, and work conditions. Further, CONTRACTOR shall, at CONTRACTOR's sole expense, apply for, acquire and maintain all permits, licenses and regulatory approvals necessary for the CONTRACTOR to complete the WORK.
16. Ownership of and Rights to Items Produced. COUNTY shall have absolute ownership of and unlimited rights in all items produced or delivered in the performance of this CONTRACT. CONTRACTOR shall not publish or use any of the information or products generated by this CONTRACT for advertising, presentations not directly connected with this CONTRACT, or for other uses not connected with this CONTRACT without the prior written approval of the COUNTY.

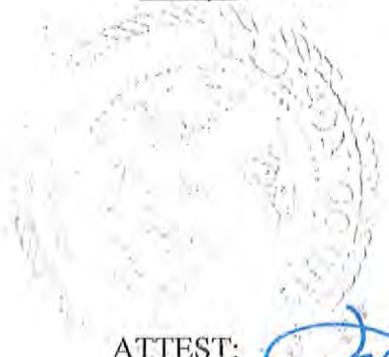
17. Indemnification. CONTRACTOR shall be solely responsible for and shall hold COUNTY free and harmless from, and hereby indemnifies COUNTY against any and all claims, demands, courses of action, loss, cost, damages, and expenses, attorneys fees and consultants fees arising out of or in connection with, property damage, or injuries or death of any and all persons in any way sustained, or alleged to have been sustained, in connection with, or arising out of the performance of the WORK by CONTRACTOR, its agents and employees, and its subcontractors, unless caused by the sole negligence of COUNTY employees while working on this project for COUNTY. Provided that notwithstanding anything else herein to the contrary, to the extent the CONTRACT is a “Professional Services Contract” as defined in Section 725.08(3), Florida Statutes and the CONTRACTOR is a “Design Professional” as defined in Section 725.08(4), Florida Statutes, the indemnification provided herein shall be limited to that indemnification allowed under Section 725.08(1-2), Florida Statutes.
18. Records Retention. The books, records, and documents of CONTRACTOR, insofar as they relate to WORK performed or money received under this CONTRACT, shall be retained by the CONTRACTOR for a period of three years from the date of the final payment, except that such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit that commences prior to the expiration of the three-year period. Notice of the need for such extended retention shall be in writing and signed by COUNTY's representative. All records shall be subject to audit, at any reasonable time and upon reasonable notice, by COUNTY or other duly authorized representatives of the State.
19. Binding Effect. CONTRACTOR binds itself and its successors, and assigns to COUNTY and to the successors, and assigns of COUNTY, in respect to all covenants of this CONTRACT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body or corporation which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than COUNTY and CONTRACTOR.
20. Project Manager to Be Agent of Contractor. CONTRACTOR agrees that the PROJECT MANAGER is to have direct, primary, and continuing responsibility for the WORK under this CONTRACT. While other individuals and specialists will be involved, the PROJECT MANAGER shall be available to COUNTY on a timely basis throughout the duration of the project. The PROJECT MANAGER shall have complete authority to transmit instructions, receive information, and interpret and define CONTRACTOR's obligations with respect to the WORK under this CONTRACT and otherwise bind CONTRACTOR under this CONTRACT.
21. COUNTY Representative to Be Representative of the COUNTY. COUNTY agrees that the COUNTY REPRESENTATIVE is to have direct, primary, and continuing responsibility for the WORK under this CONTRACT.

22. Notices. All notices required to be given under this CONTRACT shall be in writing and addressed, in the case of COUNTY, to the COUNTY REPRESENTATIVE and in the case of CONTRACTOR, to the PROJECT MANAGER. All such notices shall be effective on the date received by the addressee or the addressee's office.
23. Gifts. CONTRACTOR shall not pay any part of the TOTAL CONTRACT AMOUNT provided herein, directly or indirectly, to any officer or employee of COUNTY or the State of Florida as wages, compensation, or gifts in exchange for acting as CONTRACTOR in connection with any WORK contemplated or performed in connection with this CONTRACT, without prior COUNTY approval.
24. Non Discrimination. CONTRACTOR will not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps or marital status with respect to any operations and activities hereunder.
25. Conflicts. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR further covenants that, in the performance of this CONTRACT, no person having any such interest shall be employed. CONTRACTOR warrants that it has not employed, retained, paid, or agreed to pay any company or person, other than a bonafide employee, to solicit or secure this CONTRACT contingent upon or resulting from the award or making of this CONTRACT.
26. Severability. If any section, clause, or provision of this CONTRACT shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion, or provision of this CONTRACT.
27. Public Records. All documents, papers, letters, or other material made or received by CONTRACTOR in conjunction with this CONTRACT shall be a public record under Chapter 119, Florida Statutes. COUNTY reserves the right to unilaterally cancel this CONTRACT for refusal by CONTRACTOR to allow public access to such records.
28. Time of Essence. COUNTY and CONTRACTOR understand that time is of the essence of this CONTRACT.

IN WITNESS WHEREOF, the COUNTY has executed this CONTRACT this 23rd day of May, 2013.

BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, FLORIDA

BY: Wayne W. Vickers
Wayne Vickers
Chair



ATTEST: Tim Sanders
Tim Sanders,
Clerk

27th IN WITNESS WHEREOF, the CONTRACTOR has executed this CONTRACT this day of May, 2013.

Keen Forest Mgt.
By: Chris Keen
Its authorized representative.

**ROADSIDE RIGHT-OF-WAY MOWING
MADISON COUNTY, FLORIDA
AS OF SEPTEMBER 15, 2015**

Road Name	Mileage	Width (total both sides)	Acreage
NW Little Cat Road (NW CR 146)	15.0	59.2	107.64
SW Moseley Hall Road (SW CR 360)	17.0	54.6	112.51
South CR 53 (S. of I-10)	9.0	55.6	60.65
SW CR 14	10.0	47.0	56.97
NW Lovett Road (NW CR 150 from US 90 to CR 146)	10.0	56.0	67.88
CR 255 (Includes NE and SE CR 255)	18.0	64.0	139.64
NW CR 140	5.0	45.0	27.27
SE Midway Church Road	3.5	54.0	22.91
SW CR 360-A	2.5	42.0	12.73
NE CR 254 (NE Dusty Miller Road)	10.0	47.0	56.97
NE Belleville Road (NE CR 150 from SR 145 to bridge)	6.0	37.0	26.91
NW CR 253	6.0	50.0	36.36
SW Sundown Creek Road (SW CR 158)	10.0	48.0	58.18
SW Overstreet Avenue (SW CR 150)	14.3	43.5	75.40
NE Rocky Ford Road (NE CR 591)	6.8	60.0	49.09
NE Rootman Road	2.5	56.0	16.97
NE Cherry Lake Circle (NE CR 253)	4.0	44.0	21.33
NE Myrrh Street	1.8	60.0	13.09
NE Cattail Drive	4.0	50.0	24.18
SE Rollercoaster Hill Road	0.8	42.0	3.82
SE Dale Leslie Drive	3.6	60.0	26.18
NE Country Kitchen Road	3.4	40.0	16.48
NE Celosia Drive	0.8	40.0	3.88
CR 150 (Includes NW & NE from NW CR 146 to NE SR 145)	11.0	50.0	66.67
County Property (on SE Dale Leslie Drive)			40.31
SE Dale Leslie Drive Extension	0.1	72.0	0.87
SW Summerset Way	0.5	40.0	2.42
SE Balboa Drive	2.5	40.0	12.12
NW Flowers Road	3.3	27.0	10.80
SW Mt. Olive Church Road	0.8	15.0	1.45
NE Mt. Horeb Church Road	0.6	15.0	1.09
NE Persimmon Drive	2.8	15.0	5.09
NE Captain Brown Road	2.3	15.0	4.18
NE Oak Hill Road	3.1	15.0	5.64
NE Garden Road	0.3	15.0	0.55
NE Post Road	1.5	15.0	2.73
NE Prairie Road	0.7	15.0	1.27
NW Settlement Road	2.1	15.0	3.82
NW Concord Church Road	2.0	15.0	3.64
NW Hare Avenue	1.2	15.0	2.18
NE Avocado Street	1.4	15.0	2.55
NE Rocky Springs Church Road	3.4	15.0	6.18

Road Name	Mileage	Width (total both sides)	Acreage
NW St. Thomas Church Road	1.0	15.0	1.82
NW Bobwhite Terrace	0.6	15.0	1.09
NW Hamburg Road	1.4	15.0	2.55
NW Pickle Lane	1.4	15.0	2.55
NE Old Blue Springs Road	5.6	15.0	10.18
NE Beulah Church Road	3.1	15.0	5.64
SE Farm Road	3.1	15.0	5.64
SE Apache Avenue	1.0	15.0	1.82
NE Macedonia Church Road	2.0	15.0	3.64
SE Old County Camp Road	1.2	15.0	2.18
SW Old US 90	0.5	15.0	0.91
SW Captain Brown Road	0.8	15.0	1.45
SW Country Club Estates Road	0.3	15.0	0.55
NW Honey Lake Road	5.5	15.0	10.00
NW Whippoorwill Drive	3.5	15.0	6.36
NW Whelks Lane	0.3	15.0	0.55
SW Osteen Avenue	2.7	15.0	4.91
SW #1 Federal Road	0.8	15.0	1.45
SW Fellowship Road	3.9	15.0	7.09
SW Edgewood Avenue	1.6	15.0	2.91
SW Friendship Road	1.3	15.0	2.36
SW Caleb Avenue	1.1	15.0	2.00
SW Bryan Earnhardt Road	2.3	15.0	4.18
SW Casselberry Trail	0.7	15.0	1.27
SW Old St. Augustine Road	3.2	15.0	5.82
SE Bisbee Loop	1.7	15.0	3.09
SE Corinth Church Road	3.0	15.0	5.45
NE Almond Avenue	0.5	15.0	0.91
NE Shrine Club Road	1.0	15.0	1.82
NW Willie Deas Road	0.2	15.0	0.36
SW Wonderwood Street/ Morris Steen Road	3.1	15.0	5.64
SW Mt. Gilead Road	1.0	15.0	1.82
NW Redstart Lane	0.3	15.0	0.45
NE Delphinium Drive	2.3	15.0	4.09
		TOTAL ACREAGE	1323.15

Davis, Schnitker, Reeves & Browning P.A.
PO DRAWER 652, Madison, FL 32341, 519 West Base Street
Madison, FL 32340
Phone: 850-973-4186
Fax: 850-973-8564

Chicago Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

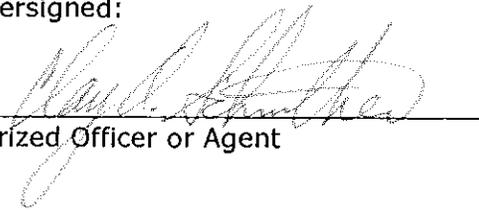
Order No.: 5949135
Customer Reference: 5729R

1. Effective Date: August 04, 2016 at 8:00 AM
2. Policy or Policies to be issued: Premium: \$TBD
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Madison County, Florida
Proposed Amount of Insurance: \$427,860.00
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Raymond D. Williams
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
 - A. Warranty Deed from Raymond D. Williams to Madison County, Florida.

NOTE: If the party or parties in title are individuals, and the property is homestead property, the spouse of said party must join in the execution of the Deed. If individuals are unmarried, then indicate this on the Deed. If not homestead, then a statement to that effect must be reflected on the Deed.

3. Proof of payment of any outstanding assessments in favor of Madison County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Madison County, Florida, any special taxing district and any municipality.

4. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: 2015 Real Property Taxes in the gross amount of \$537.61 are PAID, under Tax I.D. No. 22-1S-10-1295-001-000.

The following note is incorporated herein for informational purposes only and is not part of the exception from coverage: All deeds conveying the subject property within the last 24 months are attached hereto.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

6. Reservation of oil, gas and minerals as contained in those certain instruments recorded in Official Records Book 49, Page 510 and Official Records Book 375, Page 161. (NOTE: No search has been made as to the record owner of such mineral interest)

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ALTA Commitment (6/17/06) (with FL Modifications)



**SCHEDULE B SECTION II
EXCEPTIONS**

7. Restriction as contained in the Special Warranty Deed recorded in Official Records Book 375, Page 161, as to Item 5 on Exhibit "A" of said instrument.
8. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

NOTE: All recording references in this commitment/policy shall refer to the public records of Madison County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 455 Harrison Avenue, Suite I, Panama City, FL 32401; Telephone 850-769-4332.

Searched By: Kristi M. Glazner

END OF SCHEDULE B SECTION II

EXHIBIT "A"

The S 1/2 of the NE 1/4, and all that part of the N 1/2 of the S 1/2 of Section 22, Township 1 South, Range 10 East, Madison County, Florida, lying North of Interstate Highway No. 10 (I-10), LESS AND EXCEPT that portion thereof in the right-of-way of County Road No. 255, and LESS AND EXCEPT the following described parcel: Begin at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 22, Township 1 South, Range 10 East, Madison County, Florida, and run thence S 00 deg. 47'18" W, along the West line of said SW 1/4 of the NE 1/4, a distance of 1327.88 feet to the Southwest corner of said SW 1/4 of the NE 1/4; thence run N 89 deg. 30'14" W, along the North line of the SW 1/4 of said Section 22, a distance of 1429.47 feet to the Northerly right-of-way line of Interstate No. 10; thence run S 67 deg. 26'34" E along said Northerly right-of-way line, a distance of 916.74 feet; thence run S 67 deg. 25'22" E, along said Northerly right-of-way line, a distance of 1033.71 feet to a point of curve; thence Southeasterly, along said Northerly right-of-way line, along a curve concave to the left having a radius of 11309.16 feet and a central angle of 00 deg. 05'58", and an arc distance of 1962 feet; thence N 00 deg. 47'18" E a distance of 1998.08 feet to the South line of an existing county maintained paved road; thence run N 89 deg. 27'38" W, along said South line of county paved road, parallel to the North line of said SW 1/4 of the NE 1/4, a distance of 340.70 feet; thence along a curve concave to the right having a radius of 63 feet and a central angle of 87 deg. 10'20", an arc distance of 95.85 feet (chord bearing of N 36 deg. 00'35" W and chord distance of 86.87 feet) to the North line of the SW 1/4 of the NE 1/4; thence run N 89 deg. 27'38" W, along said North line, a distance of 7.26 feet to the Point of Beginning.

LESS AND EXCEPT those certain lands conveyed in Official Records Book 701, Page 276, corrected in Official Records Book 706, Page 94, of the Public Records of Madison County, Florida, and more particularly described as follows:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 10 EAST, MADISON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 10 EAST, MADISON COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 30 MINUTES, 17 SECONDS EAST, A DISTANCE OF 24.70 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 42 SECONDS EAST, A DISTANCE OF 2,402.29 FEET TO THE NORTHERLY RIGHT OF WAY OF INTERSTATE NO.10; THENCE NORTH 74 DEGREES, 46 MINUTES, 09 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 169.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET AND A CENTRAL ANGLE OF 04 DEGREES, 21 MINUTES, 55 SECONDS; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 861.63 FEET, FOR A CHORD OF NORTH 69 DEGREES, 43 MINUTES, 23 SECONDS WEST, A DISTANCE OF 861.42 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 00 DEGREES, 45 MINUTES, 37 SECONDS EAST, A DISTANCE OF 739.59 FEET; THENCE NORTH 00 DEGREES, 45 MINUTES, 34 SECONDS EAST, A DISTANCE OF 608.36 FEET; THENCE NORTH 00 DEGREES, 44 MINUTES, 34 SECONDS EAST, A DISTANCE OF 649.73 FEET; THENCE NORTH 89 DEGREES, 27 MINUTES, 58 SECONDS WEST, A DISTANCE OF 340.70 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES, 57 MINUTES, 34 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 102.21 FEET, FOR A CHORD OF NORTH 39 DEGREES, 42 MINUTES, 08 SECONDS WEST, A DISTANCE OF 91.37 FEET; THENCE SOUTH 89 DEGREES, 30 MINUTES, 13 SECONDS EAST, A DISTANCE OF 1,317.31 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT those certain lands conveyed in Official Records Book 746, Page 98, of the Public Records of Madison County, Florida, and more particularly described as follows:

A portion of Section 22, Township 1 South, Range 10 East, being described as follows:

Exhibit "A" continued

Commence at a concrete monument marking the Northeast corner of said Section 21; thence South 89 deg. 46'48" West along the North line of said Section 21 a distance of 1340.32 feet to a concrete monument; thence South 00 deg. 51'40" West a distance of 1520.22 feet to a point on a non-tangent circular curve to the right, having a radius of 11709.16 feet and a central angle of 00 deg. 10'15"; thence along said curve an arc distance of 34.89 feet (Chord: South 69 deg. 57'34" East, 34.89 feet) to the point of reverse curvature of a circular curve to the left, having a radius of 750.00 feet and a central angle of 15 deg. 19'19" thence along said curve an arc distance of 200.56 feet (Chord: South 77 deg. 32'06" East, 199.96 feet) to the point of reverse curvature of a circular curve to the right, having a radius of 850.00 feet and a central angle of 17 deg. 21'39"; thence along said curve an arc distance of 257.55 feet (Chord: South 76 deg. 30'56" East, 256.57 feet) to the point of tangency of said curve; thence South 67 deg. 50'06" East a distance of 2736.14 feet to the point of curvature of a circular curve to the left, having a radius of 2450.00 feet and a central angle of 09 deg. 54'42"; thence along the arc of said curve an arc distance of 423.83 feet (Chord: South 72 deg. 47'27" East, 423.30 feet) to the point of tangency of said curve; thence South 77 deg. 44'48" East a distance of 739.82 feet to the point of curvature of a circular curve to the left, having a radius of 450.00 feet and a central angle of 30 deg. 07'23"; thence along said curve an arc distance of 236.59 feet (Chord: North 87 deg. 11'30" East, 233.87 feet) to the West line of those lands described in O.R. Book 706, Page 94, of the Public Records of Madison County, Florida, thence continuing along said curve to the left, having a radius of 450.00 feet and a central angle of 22 deg. 58'23" for an arc distance of 180.43 feet (Chord: North 60 deg. 38'37" East, 179.22 feet) to the point of tangency of said curve; thence North 49 deg. 09'26" East a distance of 595.48 feet to the point of curvature of a circular curve to the right, having a radius of 550.00 feet and a central angle of 40 deg. 10'10" thence along said curve an arc distance of 385.60 feet (Chord: North 69 deg. 14'31" East, 377.75 feet) to the East line of those lands described in said O.R. Book 706, Page 94, said point marking the Northwest corner and Point of Beginning of the following described parcel; thence continue along a circular curve to the right, having a radius of 550.00 feet and a central angle of 00 deg. 15'57" for an arc distance of 2.55 feet (Chord: North 89 deg. 27'34" East, 2.55 feet) to the point of tangency of said curve; thence North 89 deg. 35'33" East a distance of 1172.01 feet to the point of curvature of a curve to the left, having a radius of 75.00 feet and a central angle of 96 deg. 13'15"; thence along said curve an arc distance of 125.95 feet (Chord: North 41 deg. 28'55" East, 111.66 feet) to the Westerly right-of-way line of County Road 255 (100 foot right-of-way), said point lying on a non-tangent circular curve to the left, having a radius of 1960.08 feet and a central angle of 06 deg. 14'59"; thence along said curved right-of-way line an arc distance of 213.80 feet (Chord: South 09 deg. 45'12" East, 213.70 feet) to the East line of said Section 22; thence South 00 deg. 02'02" West along said East Section line a distance of 11.67 feet to a point on a non-tangent circular curve to the left, having a radius of 75.00 feet and a central angle of 61 deg. 39'49"; thence along said curve an arc distance of 80.72 feet (Chord: North 59 deg. 34'33" West, 76.88 feet) to the point of tangency of said curve; thence South 89 deg. 35'33" West a distance of 1215.16 feet to the point of curvature of a circular curve to the left, having a radius of 450.00 feet and a central angle of 00 deg. 19'30"; thence along said curve an arc distance of 2.55 feet (Chord: South 89 deg. 25'48" West, 2.55 feet) to the East line of said O.R. Book 706, Page 94; thence North 00 deg. 24'27" West along said East line a distance of 100.00 feet to the Point of Beginning. Said lands situate, lying and being in Madison County, Florida.



CHICAGO TITLE
INSURANCE COMPANY

5729R

COMMITMENT FOR TITLE INSURANCE
Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation (the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by an authorized officer of the Company or an agent of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the Effective Date shown in Schedule A.

119051FL 5729R
Davis, Schnitker, Reeves & Browning, PA
519 West Base Street
Madison, FL 32340
Tel: (850) 973-4186
Fax: (850) 973-8564

CHICAGO TITLE INSURANCE COMPANY

By:



(Signature)
ATTEST President
(Signature)
Secretary

Countersigned:

(Signature)
Authorized Signatory
CLAY A. SCHNITKER



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

OR 49-510

BOOK 49 PG 510

THIS INSTRUMENT WAS PREPARED BY
WILLIAM G. SCAIFE, JR., ATTORNEY
900 BARNETT BANK BUILDING
JACKSONVILLE, FLORIDA 32202

WARRANTY DEED

THIS INDENTURE, Made the 21st day of November,
1968, between BEULAH L. GIBSON, unmarried; GUY W. McCOWN and
ANNIE LAURA McCOWN, his wife; JOHN W. McCOWN and ELOISE BRONSON
McCOWN, his wife; GUY W. McCOWN, JR. and JEAN BUSHEY McCOWN, his
wife; CAROLYN M. LABORDE, also known as ANN CAROLYN LABORDE, and
JOHN F. LABORDE, Jr., her husband; and LEILA MOORE GIBSON,
unmarried; parties of the first part, herein called the Grantors,
and ST. REGIS PAPER COMPANY, a corporation under the laws of
the State of New York, the mailing address of which is:
150 E. 42nd Street, New York, New York, party of the second
part, herein called the Grantee,

W I T N E S S E T H :

THAT the Grantors, for and in consideration of
the sum of Ten Dollars (\$10.00) to the Grantors in hand paid
by the Grantee, the receipt of which is hereby acknowledged,
have granted, bargained and sold, aliened, remised, released,
transferred, conveyed, and confirmed, and by this deed do
grant, bargain and sell, alien, remise, transfer, convey,
and confirm unto the Grantee, the successors and assigns of
the Grantee in fee simple forever, all of the land described
in SCHEDULE "A" ATTACHED HERETO.

SUBJECT to all easements, covenants and restrictions
of record.

SUBJECT to that certain "Agreement for the Sale and
Purchase of Timber" between BEULAH L. GIBSON, a widow, J. W.
GIBSON and LEILA MOORE GIBSON, husband and wife, and G. W. McCOWN
and ANNIE LAURA McCOWN, husband and wife, copartners doing
business as J. W. GIBSON COMPANY, NOT INCORPORATED, and ST.
REGIS PAPER COMPANY, dated May 26, 1952, and recorded in Deed
Book 38, page 397, Public Records of Hamilton County, Florida,
and in Deed Book 78, page 1, Public Records of Madison County,
Florida, as that agreement may have been amended from time to
time.

MSL

EXCEPTING from this conveyance, however, and retaining and reserving unto the Grantors, their heirs and assigns, an undivided one-half interest in and to all minerals whatsoever, including but not limited to, oil, gas, and phosphate, in, on, or under the above-described land.

And the Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, except taxes accruing subsequent to December 31, 1967.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

Signed, sealed and delivered in the presence of:

Lewis E. Magee
Eace B. Hedder
As to Beulah L. Gibson

Lewis E. Magee
Eace B. Hedder
As to Guy W. McCown and Annie Laura McCown

Lewis E. Magee
Eace B. Hedder
As to John W. McCown and Eloise Bronson McCown

Lewis E. Magee
Eace B. Hedder
As to Guy W. McCown, Jr., and Jean Bushey McCown

Lewis E. Magee
Eace B. Hedder
As to Carolyn M. LaBorde and John F. LaBorde, Jr.

Lewis E. Magee
Eace B. Hedder
As to Leila Moore Gibson

Beulah L. Gibson (SEAL)
Beulah L. Gibson

Guy W. McCown (SEAL)
Guy W. McCown

Annie Laura McCown (SEAL)
Annie Laura McCown

John W. McCown (SEAL)
John W. McCown

Eloise Bronson McCown (SEAL)
Eloise Bronson McCown

Guy W. McCown, Jr. (SEAL)
Guy W. McCown, Jr.

Jean Bushey McCown (SEAL)
Jean Bushey McCown

Carolyn M. LaBorde (SEAL)
Carolyn M. LaBorde

John F. LaBorde, Jr. (SEAL)
John F. LaBorde, Jr.

Leila Moore Gibson (SEAL)
Leila Moore Gibson

24754
OFFICIAL RECORDS
MADISON COUNTY, FL.
BK 375 PG 0161

This instrument prepared by:
Record and return to:
C. Guy Bond, Esquire
121 West Forsyth Street, Suite 500
Jacksonville, Florida 32202

DS PAID 1/99 ³⁰ DATE 6-22-95
MADISON COUNTY

Ramon DeJesus, Jr.
Signature of Clerk of County

SPECIAL WARRANTY DEED

THIS DEED is made as of June 19th, 1995, between CHAMPION REALTY CORPORATION, a Delaware corporation, successor by merger to Champion Realty Corporation (Florida), whose address is Two Greenspoint Plaza, Suite 800, 16825 Northchase Drive, Houston, Texas 77060-6087, herein the "Grantor" and JAMES M. CRAPPS, a married man, whose address is P O Drawer W, Live Oak, Florida 32060, herein the "Grantee." (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, That the Grantor in consideration of One Dollar and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto the Grantee forever all of that certain property in Madison County, Florida, more particularly described as follows:

South half of Northeast one-fourth (NE 1/4) and that part of the North One-Half (N 1/2) of South One-Half (S 1/2), lying North of Interstate Highway No. 10 (I-10), less and except that part in County Road 255, Section 22, Township 1 South, Range 10 East, Madison County, Florida.

GRANTOR does not intend to convey by this instrument, and no warranty of title shall apply to, such valid mineral and royalty (including, without limitation, bonus, delay rentals and other compensation) interests in the property as may heretofore appear of record in the public records of Madison County, Florida. Grantor excepts from this conveyance and expressly reserves unto itself, its successors and assigns, in perpetuity, an undivided fifty percent (50%) of all royalty in and to all the oil, gas, sulfur, fissionable materials, and other minerals in, on, under or that may be produced or saved from the property and attributable to the mineral interest in the property conveyed to grantee herein, including, without limitation, an undivided fifty percent (50%) of all royalty provided in any present or future oil, gas or mineral lease covering said mineral estate conveyed to Grantee hereby. Notwithstanding the foregoing, in no event shall Grantor's royalty interest be less than 1/16th of 8/8ths of said oil, gas or other minerals produced or saved from the mineral estate hereby conveyed to the Grantee. It is agreed that this reserved interest shall be for the benefit of and be owned by Grantor, and its successors in interest, and that in no event by warranty, estoppel, reversion, or otherwise, shall Grantee or Grantee's successors in interest acquire any additional mineral interest other than that conveyed herein.

GRANTOR hereby imposes the reservations, covenants and restrictions set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as reservations, covenants and restrictions, against the property running with the title thereto and Grantee, by acceptance of this deed, acknowledges such reservations, covenants and restrictions and agrees that it and its successors and assigns shall be bound by same. In the event that title to all or any portion of the property shall be revested in Grantor, or in the Grantor's successors or assigns, by foreclosure or otherwise, then Grantor or its successors and assigns may, in their sole discretion, modify or remove any of such restrictions insofar as the same shall effect any part of the property, the title to which has been so revested in Grantor or its successors or assigns.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor has good right, full power and lawful authority to convey the property, that Grantee may peaceably and quietly enjoy and possess the property, that the property is free from encumbrances made by the Grantor unless

OFFICIAL RECORDS
MADISON COUNTY, FL.
DK 375PG0162

set forth in this deed and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other.

This conveyance and the foregoing warranties are subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, to lawful and validly enforceable claims of third persons, if any, under or with respect to the matters or items listed in Exhibit "B" attached hereto and made a part hereof for all purposes (hereinafter called the "Permitted Encumbrances"), and subject, also, to any rules, regulations, and subdivision, zoning, planning or platting ordinances if any, affecting the property, promulgated by state, county, municipal or other authorities, in effect at the time of this conveyance. The references to lawful claims, if any, of third persons contained herein in connection with the Permitted Encumbrances are made for the exclusive purpose of exceptions from the Grantor's warranty herein, and no reference or recital herein contained shall operate to enlarge, recognize, ratify, revive or confirm rights, if any, of third person.

IN WITNESS WHEREOF, (this deed) has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Champlon Realty Corporation

Deborah S. Stivers
Name: Deborah S. Stivers

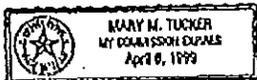
By [Signature]
Name: E.H. DAWKINS III
Its Vice President

Linda E. Mayo
Name: Linda E. Mayo

(Corporate Seal)

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 14th day of June, 1995,
by E.H. Dawkins III, Vice President of Champlon Realty Corporation, a Delaware
corporation, successor by merger to Champlon Realty Corporation (Florida), on behalf of the
corporation.



[Signature]
Name: MARY M. TUCKER
Notary Public, State of Texas

My commission expires: 04/06/99

EXHIBIT "A"

EX 375 PG 0163

RESTRICTIONS

1. No structure of a temporary character, trailer (not including mobile homes), basement, tent, shack, garage, barn or other outbuilding shall be used on the property (described in the deed to which this exhibit is attached) at any time as a residence, either temporarily or permanently.
2. The property shall not be used or maintained as a dumping ground for hazardous materials, junk, rubbish or trash.
3. The property shall not be used to store junk, wrecked cars or other similar material.
4. No logs or swine may be placed or kept upon the property.
5. No use shall be made of the word or name "Champion" in any designation of the property.
6. No part of the property or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, including but not limited to factories, or which are hazardous by reason of the excessive danger of fire or explosion.
7. The property may only be used for those purposes that comply with the zoning and other rules, regulations, laws and ordinances of Madison County, the State of Florida, and the United States government, including, without limitation, those regulations governing septic tanks and sewage disposal systems, solid waste disposal, subdivisions and development in general. Notwithstanding the foregoing, no "hazardous substance" or "toxic waste", as defined by applicable State and/or Federal law, shall be generated, manufactured, produced, released, discharged, disposed of, transported to, stored, used or maintained on the Property at any time.

↙ Except for paragraph 5, these restrictions shall terminate upon recordation of a satisfaction of the mortgage recorded contemporaneously herewith.

↓
Mortg
recorded
in
OR 375-
165
Satisfied
in OR 462-
109

OFFICIAL RECORDS
MADISON COUNTY, FL.

BK 375 PG 0164

EXHIBIT "B"

The warranties in the foregoing deed are subject to:

1. Rights of others, if any, by virtue of the following encroachments as shown on the survey of the property dated May 3, 1995, prepared by W. C. Hale & Associates, Inc., under their Job Number 6530:

- (i) Two barns on the westerly portion of the property line.
- (ii) House and barn along the easterly property line.
- (iii) County paved road and county graded road along the northerly and westerly property boundary.
- (iv) Overhead electric power lines and electric power pole along the southerly property boundary.

2. Mineral reservation in Warranty Deed dated November 21, 1968 and recorded in Official Records Book 40, beginning at page 510 of the public records of Madison County, Florida.

6803

FILED
CLERK MADISON COUNTY FLORIDA
LISTED IN OFFICIAL RECORDS
95 JUN 22 AM 10:47
BOOK 375 PAGE 164
TIM SANDERS, CLERK
BY *R. DeShazo* D.C.

CLOSING STATEMENT

SELLER: RAYMOND D. WILLIAMS
BUYER: MADISON COUNTY
CLOSING DATE:
CLOSING AGENT: DAVIS, SCHNITKER, REEVES & BROWNING, P.A.
(DSRB)

BUYER'S EXPENSES

Doc Stamps on Warranty Deed (to Madison County Clerk)	\$	2,995.30
Recording Fee for Warranty Deed (to Madison County Clerk)		35.50
Owners Title Insurance and Search Fee (to DSRB)		2,517.78
Buyer's Attorney Fees (to DSRB)		1,885.50
2016 Ad Valorem Taxes (to Madison County Tax Collector)		537.61
		<hr/>
Total of Buyer's Expenses	\$	7,971.69

SELLER'S EXPENSES

NONE

BUYER'S RECAP

Purchase Price:	\$	427,860.00
Less Binder		5,000.00
Less Note Amount		356,550.00
Plus Total of Buyer's Expenses		7,971.69
		<hr/>
Total Due from Buyer at Closing	\$	74,281.69

SELLER'S RECAP

Purchase Price:	\$	427,860.00
Less Note Amount		356,550.00

Total Due to Seller at Closing	\$	71,310.00

FUNDS REQUIRED FOR CLOSING

Funds required from Buyer at closing	\$	74,281.69
Binder (held by Closing Agent)		5,000.00

Total Funds Required for Closing	\$	79,281.69

DISBURSEMENTS AT CLOSING

Madison County Clerk of Court	\$	3,030.80
Davis, Schnitker, Reeves & Browning, P.A,		4,403.28
Madison County Tax Collector		537.61
Raymond D. Williams		79,310.00

Total Amount of Checks Written at Closing	\$	79,281.69

This Closing Statement is approved and the Closing Agent is authorized to disburse all closing funds consistent with this Closing Statement.

SELLER:

RAYMOND D. WILLIAMS

BUYER:
MADISON COUNTY

By: _____
RICK DAVIS
Chair of the Board of County Commissioners
of Madison County

THIS INSTRUMENT PREPARED BY:
DAVIS, SCHNITKER, REEVES & BROWNING, P.A.
POST OFFICE DRAWER 652
MADISON, FLORIDA 32341

WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2016, between RAYMOND D. WILLIAMS, joined by his wife DEBORAH W. WILLIAMS, whose mailing address is 2826 SE Rogers Sink Road, Madison, Florida 32340, party of the first part; and MADISON COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 539, Madison, Florida 32341, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part and its successors and assigns forever, the following described property, situate, lying and being in the County of Madison, State of Florida, to-wit:

North Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89°33'37" East a distance of 24.80 feet to a concrete monument marking the POINT OF BEGINNING of the following described parcel; thence North 89°35'34" East along the north line of said SE 1/4 of NE 1/4 a distance of 1242.37 feet to a concrete monument marking the intersection of said north line with the westerly right of way line of County Road 255; thence South 00°31'06" East a distance of 671.40 feet to a concrete monument marking the point of curvature of a circular curve to the left having a radius of 1960.08 feet and a central

LAW OFFICES OF

Davis, Schnitker, Reeves
& Browning, P.A.
P. O. Drawer 652
Madison, Florida
32341

(850) 973-4186

angle of 06°40'21"; thence along said curved right of way line an arc distance of 228.27 feet (Chord: South 03°53'54" East, 228.14 feet) to a rebar marking the northerly end of the curved intersection of said westerly right of way line with the northerly right of way line of SE Dale Leslie Drive and the point of reverse curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of 96°12'13"; thence along said curved right of way line an arc distance of 125.93 feet (Chord: South 40°56'50" West, 111.65 feet) to a rebar marking the southerly end of said curved intersection; thence South 89°03'28" West along said northerly right of way line a distance of 1174.56 feet to a rebar; thence North 00°56'33" West a distance of 993.93 feet to the POINT OF BEGINNING.

Containing 28.12 acres, more or less.

SUBJECT TO existing county road right of way.

Said lands situate, lying and being in Madison County, Florida.

South Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89°33'37" East a distance of 24.80 feet to a concrete monument; thence South 00°56'33" East a distance of 1093.93 feet to a rebar on the southerly right of way line of SE Dale Leslie Drive marking the POINT OF BEGINNING of the following described parcel; thence North 89°03'28" East along said southerly right of way line a distance of 1217.72 feet to a rebar marking the point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 62°10'56"; thence along said curved right of way line an arc distance of 81.40 feet (Chord: South 59°50'57" East, 77.46 feet) to a rebar marking the intersection of said southerly right of way line with the east line of said Section 22; thence South 00°24'33" East a distance of 204.29 feet to a rebar marking the southeast corner of said SE 1/4 of NE 1/4; thence South 00°59'24" East a distance of 1326.40 feet to a concrete monument on the northerly right of way line of Interstate 10; thence along said northerly right of way line the following courses: North 89°14'07" West a distance of 224.44 feet to a to rebar marking the point of curvature of a circular curve to the right having a radius of 4489.66 feet and a central angle of 04°43'20"; thence along said curved right of way line an arc distance of 370.02 feet (Chord: North 79°38'12" West, 369.92 feet) to a rebar; thence North 77°19'16" West a distance of 231.70 feet to a rebar; thence North 75°39'01" West a distance of 488.28 feet to a rebar; thence leaving said northerly right of way line North 00°56'33" West a distance of 1308.14 feet to the POINT OF BEGINNING.

Containing 43.19 acres, more or less.

Said lands situate, lying and being in Madison County, Florida.

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Madison, Florida
32341

(850) 973-4186

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.

SUBJECT TO the following Permitted Exceptions:

1. Reservation of oil, gas and minerals as contained in those certain instruments recorded in Official Records Book 49, Page 510, and Official Records Book 375, Page 161, of the public records of Madison County, Florida, without re-imposing the same.
2. Restriction contained in the Special Warranty Deed recorded in Official Records Book 375, Page 161, of the public records of Madison County, Florida, that "No use shall be made of the word or name "Champion" in any designation of the property."

TO HAVE AND TO HOLD the same in fee simple forever. And the said party of the first part does covenant with the said party of the second part that party of the first is lawfully seized of said property, that said property is free of all incumbrance other than the Permitted Exceptions, and that party of the first part has good right and lawful authority to sell said property, and party of the first part will fully warrant the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal the day and year first above written.

LAW OFFICES OF

Davis, Schnitker, Reeves
& Browning, P.A.
P. O. Drawer 652
Madison, Florida
32341

(850) 973-4186

Signed, Sealed and Delivered
in the Presence of:

Witness (please type name
under signature)

RAYMOND D. WILLIAMS

Witness (please type name
under signature)

DEBORAH W. WILLIAMS

STATE OF FLORIDA
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by RAYMOND D. WILLIAMS and DEBORAH W. WILLIAMS, who are personally
known to me, or who produced _____ as identification.

My Commission Expires:

Notary Public (please print
under signature)
Commission #

LAW OFFICES OF
Davis, Schnitker, Reeves
& Browning, P.A.
P. O. Drawer 652
Madison, Florida
32341

(850) 973-4186

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared RAYMOND D. WILLIAMS ("Affiant"), who being by me first duly sworn, on oath, deposes and says that:

Affiant is the owner of and is selling the following described property ("the Property") to MADISON COUNTY ("Buyer"), to wit:

North Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89°33'37" East a distance of 24.80 feet to a concrete monument marking the POINT OF BEGINNING of the following described parcel; thence North 89°35'34" East along the north line of said SE 1/4 of NE 1/4 a distance of 1242.37 feet to a concrete monument marking the intersection of said north line with the westerly right of way line of County Road 255; thence South 00°31'06" East a distance of 671.40 feet to a concrete monument marking the point of curvature of a circular curve to the left having a radius of 1960.08 feet and a central angle of 06°40'21"; thence along said curved right of way line an arc distance of 228.27 feet (Chord: South 03°53'54" East, 228.14 feet) to a rebar marking the northerly end of the curved intersection of said westerly right of way line with the northerly right of way line of SE Dale Leslie Drive and the point of reverse curvature of a circular curve to the left having a radius of 75.00 feet and a central angle of 96°12'13"; thence along said curved right of way line an arc distance of 125.93 feet (Chord: South 40°56'50" West, 111.65 feet) to a rebar marking the southerly end of said curved intersection; thence South 89°03'28" West along said northerly right of way line a distance of 1174.56 feet to a rebar; thence North 00°56'33" West a distance of 993.93 feet to the POINT OF BEGINNING.

Containing 28.12 acres, more or less.

SUBJECT TO existing county road right of way.

Said lands situate, lying and being in Madison County, Florida.

South Parcel:

A portion of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 22, Township 1 South, Range 10 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the northwest corner of said SE 1/4 of NE 1/4; thence North 89°33'37" East a distance of 24.80 feet to a concrete monument; thence South 00°56'33" East a distance of 1093.93 feet to a rebar on the southerly right of way line of SE Dale

Leslie Drive marking the POINT OF BEGINNING of the following described parcel; thence North 89°03'28" East along said southerly right of way line a distance of 1217.72 feet to a rebar marking the point of curvature of a circular curve to the right having a radius of 75.00 feet and a central angle of 62°10'56"; thence along said curved right of way line an arc distance of 81.40 feet (Chord: South 59°50'57" East, 77.46 feet) to a rebar marking the intersection of said southerly right of way line with the east line of said Section 22; thence South 00°24'33" East a distance of 204.29 feet to a rebar marking the southeast corner of said SE 1/4 of NE 1/4; thence South 00°59'24" East a distance of 1326.40 feet to a concrete monument on the northerly right of way line of Interstate 10; thence along said northerly right of way line the following courses: North 89°14'07" West a distance of 224.44 feet to a to rebar marking the point of curvature of a circular curve to the right having a radius of 4489.66 feet and a central angle of 04°43'20"; thence along said curved right of way line an arc distance of 370.02 feet (Chord: North 79°38'12" West, 369.92 feet) to a rebar; thence North 77°19'16" West a distance of 231.70 feet to a rebar; thence North 75°39'01" West a distance of 488.28 feet to a rebar; thence leaving said northerly right of way line North 00°56'33" West a distance of 1308.14 feet to the POINT OF BEGINNING.

Containing 43.19 acres, more or less.

Said lands situate, lying and being in Madison County, Florida.

The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for the following:

1. Reservation of oil, gas and minerals as contained in those certain instruments recorded in Official Records Book 49, Page 510, and Official Records Book 375, Page 161, of the public records of Madison County, Florida, without re-imposing the same.
2. Restriction contained in the Special Warranty Deed recorded in Official Records Book 375, Page 161, of the public records of Madison County, Florida, that "No use shall be made of the word or name "Champion" in any designation of the property."

There have been no improvements, alterations, or repairs since acquisition by the Affiant to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Affiant, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Affiant against the Property.

There have been no documents recorded in the Public Records of Madison, County, Florida, subsequent to the effective date of the title insurance commitment, being August 4, 2016, which affect title to the Property and Affiant has not entered into any contracts for the sale, disposition or leasing of the Property since said date, except as may have been disclosed to Buyer in writing, and Affiant has no knowledge of any matter affecting title to the Property other than as set forth above. Affiant knows of no violations of Municipal or County Ordinances pertaining to the Property. No judgment or decree has been entered in any court in this State or the United States against Affiant which remains unsatisfied. There are no persons other than Affiant in possession

of the Property.

Affiant agrees that in the event the current ad valorem taxes vary in amount from the figures used in making the prorations reflected on the closing statement, then a new proration and a correct and proper adjustment will be made upon demand.

There are no matters pending against the Affiant that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Affiant has not and will not execute any instruments that would adversely affect the interest to be insured.

Affiant's title to, and possession and enjoyment of, the Property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned. There are no disputes concerning the boundary lines of the Property, and the operation of any buildings on the Property has been in compliance with the applicable building codes, ordinances and statutes.

Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning the Property within the past ninety (90) days.

There are no actions or proceedings now pending in any state or federal court to which the Affiant is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon the Property.

There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the Property.

Affiant understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Affiant is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the Property, Affiant certifies the following:

Affiant is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.

Affiant's U.S. Taxpayer Identification Number is _____.

Affiant's address is: 2826 SE Rogers Sink Road, Madison, Florida 32340.

No persons or entities other than Affiant have an ownership interest in the Property. Affiant understands Buyer intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Affiant understands this certification may be disclosed to the Internal Revenue Service by Buyer and that any false

statements contained in this certification may be punished by fine, imprisonment or both. Affiant has the authority to sign this affidavit as either individual Affiant or on behalf of an entity Affiant. Under penalties of perjury, Affiant states that this declaration was carefully read and is true and correct.

This affidavit is given for the purpose of clearing any possible question or objection to the title to the Property and, for the purpose of inducing Buyer to purchase the Property, and Chicago Title Insurance Company, through its agent, Davis, Schnitker, Reeves & Browning, P.A., to issue title insurance on the Property, with the knowledge that they are relying upon the statements set forth herein. Affiant hereby holds each of Davis, Schnitker, Reeves & Browning, P.A., Chicago Title Insurance Company, and Buyer harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Affiant" and "Buyer" include singular or plural as context so requires or admits. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that Affiant has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

RAYMOND D. WILLIAMS

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2016, by
RAYMOND D. WILLIAMS, who is personally known to me and who did take an oath.

Notary Public

**MADISON COUNTY \$356,550.00
INDUSTRIAL PARK NOTE
SERIES 2016**

NOTE DATE: _____, 2016

MATURITY DATE: _____, 2020

REGISTERED OWNER: Raymond D. Williams

PRINCIPAL AMOUNT: \$356,550.00

FOR VALUE RECEIVED, MADISON COUNTY, a political subdivision of the state of Florida (the "County"), hereby promises to pay to the Registered Owner, RAYMOND D. WILLIAMS (the "Owner") or registered assigns as hereinafter provided, the Principal Amount of Three Hundred Fifty Six Thousand Five Hundred Fifty and No/100 Dollars (\$356,550.00), as follows:

Five (5) annual payments in the amount of Seventy One Thousand Three Hundred Ten and No/100 Dollars (\$71,310.00) each, which sum shall be principal only. The first payment will be due and payable on _____, and all subsequent payments shall be due and payable on the same day of each and every year thereafter until the balance of this Note is paid in full.

All payments on this Note shall be applied to the principal. No interest is due on this Note. The principal is payable in lawful money of the United States of America. All payments shall be paid to the Owner at 2826 SE Rogers Sink Road, Madison, Florida 32340.

1. DEFINITIONS:

"Holder" or "Noteholder" or "Owner" shall mean the registered owner of the Note from time to time hereunder.

"Loan Agreement" shall mean that certain Loan and Lien Agreement between the County and the Owner dated of even date herewith relative to this Note.

"Non-Ad Valorem Funds" shall mean all revenues of the County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required on the Note, but only after provision has been made by the County for the payment of all essential or legally mandated services.

“Note” shall mean this Madison County \$365,550.00 Industrial Park Note, Series 2016, issued by the County dated _____, 2016.

“Pledged Revenues” shall mean both of the following:

- a. The funds accruing to the County pursuant to Chapters 550 and 551, Florida Statutes, commonly known as the “Racetrack Funds”.
- b. The funds accruing to the County pursuant to Section 218.67, Florida Statutes, commonly known as the “Distribution for Fiscally Constrained Counties”.

“Project” shall mean the acquisition from Owner of 28.12 acres and 43.19 acres in Madison County for industrial park purposes, with a portion of the purchase price to be paid over five years.

2. AUTHORIZATION FOR THIS NOTE.

A. This Note is issued pursuant to Resolution No. 2016-_____, duly adopted by the County on _____, 2016 (the “Resolution”), and Part II, Chapter 166, and Part I, Chapter 159 of the Florida Statutes for the purpose of the Project, which is a proper governmental function.

B. The County hereby certifies and recites that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of the Note does not violate any constitutional, statutory or other limitation of power of the County.

3. PAYMENT OF NOTE. This Note is payable from the Pledged Revenues and from other legally available Non-Ad Valorem Funds of the County. This Note and the obligation evidenced hereby shall not constitute a debt or a pledge of the faith and credit of the State of Florida or any political subdivision thereof, including, without limitation, the County. Neither the State of Florida nor any political subdivision thereof, including, without limitation the County, shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except from the Pledged Revenues and other legally available Non-Ad Valorem Funds. Neither the faith and credit nor the taxing power of the State of Florida or any political subdivision thereof, including without limitation the County, is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

4. INTEREST RATE. No interest is due on this Note.

5. DEFAULT. In the event of default in the payment of any of any installment due

under this Note, or if the County breaches any other covenant of this Note or of the Loan Agreement, and that breach continues for thirty (30) days after notice to the County: (a) the Holder may by written notice to the County, declare the principal of the Note (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become due and payable immediately, and (b) if the same is collected by an attorney at law, the County agrees to pay all costs and fees of collection, including reasonable attorneys' and paralegals' fees, whether suit be brought or not, including but not limited to those incurred by the Holder in any trial or appellate proceeding.

6. PREPAYMENT. The County may prepay this Note, in whole or in part and on any date, by paying all or part of the principal amount, without prepayment penalty or premium.

7. NEGOTIABILITY; TRANSFER. This Note is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida. The transfer of this Note shall be registered in the manner provided in the Resolution.

8. WAIVER OF PRESENTMENT. Presentment, demand, protest, Notice of dishonor, and all other notices are waived by the County.

9. SEVERABILITY. In case one or more of the provisions of this Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Note and this Note shall be construed and enforced as if such illegal and invalid provision has not been contained therein.

10. NO WAIVER. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other rights under this Note.

11. GOVERNING LAW. This Note shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the state of Florida, without reference to the choice of law rules or the conflict of law rules of that state.

12. HEADINGS NOT PART HEREOF. The headings and sections in this Note shall be solely for convenience of reference and shall not constitute a part of this Note or affect its meaning, construction or effect.

IN WITNESS WHEREOF, Madison County has issued this Note and has caused the same to be signed by the Chair of the Board of County Commissioners of Madison County, and attested and countersigned by the Clerk of the Circuit Court of Madison County, all as of the Note Date set forth above.

Signatures on following page.

(SEAL)

MADISON COUNTY

By: _____
RICK DAVIS
Chair of the Board of County Commissioners
of Madison County

ATTEST:

By: _____
TIM SANDERS
Clerk of the Circuit Court

Registration Date: _____

Approved by the County's Attorney as to Form.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
GEORGE T. REEVES, for the Firm

LOAN AND LIEN AGREEMENT

This Loan and Lien Agreement (this "Agreement") is made and entered into as of _____, 2016, by and between the MADISON COUNTY, a political subdivision of the State of Florida (the "County"); and RAYMOND D. WILLIAMS (the "Lender").

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS; CONTRACT

SECTION 1.1. DEFINITIONS: In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings unless the context otherwise clearly requires:

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Holder" or "Noteholder" or "Owner" shall mean the registered owner of the Note from time to time hereunder.

"Non-Ad Valorem Funds" shall mean all revenues of the County derived from any source whatsoever other than ad valorem taxation on real or personal property, which are legally available to make the payments required on the Note, but only after provision has been made by the County for the payment of all essential or legally mandated services.

"Note" shall mean the Madison County \$356,550.00 Industrial Park Note, Series 2016, issued by the County dated _____, 2016.

"Pledged Revenues" shall mean both of the following:

- a. The funds accruing to the County pursuant to Chapters 550 and 551, Florida Statutes, commonly known as the "Racetrack Funds".
- b. The funds accruing to the County pursuant to Section 218.67, Florida Statutes, commonly known as the "Distribution for Fiscally Constrained Counties".

"Project" shall mean the acquisition from Owner of 28.12 acres and 43.19 acres in Madison County for industrial park purposes, with a portion of the purchase price to be paid over five years.

SECTION 1.2. THIS AGREEMENT CONSTITUTES A CONTRACT. This Agreement shall be deemed to be and shall constitute a contract between the County and the Noteholder. The covenants and agreements herein and therein set forth to be performed by the County shall be for the benefit, protection, and security of the Noteholder.

**ARTICLE II
AUTHORIZATION, DRAWS,**

SECTION 2.1. AUTHORIZATION. This Agreement and the Note are issued pursuant to Resolution No. 2016-_____ adopted by the County on _____, 2016; Chapter 159, Part I, Florida Statutes; and Chapter 125, Part II, Florida Statutes.

SECTION 2.2. ISSUANCE AND DESCRIPTION OF NOTE. The text of the Note shall be substantially in the form attached hereto as Exhibit A with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair or Vice-Chair of the County prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the County's delivery of the Note to the Lender). The Note shall be issued in registered form.

SECTION 2.3. MAXIMUM INTEREST RATE. There will be no interest charged on the Note.

**ARTICLE III
INTEREST RATE
AND OTHER TERMS OF NOTE**

SECTION 3.1. PAYMENT OF PRINCIPAL; PLEDGE OF REVENUES. The County covenants that it will promptly pay the principal on the Note issued under the provisions of this Agreement on the dates and in the manner provided herein and in the Note, according to the true intent and meaning thereof. The principal on the Note is payable from the Pledged Revenues and other legally available Non-Ad Valorem Funds.

The payment of the Note shall be secured forthwith by a pledge of and lien upon the Pledged Revenues, which lien is superior to all other entered on the Pledged Revenues. The County does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of the Note, and all costs incident to the Note. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the County, except the prior pledge.

SECTION 3.2. PREPAYMENT. The County may prepay the Note as provided in the Note.

SECTION 3.3. COVENANT TO BUDGET AND APPROPRIATE. In addition, the County covenants and agrees to appropriate in its annual budget from Non-Ad Valorem Funds lawfully available in each fiscal year, amounts necessary to pay all sums coming due on this Agreement or the Note in that fiscal year. Such covenant and agreement on the part of the County to budget and appropriate such amounts of legally available Non-ad Valorem Funds shall be cumulative to the extent not paid, and shall continue until such legally available Non-Ad Valorem Funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Funds.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Funds (other than the Pledged Revenues), nor does it preclude the County from pledging in the future its Non-Ad valorem Funds, nor does it require the County to levy and collect any particular Non-Ad Valorem Funds. Such covenant to budget and appropriate Non-Ad Valorem Funds is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad valorem Funds heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available for the payment of deficiencies, as applicable, in the manner described herein Non-Ad Valorem Funds and placing on the County a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of the Florida Statutes which provide that the governing body of the County make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation and other revenue sources, and subject, further, to the payment of services and programs which are essential public purposes affecting the health, welfare, and safety of the inhabitants of the County, or which are legally required by applicable law.

SECTION 3.4. NOTE NOT TO BE GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY. The Note shall not be or constitute an indebtedness, liability, general or moral obligation or a pledge of the faith, credit, and taxing power of the County, the State of Florida or any political subdivision thereof, but shall be a special obligation of the County payable solely from the Pledged Revenues and from other legally available Non-Ad Valorem revenues. No Holder of the Note shall ever have the right to compel the exercise of any ad valorem taxing power to pay the Note or be entitled to payment of the Note from any moneys of the County, of the State of Florida, or any political subdivision thereof.

SECTION 3.5. FEDERAL INCOME TAX COVENANTS. The County represents and warrants and agrees with the Lender as follows:

A. The County covenants that not in excess of five percent (5%) of the net proceeds of the Note are to be used, directly or indirectly, to make or finance a loan (other than

loans constituting non-purpose investments or assessments) to persons other than state or local government units.

B. If necessary, the County will hire competent counsel or accountants to determine any rebate and to comply with the arbitrage rules to the U.S. Treasury which is required by Section 148 of the Internal Revenue Code. However, if the County fails in the Holder's judgment to properly determine such rebate amount then the Holder may, at the County's expense, hire counsel, accountants or experts which the Holder, in its sole discretion, determines advisable to determine the amount, due dates and any other rebate requirements and the County shall remit such rebate amount to the federal government not later than the due date thereof. The Holder will not be liable for any failure to comply with Section 148 of the Internal Revenue Code.

C. The County shall keep adequate records, including any necessary certifications, to evidence the fair market value of any federal securities purchased with the Note proceeds until six (6) years after final payment on the Note.

D. The County hereby covenants and agrees that it will not, subsequent to the date of the issuance of the Note, intentionally use any portion of the proceeds of the Note to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may be otherwise permitted by Section 148 of the Code and the regulations promulgated thereunder, and that it will take such action to ensure that the Note does not constitute an "arbitrage bond" within the meaning of section 148 (a) of the Code or the regulations promulgated thereunder, including but not limited to, complying with the requirements of Section 148 (f) of the Code and the regulations promulgated thereunder and the payments of rebate, if any, required to be made, and that it will expend the proceeds of the Note in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code. The County acknowledges that the Lender has no responsibility for rebate calculations or payments.

E. In connection with the issuance of the Note, the County covenants that it has not engaged, and will not engage, in any transaction or series of transactions which attempts to circumvent the provisions of Section 148 and 149 of the Code, Treasury Regulations Sections 1.148-1 through 1.150-1 or which (a) enables the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (b) increases the burden on the market for tax-exempt obligations, including, without limitation, the selling of bonds that would not otherwise be sold, the selling of more bonds than would otherwise be sold, or the issuing of bonds sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

F. County expects that the issuance of the Note and the investment and expenditure of the proceeds therefrom, shall qualify for the small-issuer exception from the arbitrage rebate requirements. However, in the event that the Internal Revenue Service makes a determination that the County is subject to the arbitrage rebate requirements, the County shall be responsible for

the calculation, reporting, and payment to the United States of the requisite rebate amount.

SECTION 3.6. ADDITIONAL COVENANTS REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY. The County represents and warrants to an agrees with the Lender as follows:

A. The County is a duly organized and validly existing political subdivision of the State of Florida.

B. The County has full power and authority to issue the Note; to execute, deliver, and perform the Note; to pledge the Pledged Revenues; and to carry out and consummate all transactions contemplated by the Note and this Agreement.

C. The County has duly authorized and approved: (i) the issuance of the Note; (ii) the execution, delivery, and due performance of the Note; and (iii) the taking of any and all action as may be required on the part of the County to carry out, give effect to an consummate the transactions contemplated hereby and thereby.

D. The County has complied with all applicable open meeting laws, all applicable public bidding laws, and all other state and federal laws applicable to the County's performance of the transactions contemplated by the Note and this Agreement, and has obtained all approvals necessary for the execution, delivery, and performance of such transactions.

E. The Project is necessary to serve the County's valid public purpose and is consistent with the permissible scope of the County's authority.

F. The County further warrants and represents that this Agreement and the Note are valid, binding and enforceable obligations of the County and that funds have been budgeted, approved, and made available by the appropriate governing body of the County for the payments during the County's current fiscal year and that the County will use its best efforts to budget, obtain, and appropriate, from legally available Non-ad Valorem Funds, funds sufficient to make all payments for the remainder of the Note.

G. There is no action, suit, proceeding, or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the County, threatened against or affecting the County, or, to the best of the knowledge of the County, any basis therefor, wherein an unfavorable decision, ruling, or finding would restrain or enjoin the issuance of the Note, or which in any way would adversely affect the validity of the Note or the Agreement, or any other agreement or instrument to which the County is a party and which is used or contemplated for use in connection with the issuance of the Note.

H. The execution and delivery by the County of the Note and any other agreements or certificates contemplated hereby and in compliance with the provisions of the Note and the

Agreement will not conflict with, or constitute on the part of the County a breach of, or a default under, any existing law, court order or any provision of any legislative act or Constitutional or other proceeding applicable to the County or affairs, ordinances or agreements, or any agreement, indenture, mortgage, lease or other instrument to which the County is subject or by which it is bound.

I. The County is in compliance with and shall continue to comply with the terms and covenants of the debt described in this Agreement.

J. Except as provided in Section 3.3 of this Agreement or as otherwise agreed in advance and in writing by the Holder, so long as the Note is outstanding the County shall not issue any obligation secured by a lien on the Pledged Revenues which lien is prior and superior to, or on a parity with, the lien created by this Agreement.

K. It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of the Note and completion of the Project exist, have happened and have been performed, in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of the Note and completion of the Project do not violate any constitutional, statutory or charter limitations or provisions and the indebtedness evidenced by the Note is a valid exercise of the County's borrowing power.

L. The County shall give prompt written notice to the Lender of any Event of Default, or any event which with the passage of time would become an Event of Default, of which the County has actual knowledge or written notice.

ARTICLE IV EVENTS OF DEFAULT; REMEDIES

SECTION 4.1. EVENTS OF DEFAULT. Any of the following events shall constitute an Event of Default under this Agreement:

A. The County shall fail to pay any installment or any other sum due on the Note on or before the applicable due date.

B. The County shall breach any other covenant in this Agreement or in the Note and such breach continues for thirty (30) days after the date the County has been given written notice by the Holder specifying such breach and requiring same to be remedied.

C. Any warranty, representation, or statement made by the County is found to be incorrect or misleading in any material respect on the date made.

SECTION 4.2. ACCELERATION OF PRINCIPAL. Upon the happening and

continuance of any Event of Default then, and in every such case, the Holder may, by written notice to the County, declare the principal of the Note (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become due and be immediately due and payable, anything contained in the Note or in this Agreement to the contrary notwithstanding.

SECTION 4.3. ENFORCEMENT OF REMEDIES AND PAYMENT OF FEES AND EXPENSES. Should an Event of Default occur under this Agreement or under the Note, the Holder may, in addition to any remedy set forth in this Agreement, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida or granted and contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement, or by any applicable statutes to be performed by the County or by any officer thereof.

If an Event of Default shall occur, the County agrees to pay all of the Holder's expenses and fees (including reasonable attorneys' fees and paralegals' fees) of collection, whether suit be brought or not, including reasonable attorneys' fees incurred at the trial and appellate levels. In addition, the County agrees to pay all of the Holder's expenses and fees (including reasonable attorney's fees and paralegals' fees) incurred by the Holder in determining its rights under this Agreement and the Note.

SECTION 4.4. NO REMEDY EXCLUSIVE. No remedy herein conferred upon the Holder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or by law.

SECTION 4.5. DELAY NOT A WAIVER. No delay or omission of the Holder to exercise any right or power accruing upon any Event of Default shall impair any Event of Default or any subsequent Event of default or an acquiescence therein; any every power and remedy given to Holder by this Agreement or by law may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS PROVISIONS

SECTION 5.1. MODIFICATION OR AMENDMENTS. No Modification or amendment of this Agreement, or of any agreement amendatory thereof or supplemental thereto, may be made without the written consent of the of the Holder.

SECTION 5.3. ADDITIONAL AUTHORIZATION. The Chair and/or Vice-Chair of the Board of County Commission, and the Clerk of the Circuit Court and any other proper official of the County are hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary

or proper for carrying out the transactions contemplated by this Agreement.

SECTION 5.4. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Agreement or of the Note should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement and the Note and shall in no way affect the validity of any of the other provisions of this Agreement or of the Note issued hereunder.

SECTION 5.5. FLORIDA LAW. The Agreement and the Note shall be deemed to be contracts made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules or the conflict of law rules of that state.

SECTION 5.6. NOTICE. All notices made or required to be given pursuant to this Agreement or the Note shall be in writing and shall be deemed duly served if and when mailed, certified or registered mail, postage pre-paid, return receipt requested, to the other party at its address set forth below:

Madison County
Attention: Clerk of the Circuit Court
Post Office Box 237
Madison, Florida 32341

Raymond D. Williams
2826 SE Rogers Sink Road
Madison, Florida 32340

or at such other address as such parties shall hereafter designate in writing.

SECTION 5.7. BINDING EFFECT. Subject to the specific provisions of this Agreement and the Note, this Agreement and the Note shall be binding upon and inure to the benefit of the parties.

SECTION 5.8. TIME. Time is of the essence of this Agreement and the Note.

SECTION 5.9. FURTHER ASSURANCES. Whenever requested to do so by the Holder, the County will promptly execute and deliver or cause to be delivered all such other and further instruments, documents, or assurances, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully to vest in the Holder all rights, interest, powers, benefits, privileges, and advantages conferred or

intended to be conferred upon the Holder by this Agreement.

SECTION 5.10. HEADINGS NOT PART HEREOF. The headings and sections in this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction, or effect.

SECTION 5.11. REPEALER. All agreements and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this Agreement shall take effect upon its passage in the manner provided by law.

SECTION 5.12. EFFECTIVE DATE. This Agreement shall be effective immediately upon its adoption.

NEITHER THIS AGREEMENT NOR THE NOTE SHALL BE OR CONSTITUTE AN INDEBTEDNESS, LIABILITY, GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FAITH, CREDIT, AND TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE A SPECIAL OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER LEGALLY AVAILABLE NON-AD VALOREM FUNDS. NO HOLDER OF THE NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OR ANY AD VALOREM TAXING POWER TO PAY THE NOTE OR BE ENTITLED TO PAYMENT OF THE NOTE FROM ANY MONEYS OF THE COUNTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, OR OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF.

THE COUNTY AND THE LENDER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THE RESOLUTION, NOTE, OR ANY OTHER LOAN DOCUMENT, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LOAN.

THIS WAIVER BY THE COUNTY IS MATERIAL INDUCEMENT FOR THE LENDER'S PURCHASE OF THE NOTE AND THE LENDER'S WAIVER IS A MATERIAL INDUCEMENT FOR THE County'S ISSUANCE OF THE NOTE.

Entered into this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF
MADISON COUNTY, FLORIDA

(SEAL)

ATTEST:

By: _____
TIM SANDERS
Clerk of the Circuit Court

By: _____
RICK DAVIS
Chair of the Board of County
Commissioners of Madison County

Approved by the County's Attorney as to Form:

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
GEORGE T. REEVES, for the Firm

By: _____
RAYMOND D. WILLIAMS, Lender

Approved by the Lender's Attorney as to Form:

By: _____

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, AUTHORIZING (i) THE BORROWING OF FUNDS; (ii) THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION WITH THE BORROWING OF SUCH FUNDS, AND (iii) THE ISSUANCE OF A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$356,550.00; FINDING IT IS IN THE BEST INTEREST OF THE COUNTY TO NEGOTIATE THE SALE OF THE NOTE TITLED "MADISON COUNTY \$356,550.000 INDUSTRIAL PARK NOTE, SERIES 2016"; AND AUTHORIZING THE SALE OF SAID NOTE TO RAYMOND D. WILLIAMS; DESIGNATING THE PROMISSORY NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" WITHIN THE MEANING OF SECTION 265 (b) (3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SECURING PAYMENT OF THE NOTE BY PLEDGING: (a) THE FUNDS ACCRUING TO THE COUNTY PURSUANT TO CHAPTERS 550 AND 551, FLORIDA STATUTES, COMMONLY KNOWN AS THE "RACETRACK FUNDS", AND (B) THE FUNDS ACCRUING TO THE COUNTY PURSUANT TO SECTION 218.67, FLORIDA STATUTES, COMMONLY KNOWN AS THE "DISTRIBUTION FOR FISCALLY CONSTRAINED COUNTIES"; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS AND CLERK OF CIRCUIT COURT OF THE COUNTY TO EXECUTE SUCH AGREEMENTS, INSTRUMENTS, DOCUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE IN CONNECTION WITH THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE

It is hereby resolved by the Board of County Commissioners (the "Board") of Madison County, Florida (the "County") as follows:

SECTION 1. It is hereby found and determined for the benefit of its inhabitants, that it is necessary for the continued preservation of the health, welfare, convenience, and safety of the County and its inhabitants to acquire from Raymond D. Williams 28.12 acres and 43.19 acres in Madison County for industrial park purposes, with a portion of the purchase price to be paid over five years (the "Project").

SECTION 2. To finance the Project, the Board hereby authorizes and approves paying \$356,550.00 of the purchase price for the Project to Raymond D. Williams (the "Lender") over time substantially upon the terms and conditions set forth in the Loan and Lien Agreement by and between the County and the Lender (the "Loan Agreement"), a copy of which is attached hereto and made a part hereof by reference, and authorizes and approves the execution and delivery of the Madison County \$356,550.00 Industrial Park Note, series 2016 (the "Note") to evidence such indebtedness, a copy of which is attached hereto and made a part hereof by reference.

SECTION 3. The Board finds a negotiated sale of the Note to the Lender is in the best interest of the County by reason of the nature of and schedule for the contemplated completion of the Project and because the Note will not be rated or credit enhanced.

SECTION 4. The County hereby pledges both of the following (the "Pledged Revenues") to the payment of the Note as set forth in the Loan Agreement:

- a. The funds accruing to the County pursuant to Chapters 550 and 551, Florida Statutes, commonly known as the "Racetrack Funds".
- b. The funds accruing to the County pursuant to Section 218.67, Florida Statutes, commonly known as the "Distribution for Fiscally Constrained Counties".

SECTION 5. The Board hereby certifies that it does not reasonably expect to issue more than \$10,000,000 in aggregate principal amount of tax-exempt obligations (including the principal amount of the Note) in the current calendar year. For purposes of qualifying the Note for the exception contained in Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), the Commission hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265 (b) (3) (B) of the Code.

SECTION 6. The Chair of the Board, or in his absence, the Vice-Chair of the Board is hereby authorized and directed to execute and deliver, and the Clerk of the Circuit Court is hereby authorized and directed to attest (collectively, the "Designated Agents"), the Loan Agreement and the Note in substantially the form attached hereto, with such changes to those documents as may be approved by the Chair or Vice-Chair of the Board. The Designated Agents are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents, certificates, and opinions for and on behalf of the County which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Note and which are not inconsistent with the terms and provisions of this Resolution.

SECTION 7. This Resolution shall become effective upon signature by the Chair of the Board of County Commissioners of Madison County.

MADISON COUNTY

By: _____
RICK DAVIS
Chair of the Board of County Commissioners
of Madison County

(SEAL)

ATTEST:

By: _____
TIM SANDERS
Clerk of the Circuit Court

Approved as to Form:
DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: _____
GEORGE T. REEVES
Attorney for Madison County

GENERAL CERTIFICATE OF THE COUNTY

The undersigned Chairman of the Board of County Commissioners and Clerk of the Circuit Court, on behalf of Madison County, a political subdivision of the State of Florida (the "County"), in connection with the issuance by the County of its Madison County \$356,550.00 Industrial Park Note, Series 2016 (the "Note") and the execution and delivery of a Loan Agreement, dated _____ (the "Loan Agreement"), by and between the County and Raymond D. Williams (the "Lender"), hereby certify:

1. The County is a duly organized political subdivision of the state of Florida, active, existing, and in good standing under and by virtue of the laws of the State of Florida and, as such, has all requisite power and authority to issue the Note, execute, deliver and perform its obligations under the Loan Agreement and to carry on its business as now being conducted.

2. The names of the members of the Board of County Commissioners of the County, which is the governing body of the County, and the dates of commencement and expiration of their respective terms of office are as follows:

<u>Commissioner</u>	<u>Term Begins</u>	<u>Term Ends</u>
Wayne Vickers, Chair	November, 2010	November, 2018
Justin Hamrick	November, 2008	November, 2016
Ronnie Moore	November, 2012	November, 2020
Rick Davis	November, 2012	November, 2016
Alfred Martin	November, 2014	November, 2018

3. Tim Sanders is the duly elected Clerk of the Circuit Court of the County.

4. The purposes of the County as a political subdivision of the State of Florida are essentially public in nature. The County's acquisition from the Lender of 28.12 acres and 43.19 acres in Madison County for industrial park purposes, with a portion of the purchase price to be paid over five years, will enable the County to serve that public purpose.

5. Included in the transcript, of which this Certificate forms a part, is a true, correct, and complete copy of Resolution No. 2016-_____ adopted by the County and executed by the Chairman of the County Commissioners of the County on September _____, 2016, (the "Resolution"), authorizing the execution and delivery of the Loan Agreement and the issuance of the Note by the County and related matters, which was adopted by at least the majority of the members of the Board of County Commissioners of the County at a meeting duly called and held at which a requisite number of members of the Board of County Commissioners were present and acting throughout, and the Resolution has not been repealed, revoked, rescinded, or otherwise amended, and is in full force and effect on the date hereof.

6. The Note and the Loan Agreement were executed by the Chairman of the Board of County Commissioners of the County, and attested by the Clerk of the Circuit Court of the County. On this date, such officers were and are the duly chosen, qualified, and authorized officers to execute and deliver the Loan Agreement and the Note. The seal which has been impressed upon the Loan Agreement, the Note and this Certificate is the legally adopted, proper, and only official seal of the County.

7. The County is not in default in the payment of the principal of or interest on any indebtedness and is not in default under any instrument under and subject to which any indebtedness may be incurred. No event has occurred and is continuing under the provisions of any such instrument which, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

8. The Pledged Revenues (as defined in the Loan Agreement) are not now pledged or encumbered in any manner.

9. The execution, issuance, sale, delivery, and due performance of the Loan Agreement, the Note and the Resolution and the County's compliance with the provisions thereof will not conflict with or constitute on the County's part a breach or a default under any existing law, court or administrative regulation, decree or order, or any agreement, indenture, lease or other instrument to which the County is subject or by which the County is or may be bound.

10. There is no action, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the County wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Resolution or the validity and enforceability of the Loan Agreement and the Note.

11. All approvals, consents, authorizations and orders of and filings with any governmental authority or regulatory agency which would constitute a condition precedent to: (i) the adoption of the Resolution and issuance of the Note, and (ii) the execution and delivery of or the performance by the County of its obligations under the Loan Agreement, the Note and the Resolution and (iii) the completion of the Project, have been obtained or made and any consents, approvals and orders so received or filings so made are in full force and effect.

12. The County has duly performed all of its obligations under the Resolution to be performed by it at or before the date hereof. All representations and warranties of the County contained in the Loan Agreement and the Resolution are true and correct as of the date hereof as if made on this date.

13. The County hereby certifies that no interest is due on the Note.

14. The County has complied with all applicable public bidding requirements.

Witness my hand on behalf of the County as of the ____ day of September, 2016.

Signatures

Official Title

RICK DAVIS

Chair of the Board of County
Commissioners of Madison County

TIM SANDERS

Clerk of the Circuit Court

**MADISON COUNTY
\$356,550.00 INDUSTRIAL PARK
NOTE, SERIES 2016**

PUBLIC MEETING AND NO CONFLICT OF INTEREST CERTIFICATE

STATE OF FLORIDA
COUNTY OF MADISON

We, the undersigned members of the Board of County Commissioners (the "Board") of Madison County (the "County"), recognizing that the purchaser of the Madison County \$356,550.00 Industrial Park Note, Series 2016 (the "Note") issued in connection with the above-captioned obligation issued by the County, will have purchased the Note in reliance upon this Certificate, do hereby certify, individually and collectively, that: (a) no two or more members of the Board, meeting together, reached any prior conclusion as to whether the actions taken by the County with reference to transactions of the County taken with respect to the Note, including adoption of Resolution No. 2016-_____ entitled: **A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, AUTHORIZING (i) THE BORROWING OF FUNDS; (ii) THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT IN CONNECTION WITH THE BORROWING OF SUCH FUNDS, AND (iii) THE ISSUANCE OF A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$356,550.00; FINDING IT IS IN THE BEST INTEREST OF THE COUNTY TO NEGOTIATE THE SALE OF THE NOTE TITLED "MADISON COUNTY \$356,550.00 INDUSTRIAL PARK NOTE, SERIES 2016"; AND AUTHORIZING THE SALE OF SAID NOTE TO RAYMOND D. WILLIAMS; DESIGNATING THE PROMISSORY NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" WITHIN THE MEANING OF SECTION 265 (b) (3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SECURING PAYMENT OF THE NOTE BY PLEDGING: (a) THE FUNDS ACCRUING TO THE COUNTY PURSUANT TO CHAPTERS 550 AND 551, FLORIDA STATUTES, COMMONLY KNOWN AS THE "RACETRACK FUNDS", AND (B) THE FUNDS ACCRUING TO THE COUNTY PURSUANT TO SECTION 218.67, FLORIDA STATUTES, COMMONLY KNOWN AS THE "DISTRIBUTION FOR FISCALLY CONSTRAINED COUNTIES"; AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS AND CLERK OF CIRCUIT COURT OF THE COUNTY TO EXECUTE SUCH AGREEMENTS, INSTRUMENTS, DOCUMENTS OR CERTIFICATES NECESSARY OR DESIRABLE IN CONNECTION WITH THE FOREGOING; AND PROVIDING AN EFFECTIVE DATE** (the "Resolution"), should or should not be taken by the County, or should or should not be recommended as an action to be taken or not to be taken by the County, except at public meetings of the County held after due notice to the public was given in the ordinary manner required by law and custom of the County; (b) we do not have or hold any employment or contractual relationship with any business entity which is purchasing the Note directly or through intermediaries; and (c) we are not employees of

the governing body of and do not own a controlling interest in any entity providing services to the County.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures, this ____ day of _____, 2016.

WAYNE VICKERS

JUSTIN HAMRICK

RONNIE MOORE

RICK DAVIS

ALFRED MARTIN

LAW OFFICES
DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

W. T. DAVIS (1901-1988)
CLAY A. SCHNITKER
GEORGE T. REEVES*#+

POST OFFICE DRAWER 652
MADISON, FLORIDA 32341

TELEPHONE
(850) 973-4186
TELECOPIER
(850) 973-8564

Of Counsel
EDWIN B. BROWNING, JR.
FREDERICK T. REEVES

PHYSICAL ADDRESS
519 WEST BASE STREET
MADISON, FLORIDA 32340

*BOARD CERTIFIED
APPELLATE LAWYER
#BOARD CERTIFIED
CITY, COUNTY AND
LOCAL GOVERNMENT
LAWYER
+ALSO ADMITTED IN
GEORGIA

Florida Registered Paralegals
ANNETTE M. SOWELL, CP
JOYCE A. BROWN

September _____, 2016

Internal Revenue Service
Philadelphia, Pennsylvania 19255

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Madison County \$356,550.00 Industrial Park Note, Series 2016

Dear Sir or Madam:

On behalf of the issuer of the referenced financing, enclosed is the executed Form 8038-G reporting such financing.

If you need further information, please call or write Tim Sanders, Clerk of Circuit Court, Madison County Courthouse, P. O. Box 237, Madison, Florida 32341, (850) 973-1500.

Sincerely,
Davis, Schnitker, Reeves & Browning, P.A.

Clay A. Schnitker
For the Firm

CAS/rh
Enclosure

LAW OFFICES
DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

W. T. DAVIS (1901-1988)
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*BOARD CERTIFIED
APPELLATE LAWYER
#BOARD CERTIFIED
CITY, COUNTY AND
LOCAL GOVERNMENT
LAWYER
+ALSO ADMITTED IN
GEORGIA

Florida Registered Paralegals
ANNETTE M. SOWELL, CP
JOYCE A. BROWN

September_____, 2016

State Board of Administration
Division of Bond Finance
1801 Hermitage Boulevard, Suite 200
Tallahassee, Florida 32308

VIA OVERNIGHT DELIVERY

Re: Madison County \$356,550.00 Industrial Park Note, Series 2016

Dear Sir or Madam:

On behalf of Madison County, we hereby file with you, pursuant to Section 218.38 (1) (a), Florida Statutes, an Advance Notice of Proposed Sale of Bonds relating to the following:

MADISON COUNTY \$356,550.00 INDUSTRIAL PARK NOTE, SERIES 2016

To

RAYMOND D. WILLIAMS

DATED _____, 2016

Sincerely,
Davis, Schnitker, Reeves & Browning, P.A.

Clay A. Schnitker
For the Firm

CAS/rh

CC: Tim Sanders
(Madison County Clerk of Court)
Raymond D. Williams

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name MADISON COUNTY		2 Issuer's employer identification number (EIN) 59-6000722
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see Instructions) TIM SANDERS, CLERK		3b Telephone number of other person shown on 3a 850-973-1500
4 Number and street (or P.O. box if mail is not delivered to street address) POST OFFICE BOX 539	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code MADISON, FLORIDA 32341		7 Date of issue
8 Name of issue MADISON COUNTY \$356,550.00 INDUSTRIAL PARK NOTE, SERIES 2016		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see Instructions) TIM SANDERS, CLERK OF COURT		10b Telephone number of officer or other employee shown on 10a 850-973-1500

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► INDUSTRIAL PARK	18	356,550 00
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	356,550	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box ▶ <input type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">35</td> <td style="width:20%;"></td> <td style="width:20%;"></td> <td style="width:20%;"></td> </tr> <tr> <td>36a</td> <td></td> <td></td> <td></td> </tr> <tr> <td>37</td> <td></td> <td></td> <td></td> </tr> </table>	35				36a				37			
35													
36a													
37													

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

Benjamin G. Wyche
P O Box 616
Madison, FL 32341

September 20, 2016

Mr. Brian Kauffman
Madison County Coordinator

Via Hand Delivery

Brian,

The week of October 16 - 22, 2016 has been designated as "Working Forest Week" in the State of Florida. A large portion of Madison County consists of Timberland and forest. Not only do these forests provide clean air and water to our community they also have a vast economic impact on our County. Working Forest provides employment for loggers, foresters and the many constituents that work at the local Mills. Working Forest also creates income for the private landowners through the various types of forest products they provide.

I am hopeful that the Board of County Commissioners is aware of these many benefits and will pass a resolution recognizing "Working Forest Week in Madison County" from October 16 – 22, 2016. I have attached a copy of the State of Florida resolution passed by the Governor and Cabinet of the State of Florida last year as an example. I also have attached a "Goods From the Woods" sheet showing a small sample of the over 5,000 products created from trees.

If you would put this on the agenda for the September 28th board meeting I would appreciate it. If the board decides to proceed with passing the resolution I will supply an updated resolution to be proclaimed at the October 12th meeting.

Thank you for your attention to this matter.

Sincerely,



Benjamin G. Wyche

STATE OF FLORIDA

RESOLUTION

WHEREAS, Florida's forests and forest-related industries are vital for today's living and tomorrow's needs and cover 17.3 million acres which represent nearly half of Florida's total land area; and

WHEREAS, Florida's working forests help protect valuable natural areas from the threat of conversion to other uses such as residential and commercial development, and provide numerous environmental and ecosystem benefits such as improved air quality and improved wildlife habitat; and

WHEREAS, the presence of healthy sustainable forests is vital for the protection and conservation of Florida's water resources; and

WHEREAS, Florida's working forests provide societal benefits such as plentiful spaces for beauty and recreation; and

WHEREAS, Florida's working forests are carefully and professionally managed to provide timber products while sustaining and protecting renewable forest resources for future generations; and

WHEREAS, Florida's working forests generate \$14.5 billion in economic activity annually, provide jobs for more than 74,500 Floridians and provide material for more than 5,000 types of consumer goods.

NOW, THEREFORE, BE IT RESOLVED that the Governor and Cabinet of the State of Florida do hereby designate the week of October 18 through 24, 2015, as

WORKING FORESTS WEEK

in the State of Florida and congratulate forest owners and forestry practitioners who grow, harvest and replant healthy trees in order to protect and maintain Florida's working forests for present and future generations.

IN TESTIMONY WHEREOF the Governor and Cabinet of the State of Florida have hereunto subscribed their names and have caused the Office Seal of the State of Florida to be hereunto affixed in the City of Tallahassee on this 6th day of October, 2015.

GOODS FROM THE WOODS

DID YOU KNOW THAT TREES ARE USED IN 5000+ PRODUCTS?

Here's a small sampling of items...



Aspirin
Ice cream
Skateboards
Cell phones
Diapers
Bug repellent
Bandages
Fishing tackle
Laundry detergent
Crayons
Paint
Football helmets
Fireworks
Glue
Sports drinks
Shoe polish
Soap
Cosmetics
Concrete
Lotion
Toothbrushes
Rayon
Fragrances
Mulch
Paper
Tissue

Boxes
Cleaning supplies
Flavorings
Eyeglass frames
Carpet
Plastic twines
Computer casings
Luggage
Cellophane
Baby food
Cereal
Cork
Fabrics
Poultry bedding
Oil spill control agents
Cancer drugs
Musical Instruments
Baseball bats
Charcoal
Canoe Paddles
Guitars
Swing sets
Crutches
Sleds
Hair spray
Ink

Cough syrup
Shampoo
Dish washing liquid
Orange soft drinks
Pine cleaners
Tea
Rootbeer
Chewing gum
Fat-free foods
Salad dressings
Lip balm
Coated pills
Car wax
Furniture finishes
Spices
Syrup
Liquid smoke
Turpentine
Tires
Asphalt
Toothpaste
Hot chocolate
Ping pong balls
Whole grain bread
Steering wheels
Nuts



INTERLOCAL AGREEMENT
BETWEEN
THE MADISON COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND
MADISON COUNTY, FLORIDA
FOR THE
EMPLOYMENT OF A CONSERVATION TECHNICIAN

THIS INTERLOCAL AGREEMENT, (hereafter called this "AGREEMENT"), is entered into by and between the DISTRICT (as defined below) and the COUNTY (as defined below) and in consideration of the mutual covenants and promises made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to become legally and contractually bound and pursuant to Section 163.01, Florida Statutes, hereby agree as follows:

1. **DEFINITIONS.** When used herein, the following terms shall have the following meanings unless the context clearly requires otherwise:

COUNTY shall mean Madison County, a political subdivision of the State of Florida with address of c/o Tim Sanders, Clerk of Court, Post Office Box 237, Madison, Florida 32341.

DISTRICT shall mean the Madison County Soil and Water Conservation District, a Florida soil and water conservation district organized and operating under Ch. 582, Florida Statutes with address of 1416 U.S. 90 East, Suite 2, Madison, Florida 32340.

TECHNICIAN shall mean a conservation technician to deliver technical assistance and cost share assistance programs to agricultural producers.

2. **PURPOSE.** The purpose of this AGREEMENT is to set out the terms and conditions under which the parties will fund, create and employ a TECHNICIAN.
3. **DUTIES AND RESPONSIBILITIES OF BOTH PARTIES.** Both parties shall jointly:
 - 3.1 Select the person to be employed as the TECHNICIAN, and jointly determine whether such employment will be terminated.
 - 3.2 Perform yearly evaluations of the TECHNICIAN.
 - 3.3 Consult with each other as needed on the facilitation and administration of this AGREEMENT.
4. **DUTIES AND RESPONSIBILITIES OF THE COUNTY.** The COUNTY shall:

- 5.6 Pay to the COUNTY a five (5%) percent administrative fee on all amounts otherwise paid to the COUNTY by the DISTRICT under this AGREEMENT.
 - 5.7 Provide to the TECHNICIAN directly, any equipment or supplies (computers, printers, forms, office supplies, etc.) the DISTRICT wishes the TECHNICIAN to use in the discharge of its duties.
 - 5.8 Provide oversight and guidance to the TECHNICIAN in the discharge of his duties.
 - 5.9 Create a job description for the TECHNICIAN and provide the same to the COUNTY.
 - 5.10 Direct the day to day activities of the TECHNICIAN.
6. DUTIES AND RESPONSIBILITIES OF THE TECHNICIAN. The parties agree that they shall require the TECHNICIAN to:
- 6.1 Deliver technical assistance and cost share assistance programs to agriculture producers located primarily in Madison County, Florida and Hamilton County, Florida. The TECHNICIAN shall provide similar assistance to agriculture producers located in other counties as directed by the DISTRICT.
 - 6.2 Prepare and provide a quarterly activity log to the COUNTY for the processing of the quarterly reports and invoices and final close out report.
 - 6.3 Abide by the COUNTY's personnel policies and procedures including such policies and procedures concerning the accrual of vacation and sick leave.
7. PROCEDURE FOR REIMBURSEMENT. Except as expressly set out herein, this is a reimbursement contract. Therefore the COUNTY will invoice the DISTRICT quarterly for all reimbursable sums which have already incurred plus the COUNTY's administrative fee. The DISTRICT shall have 45 days after receipt of such invoice to provide full payment of the same to the COUNTY.
8. SUSPENSION OF THE TECHNICIAN. Notwithstanding anything else herein to the contrary, each party shall have the absolute right to unilaterally suspend the TECHNICIAN and temporarily relieve the TECHNICIAN of his duties as a TECHNICIAN. During such suspension, the TECHNICIAN shall continue to receive all salary and benefits to which the TECHNICIAN would otherwise be entitled. The party suspending the TECHNICIAN shall immediately notify the other party of such suspension and the reasons therefore and the parties shall confer to attempt to come to an agreement concerning the lifting of the suspension. However, the suspension shall

11.2 The COUNTY of the obligation to provide all salary and benefits to the TECHNICIAN for the time period prior to the date of termination.

12. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR THE DISTRICT:

Madison County Soil and Water
Conservation District
JAMES W. Brown
Chairman
1714 E Base ST
Madison, FL 32340

FOR THE COUNTY:

Madison County
c/o Tim Sanders
Clerk of Court
Post Office Box 237
Madison, Florida 32341
(850) 973-1500

13. PUBLIC RECORDS. All records in conjunction with this AGREEMENT shall be public records in accordance with the laws applicable to the parties.
14. LIABILITY. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability.
15. INSURANCE: As a COUNTY employee, the TECHNICIAN shall be covered under the COUNTY's normal liability insurance to the same extent as any other COUNTY employee. The COUNTY automobile used by the TECHNICIAN shall likewise be covered under the COUNTY's normal liability insurance to the same extent as any other COUNTY motor vehicle.
16. NON-ASSIGNMENT. This AGREEMENT may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.
17. SEVERABILITY AND CHOICE OF VENUE. This AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with Florida law. Wherever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such

APPROVED and EXECUTED by the COUNTY this 11th day of March,
2015.

BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, FLORIDA

BY: Ronnie Moore
Ronnie Moore
Its Chair

ATTEST: Tim Sanders
Tim Sanders
Clerk

APPROVED and EXECUTED by the DISTRICT this 15 day of June,
2015.

MADISON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

BY: JAMES W. BROWN
Chairman
Its authorized representative

ATTEST: JUDY D. WEBB
Deputy Clerk
Clerk

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