

AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA, AND
THE COLUMBIA COUNTY SHERIFF'S OFFICE
FOR PAYMENT FOR THE CONSTRUCTION OF THE EVIDENCE,
CRIME LAB, AND FLEET MAINTENANCE BUILDING

THIS AGREEMENT is made this 5th day of March, 2026, by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") , and the COLUMBIA COUNTY SHERIFF'S OFFICE (the "Sheriff") for payment to the Construction Manager, O'Neal Contracting, Inc. ("O'Neal"), for construction of the Evidence, Crime Lab, and Fleet Maintenance Building (the "Building") pursuant to the construction contract between the County and Contractor.

WHEREAS, the County has appropriated funds to the Sheriff for construction of the Building, and said funds are held and controlled by the Sheriff;

WHEREAS, the County has entered into a contract with Contractor for the construction of the Building;

WHEREAS, O'Neal will invoice the County as O'Neal performs its contract;

WHEREAS, the funds to pay those invoices are held and will continue to be held by the Sheriff throughout the construction of the Building; and

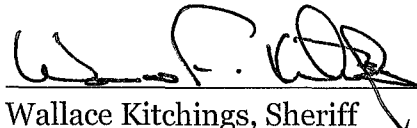
WHEREAS, the County and Sheriff wish to form an agreement whereby invoices received by the County for O'Neal's services in construction of the Building will be transmitted to and paid in full by the Sheriff from those funds now held by the Sheriff under prior appropriations from the County.

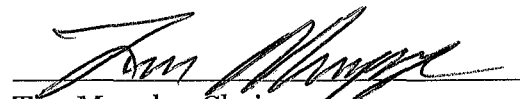
NOW, THEREFORE, the parties agree as follows:

1. The recitals above are incorporated herein by this reference.
2. Any invoice received by the County from or through O'Neal in any way related to the construction of the Building pursuant to the County's contract with O'Neal shall be transmitted to the Sheriff's finance department within five business days of the County's actual receipt of the same.
3. The Sheriff shall accept such invoices and, pursuant to this agreement, shall accept responsibility for the payment of the same, subject to any objections or rejections of the work performed by O'Neal in the construction or workmanship on the Building, which disputes shall be resolved as between the Sheriff as end user of the Building and O'Neal as the County's contractor.

4. For any invoice for which no objection or rejection is made by the Sheriff, the Sheriff shall pay the same forthwith and prior to the due date shown on the face of the invoice.
5. For any invoice for which objection or rejection is announced by the Sheriff, the Sheriff and O'Neal shall confer to resolve such issues and amounts owed for the objectionable or rejected work shall be held pending resolution. All other sums shall be paid as provided in section 4.
6. In the event the Sheriff is required by O'Neal to refer objections or rejections through the County as owner under the contract, the Sheriff shall do so promptly and cooperate with the County in resolving the objection or rejection in a timely manner.
7. This agreement is supplemental to other agreements and contracts concerning construction of the Building. It is intended to clarify terms of payment and is not intended to waive, supplant, replace, or otherwise alter the original contract or contracts between the County and O'Neal for the prompt and efficient completion of the Building.

In witness whereof the parties have signed this 5th day of March, 2026.


Wallace Kitchings, Sheriff
Columbia County Sheriff's Office


Tim Murphy, Chairman
Columbia County Board of County
Commissioners

ATTEST:

James M. Swisher, Jr., Clerk

~~APPROVED AS TO FORM~~

Joel F. Foreman, County Attorney