DocuSign Envelope ID: 77850D22-6048-4DC3-949A-426A5831C6DB

CITY OF NORTH MIAMI
DISTRICT 4 SINGLE-FAMILY BEAUTIFICATION
PROGRAM AGREEMENT

THIS AGREEMENT is entered into this 24 day of November, 2015, by and between the following parties: **SUSAN M. DAUBERT** (Owner), whose principal address is 1110 N.W. 129 Street, North Miami, Florida 33161 and who is the legal owner of the property more particularly described as:

Lot 8, in Block 3, of **TAYLOR MANOR** according to the Plat thereof, as recorded in Plat Book 56, at Page 1of the Public Records of Dade County Florida a/k/a 1110 N.W. 129 Street (subject property);

the City of North Miami (City), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161; and Avanti's Construction Company, LLC (Contractor), having its principal business address at 260 Holloway Drive, Plantation, Florida, 33317

WITNESSETH:

WHEREAS, the City has established the "Single-Family Beautification Program" (Program) to provide assistance to eligible homeowners within District 4 for the purpose of providing financial assistance to income eligible residents of North Miami District 4 who are in need of repairs and beautification of their property (Project); and

WHEREAS, the City utilizes approved funding from the North Miami General Fund (City Funds) in administering the Program; and

WHEREAS, the Owner, legal owner of the property described above, has agreed to the Project in accordance with Program specifications; and

WHEREAS, this Agreement is entered into after compliance by the parties with all applicable provisions of Federal, State, and local laws, statutes, rules and regulations.

NOW THEREFORE, in consideration of the mutual promises and the money which the City will pay, which consideration is acknowledged by the parties, the parties agree as follows:

1. City's Capital Improvements Funds in the amount of $100,000.00 are being utilized for the purpose of beautifying the subject property located in District 4.

2. The following documents are incorporated hereto and are made part of this Agreement collectively referred to as the "Contract Documents":
   - The **IFB#37-06-15** is incorporated herein by reference;
   - The Specifications & Proposal related to the Project, attached as composite Exhibit "A", amended from time to time, represent the scope of services and responsibilities of the parties under the Program and that the parties agree to abide by and comply with their roles and responsibilities;
   - Program Guidelines and Contractor Payment Schedule, attached as Exhibit "B."

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3. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

4. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the State of Florida, the City and Metropolitan Dade County.

5. The Owner(s) agree to maintain the property in good condition after the Project is completed. If the property is located in a Federal Emergency Management Act 100 year flood plain zone, the Owner must have an active flood insurance policy.

6. The City, Contractor and Owner(s) acknowledge and agree that funds provided derive from the City's General Fund for the uses and purposes referred to in this Agreement.

7. The Owner(s) acknowledges that they presently occupy the property as their primary residence, and agrees to continually occupy the property as their primary residence.

8. Owner is required to provide proof of required insurance coverage and policy endorsements. If insurance coverage is not in compliance, Owner may achieve compliance by obtaining the required coverage. Failure of Owner to obtain and provide the City with proof of insurance within one (1) year from the date of execution of the contract will be an act of default.

9. The City may, periodically, inspect the .property for the purpose of assuring compliance with this Agreement.

10. Owner shall not release or amend this Agreement without the prior written consent of the City.

11. Payment to the Contractor for the Project shall be made as described in composite Exhibit "B". After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to Owner(s), Contractor or any third person or entity.

12. The City desires to enter into this Agreement only if by so doing the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability never exceeds its monetary commitment of **$ 8,647.64** . Owner(s) and Contractor express their willingness to enter into this Agreement with recovery from the City for any action arising out of this Agreement to be limited to the total amount of its monetary commitment of **$ 8,647.64**, less the amount of all funds actually paid by the City pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on the City's liability as set forth in Section 768.28, Florida Statutes.

1. Owner(s) and Contractor shall hold harmless, indemnify and defend the City, its officers and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.

13. Owner(s) and Contractor shall not assign any interest in this Agreement.

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14. In the event of a default, the City may mail to Owner(s) or Contractor a notice of default. If the default is not fully and satisfactorily cured within thirty (30) days of the City's mailing notice of default, the City may cancel and terminate this Agreement without liability to any other party to this Agreement. In addition, the City shall set the amount of compensation to be paid to the Contractor for the work completed up until the time of termination, including replacement of all work areas to a suitable condition.

15. In the event of a default, the City shall additionally be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

16. A default shall include but not be limited to the following acts or events of an Owner(s), Contractor, or their agents, servants, employees, or subcontractors:

    a. Failure by the Contractor to (i) commence work within thirty (30) days from the date of this Agreement, or (ii) diligently pursue construction and timely complete the project by securing a Final Certificate of Completion within two (2) months from the date of this Agreement, or (iii) provide the documentation required to make the final payment of the grant, within thirty (30) days from the date when a Final Certificate of Completion is issued.

       Work shall be considered to have commenced and be in active progress when, in the opinion of the City a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting.

    b. Failure by the Contractor to comply with any applicable building, fire, life safety, housing or zoning law, rule, regulation or code.

    c. Default by an Owner on any of the terms and conditions of the Note, Mortgage or other document executed in connection with the Program.

    d. Insolvency or bankruptcy by the Owner or by the Contractor.

    e. Failure by the Contractor to maintain the insurance required by the City.

    f. Failure by the Contractor to correct defects within a reasonable time as decided in the sole discretion of the City.

17. This Agreement shall be governed by the laws of Florida and venue shall be in Miami Dade County, Florida.

18. The Owner shall comply with all applicable uniform administrative requirements as described in Chapter 420, Florida Statutes, Chapter 9I-37, Florida Administrative Code and Section 570.502, Code of Federal Regulations.

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19. Notices and Demands: All notices, demands, correspondence and communications between the City, Owner(s) and Contractor shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, Florida 33161 Attn: Director, Community Planning & Development
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161
If to Contractor:	Avanti's Construction Company, LLC 260 Holloway Drive Plantation, Florida 33317
If to Owner:	Susan M. Daubert 1110 NW 129 Street North Miami, FL 33161

or to such address and to the attention of such other person as the City, Contractor or Owner may from time to time designate by written notice to the others.

20. It is understood and agreed that all parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.

21. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the parties.

22. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

23. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, the day and year first above written.

Witness

Susan Daubert

Susan M. Daubert, Owner

Witness

CONTRACTOR:

By:

Witness

ATTEST:

DocuSigned by:

2C7010872EE8414...

Michael A. Etienne, Esq. City Clerk

CITY OF NORTH MIAMI

DocuSigned by:

Arthur Sorey III

By: FDAE1897923F40D...

Arthur H. Sorey III, Interim City Manager

APPROVED AS TO FORM:

DocuSigned by:

Roland C. Galdos

F2F91169438445E7...

Roland C. Galdos, Esq. Interim City Attorney

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Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs:

Item No.	Description	Unit	Unit Cost Total	Cost
1.	**To provide exterior window (37" x 50") replacement services as required in Section3.6**	**EA**	**EA**	**Total**
a.	New Impact Window	12 SD.	$482.56	$ 5,790.72
b.	New Non-Impact Window	_____	$466.50	$ _____
c.	Casement Windows (egress)	2 SD.	$582.06	$ 1,164.12
d.	Casement Windows (egress) Non-Impact	_____	$539.11	$ _____
2.	**To provide sliding glass door (72" x 80") replacement services as required in Section3.8**	**EA**	**EA**	**Total**
a.	New Impact Slide Glass Door	_____	$1,817.23	$ _____
b.	New Non-Impact Slide Glass Door	_____	_____	$ _____
3.	**To provide exterior door replacement services as required in Section 3.5**	**EA**	**EA**	**Total**
a.	New Exterior Door	2 SD	$525.41	$ 1,050.82
4.	**To provide installation services of metal gutters and downspout as required in Section 3.4**	**EA**	**EA**	**Total**
a.	New Seamless Gutters & Downspouts	124 SD.	$4.27	$ 529.48

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Exhibit A
SCOPE OF SERVICES

OWNER and CONTRACTOR agree to undertake the following repairs: (Continued)

Item No.	Description	Unit	Unit Cost Total	Cost
5.	**To provide removal and replacement services of fascias as required in Section 3.2**	**LF**	**EA**	**Total**
a.	Fascia (1" x 6")	_____	$7.43	$_____
b.	Fascia (1" x 8")	_____	$10.20	$_____
c.	Fascia (1" x 10")	_____	$13.05	$_____
6.	**To provide wood/concrete soffit replacement and repair services as required in Section 3.3 A and B**	**SQ FT**	**EA**	**Total**
a.	Soffit Replacement (Wood) **REAR ONLY**	_____	$5.50	$_____
b.	Soffit Replacement(Concrete)	_____	$14.60	$_____
c.	Soffit Screens	5 LD.	$22.50	**$ 112.50**
7.	**To provide new accordion shutters installation services as required in Section 3.7**	**SQ FT**	**EA**	**Total**
a.	Accordion Hurricane Shutter	_____	$16.88	$_____
8.	**To provide exterior pressure cleaning and painting services as required in Section 3.9**	**SQ FT**	**EA**	**Total**
a.	Pressure Clean and Paint	_____	$2.58	$_____
9.	**To provide excavation and installation services for driveway and approach as required in Section 3.10**	**SQ FT**	**EA**	**Total**
a.	Driveway and Approach	_____	$7.90	$_____
TOTAL				**$ 8,647.64**

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Exhibit B

Program Regulations

All work shall be performed in accordance with applicable federal regulations, including, but not limited to Davis-Bacon Act, Contract Work Hours and Safety Standards Act and Copeland Act (Anti-Kickback Act).

All work shall be performed in accordance with the terms and conditions stipulated in the executed contract and all applicable plans and specifications. Change orders to increase or decrease the dollar amount or which alter or deviate from the approved scope of work must be approved in writing by the City of North Miami prior to work being performed or change orders being undertaken/implemented. Any change in the scope of work which increases the costs of the contract is the Owner's responsibility.

The Owner(s) shall certify that all information furnished when applying for North Miami's Single Family Beautification Program funds is true and complete. Should it be found that the Owner(s) willfully falsified any information upon which eligibility to obtain North Miami's Single Family Beautification Program funds was determined, this Agreement may be canceled by City and the Owner(s) shall be required to immediately return to City any sums expended by the City in repairing or purchasing the owner(s) property, including any legal fees incurred during the Program application process, and including administrative costs. ***PENALTY FOR FALSE OR FRAUDULENT STATEMENT.*** Title 18 U.S.C. Section 1001, provides: "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000.00 or imprisoned not more than five (5) years or both."

Commencing Work

The Project shall begin only after a contract has been executed, a permit pulled, proof that a Notice to Commence has been filed, and submission of a Contractor's Certification, County-required affidavits, proof of required insurances and an up-to-date contractor's license and occupational license.

Method of Payment

Program funds shall be disbursed to the Contractor as follows:

a. All applications for payment must be accompanied by certified statements (i.e., releases of liens and affidavits from the general contractor, all sub-contractors and suppliers) showing that the property is free and clear of mechanics or any other type of liens of obligations relating to the construction of the project. Also, a copy of both sides of the permit and inspection record card must accompany each payment request. All funding entities must authorize payments.

b. Program funds shall be paid upon compliance by the contractor with the following:

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OTHER LEGAL REQUIREMENTS

All parties agree to comply with the following statutes, regulations and executive orders, as they apply. The requirements are incorporated herein by reference.

1. Freedom of Information and Privacy Acts

   - Freedom of Information Act (5 U.S.C. 552), and the Privacy Act of 1974 (5 U.S.C. 552a).

2. -- Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

   -- Disclosure requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)

   -- The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.

   -- Drug-Free Workplace. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

   - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended;

   - The Fair Housing Amendments Act of 1988. (Pub. L. 100-430)

3. Environmental Review

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- The National Environmental Policy Act (42 U.S.C. 4321, et seq);
- The Council on Environmental Quality Regulations (40 CFR Parts 1500-1508);
- Environmental Policy and Procedures (24 CFR Part 58);
- National Historic Preservation Act of 1966; (16 U.S.C. 470 et seq.)
- Flood Insurance Act of 1968 as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C 4001 et seq.)

4. Lead Based Paint

- Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801, et seq);
- HUD Lead Based Paint Regulations (24 CFR Part 35).

5. Asbestos

- Asbestos Regulations (40 CFR 61, Subpart M);
- U.S. Department of Labor Occupational Health and Safety (OSHA) Asbestos Regulations (29 CFR 1910.1001).

6. Handicapped Accessibility

- Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157).

7. Labor Standards

- The Davis-Bacon Act (40 U.S.C. 276a) as amended;
- The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333);
- Federal Labor Standards Provisions (29 CFR Part 5.5).

ADDITIONALLY, ALL PARTIES AGREED TO COMPLY WITH ALL EXISTING FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES HERETO APPLICABLE, AS AMENDED.

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SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Principal Mutual Life Insurance Company, an Iowa Corporation, formerly known as Bankers Life Company, holder of a certain mortgage given by Thomas E. Daubert and Susan M. Daubert, his wife to Lon Worth Crow Co. & assigned to Bankers Life Company bearing date the 23rd day of Dec., A.D., 19 59, recorded in Official Record Book 1814 page 266, in the office of the Clerk of the Circuit Court of Dade County, State of Florida; given to secure the sum of Twelve thousand six hundred and no/100---------- Dollars evidenced by one certain note ____, upon the following described property, situate, lying and being in Dade County, State of Florida, to-wit:

Lot 8, in Block 3, of TAYLOR MANOR, according to the Plat thereof, recorded in Plat Book 56, at Page 48, of the Public Records of Dade county, Florida.

has received full payment of said indebtedness, and does hereby acknowledge satisfaction of said mortgage, and hereby directs the Clerk of the said Court to cancel the same of record.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed in its name, by its Second V.P. & Sec. Res. Mtgs. and its Asst. Dir. & Sec. Mtg. Servicing and its corporate seal to be affixed, attested by its Asst. Dir. & Sec. Res. Mtgs. this 22nd day of Jan., A.D. 19 90.

Signed, sealed and delivered in the presence of:

Kim Ingram

Kim Ingram

Doug Fick

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY
(formerly known as Bankers Life Company)

By _____
L. H. Angier, Second Vice Pres. & Sec. Res. Mtgs.

By _____
L. A. Hirsch, Asst. Dir. & Sec. Mtg. Servicing

Attest _____
E. A. Hummel, Asst. Dir. & Sec. Res. Mtgs.

STATE OF IOWA)
) ss
COUNTY OF POLK)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, L. H. Angier and L. A. Hirsch and E. A. Hummel of Principal Mutual Life Insurance Company, a corporation, to me well known to be the persons described in and who executed the foregoing satisfaction piece and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Des Moines, said County and State, this 22nd day of Jan., A.D., 19 90.

Diane C Baker
Notary Public

This instrument was prepared by:
Stephen G. Gallaher
Assistant Counsel
Principal Mutual Life Insurance Company
711 High Street
Des Moines, IA 50309

FF 790-2

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

AVANTI'S CONSTRUCTION COMPANY LLC

Filing Information

Document Number	L13000096043
FEI/EIN Number	46-3587188
Date Filed	07/05/2013
Effective Date	07/01/2013
State	FL
Status	ACTIVE

Principal Address

260 Holloway Drive
Plantation, FL 33317

Changed: 03/17/2015

Mailing Address

260 Holloway Drive
Plantation, FL 33317

Changed: 03/17/2015

Registered Agent Name & Address

MAHARAJH, PURNIMA A
260 Holloway Drive
Plantation, FL 33317

Address Changed: 03/17/2015

Authorized Person(s) Detail

Name & Address

Title MGR

MAHARAJH, PURNIMA A
260 Holloway Drive
Plantation, FL 33317

Annual Reports

Report Year	Filed Date

2014	04/28/2014
2015	03/17/2015

Document Images

03/17/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
07/05/2013 -- Florida Limited Liability	View image in PDF format

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State of Florida, Department of State

Search Results

Current Search Terms: Avanti's construction* company* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.39.20151125-1136

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

11:50:22 AM 12/1/2015

Licensee Details

Licensee Information

Name:	**MAHARAJH, PURNIMA AVANTI (Primary Name)**
	AVANTI'S CONSTRUCTION COMPANY LLC (DBA Name)
Main Address:	**260 HOLLOWAY DRIVE** **PLANTATION Florida 33317**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1513253**
Status:	**Current,Active**
Licensure Date:	**03/28/2007**
Expires:	**08/31/2016**

Special Qualifications	**Qualification Effective**
Construction Business	**03/28/2007**

Alternate Names

View Related License Information

View License Complaint

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11:50:34 AM 12/1/2015

Licensee Details

This is a business tracking record only.
Click here for information on how to verify that this business is properly licensed.

Licensee Information

Name:	**AVANTI'S CONSTRUCTION COMPANY LLC (Primary Name)**
Main Address:	**2000 NW 105TH LANE** **CORAL SPRINGS Florida 33071**
County:	**BROWARD**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Construction Business Information**
Rank:	**Business Info**
License Number:	
Status:	**Current**
Licensure Date:	**01/15/2014**
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.