

**RESOLUTION
NUMBER 2024-76**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
LEVY COUNTY, FLORIDA, AUTHORIZING AND/OR RATIFYING
ACTIONS TAKEN BY THE COUNTY MANAGER PURSUANT TO
AUTHORITY GRANTED IN THE DECLARATION OF EMERGENCY
ISSUED IN RESPONSE TO HURRICANE HELENE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on September 23, 2024, Governor Ron DeSantis issued Executive Order Number 24-208, as subsequently amended by Executive Order Number 24-209, (collectively, the “Governor’s Orders”) declaring a state of emergency for several Florida counties, including Levy County, related to the anticipated effects of Potential Tropical Cyclone Nine, which became Hurricane Helene (the “Storm”), and the Governor’s Orders remain in effect;

WHEREAS, on September 23, 2024 the Chair of the Board of County Commissioners issued Emergency Declaration Number 2024-64 declaring a Local State of Emergency in Levy County due to the Storm (**Attachment A**) which has subsequently been ratified by the Board, extended and remains in effect (the “Emergency Declaration”);

WHEREAS, through on-going Storm response efforts and Storm damage reports, County staff became aware of Levy County property owners who are homeless, because their Storm damaged homes are currently completely uninhabitable;

WHEREAS, the State Division of Emergency Management offered to transfer ownership of certain travel trailers to the County which could be used as temporary shelter for these displaced homeowners in accordance with Section 125.023, Florida Statutes;

WHEREAS, after County inquiry, the State was unwilling to directly transfer the travel trailers to the homeowners and required the County (or a non-profit) to be the pass-through recipient;

WHEREAS, pursuant to the Emergency Declaration which expressly authorizes the County Manager to take emergency actions and waives all procedures and formalities pertaining to “entering into contracts” and “acquisition and distribution, with or without compensation, of supplies, materials and facilities”, the County Manager has taken or is taking prompt action to accept the State donation of travel trailers and to dispose of those travel trailers to the displaced homeowners; and

WHEREAS, this Resolutions requests the County Commission authorize and/or ratify the emergency actions taken by the County Manager.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA:

Section 1. The following actions by the County Manager are hereby authorized and/or ratified, and all procedures and formalities otherwise required for such actions are expressly waived by the Board as recognized in the Emergency Declaration:

- Acceptance of the transfer of ownership of 3 travel trailers from the State to the County by execution of the Memorandum of Agreement with the Florida Division of Emergency Management (**Attachment B**), execution of Applications for Certificate of Motor Vehicle Title (**Attachment C**) and any other documents required by the Florida Division of Emergency Management.
- Transfer of ownership of the 3 travel trailers from the County to the Homeowners by execution of Bills of Sale (**Attachment D**) and Applications for Certificate of Motor Vehicle Title (**Attachment C**) and receipt of Donation Acceptance and Acknowledgements from each Property Owner (**Attachment E.**)

Section 2. This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED ON November 19, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

Desiree Mills, Chair

ATTEST:
Clerk of the Circuit Court
and Ex Officio Clerk to the Board
of County Commissioners

Danny J. Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

**EMERGENCY DECLARATION NUMBER 2024-64
ISSUED BY PROCLAMATION OF THE CHAIR
DECLARING A LOCAL STATE OF EMERGENCY
INVEST 97L (September 2024)**

WHEREAS, the National Hurricane Center is currently tracking Invest 97L in the western Caribbean with the potential to become a named system that will impact the Gulf Coast of Florida (the “Storm”);

WHEREAS, the Chair of the Board of County Commissioners of Levy County (the “Chair”) has been informed by County Emergency Management staff that the Storm has the potential to threaten or impact Levy County with hazardous conditions including, but not limited to, severe flooding, storm surge, heavy rainfall, strong winds, and isolated tornadic activity;

WHEREAS, the hazardous conditions from the Storm have the potential to: cause widespread damage across Levy County to government and private property, impact the roadways, disrupt utilities, and cause economic losses; therefore, this weather event poses a significant, imminent and dangerous threat to the health, safety and welfare of the inhabitants of and visitors to Levy County, Florida and to their real and personal property;

WHEREAS, Pursuant to the authority granted by Section 252.38, Florida Statutes, Chapter 30 of the Code of Ordinances of Levy County, Florida, authorizes a Local State of Emergency to be declared by proclamation of the Chair when a quorum of the Board of County Commissioners (the “Board”) is unable to meet; and

WHEREAS, due to the forecast timing of the arrival of the Storm, the Board is unable to meet in advance; and

NOW THEREFORE, THE CHAIR OF THE BOARD HEREBY RESOLVES, FINDS AND DECLARES:

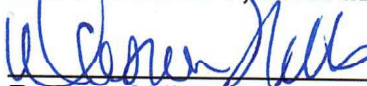
1. That a state of emergency exists in Levy County, Florida, effective for 7 days commencing at 8 a.m on Monday, September 23, 2024.
2. The County Manager and her designee(s) are empowered, authorized and directed to exercise all emergency powers and take all actions expressly or implicitly conferred on the County by: Chapters 125 and 252, Florida Statutes; all emergency orders issued by the Governor; the County Code of Ordinances; the Levy County Comprehensive Emergency Management

Plan and any Ordinance, Resolution, Order or Declaration adopted by the Board or issued by the Chair or other authorized official of the County.

3. As authorized by Chapter 252, Florida Statutes, all procedures and formalities otherwise required of the County pertaining to the following are hereby waived:
 - a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
 - b. Entering into contracts.
 - c. Incurring obligations.
 - d. Employment of permanent and temporary workers.
 - e. Utilization of volunteer workers.
 - f. Rental of equipment.
 - g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
 - h. Appropriation and expenditure of public funds.
4. In accordance with Section 252.46, Florida Statutes, this Emergency Declaration shall be filed with the Clerk of the Circuit Court and Ex Officio Clerk to the Board within 3 days after its issuance, and shall be posted on the County's Emergency Management website <https://levydisaster.com>.

ISSUED on September 23, 2024 at 8am.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**



Desiree Mills, Chair

This is a form document approved by the County Attorney as to form and legal sufficiency



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND LEVY COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE TRANSFER OF TRAVEL TRAILERS

This Memorandum of Agreement ("Agreement"), effective as of the date of the last signature below ("Effective Date"), is between the STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ("FDEM") and LEVY COUNTY BOARD OF COUNTY COMMISSIONERS to transfer ownership and possession of the THREE (3) TRAVEL TRAILERS ("Equipment") delineated in the attached Appendix ("Appendix") from LEVY COUNTY BOARD OF COUNTY COMMISSIONERS.

WHEREAS, FDEM purchased and acquired this Equipment to aid in the State of Florida's Disaster response; and

WHEREAS, FDEM and the LEVY COUNTY BOARD OF COUNTY COMMISSIONERS must enter into this Agreement to transfer ownership and possession of this Equipment.

NOW THEREFORE, comes FDEM and LEVY COUNTY BOARD OF COUNTY COMMISSIONERS, referred herein individually as "Party" and collectively as "Parties," to set forth the terms and conditions of this Agreement.

I) PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of ownership and possession of the Equipment from FDEM to LEVY COUNTY BOARD OF COUNTY COMMISSIONERS. This Agreement shall be finalized upon the Effective Date of the last signature.

II) EQUIPMENT TRANSFERRED

FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to LEVY COUNTY BOARD OF COUNTY COMMISSIONERS. The Equipment covered under this Agreement are Travel Trailers which served as temporary sheltering under the Unite Florida program.

FDEM affirms that all Equipment in the delineated Appendix, is owned and shall be conveyed to the Receiving Entity, absolutely and unconditionally, free and clear of all encumbrances, liens, and other claim of any kind. This is a material term of the Agreement. FDEM is also providing to LEVY COUNTY BOARD OF COUNTY COMMISSIONERS all available ownership documentation and titles for the Equipment identified in the Appendix.

III) LEVY COUNTY BOARD OF COUNTY COMMISSIONERS RESPONSIBILITIES

- a. FDEM shall transfer the Equipment in "as-is" condition, and LEVY COUNTY BOARD OF COUNTY COMMISSIONERS shall accept the Equipment in such condition. Upon the Effective Date of this Agreement, FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.

IV) WARRANTY AND LIMITATION OF LIABILITY

FDEM MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PARTICULAR RESULT.

In no event shall FDEM be liable to LEVY COUNTY BOARD OF COUNTY COMMISSIONERS for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

V) INDEMNIFICATION

LEVY COUNTY BOARD OF COUNTY COMMISSIONERS agrees to indemnify, defend, and hold FDEM harmless, from any and all liabilities, demands, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising from any third-party suits or claims to the extent based upon or resulting from LEVY COUNTY BOARD OF COUNTY COMMISSIONERS' use of the Equipment provided pursuant to this Agreement.

VI) COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement. Each Party is responsible for its own compliance with this Agreement.

VII) MISCELLANEOUS

- a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
- b. The Parties agree that nothing in this Agreement serves to create an employer-employee and/or an agency relationship between FDEM and LEVY COUNTY BOARD OF COUNTY COMMISSIONERS.
- c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- d. Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.
- e. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and

effective when executed and signed by all Parties to this Agreement.

- f. This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
- g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- h. This Agreement, upon the Effective Date, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- i. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the terms and conditions of this Agreement are accepted by both Parties.

**LEVY COUNTY BOARD
OF COUNTY
COMMISSIONERS**

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: 
Signature

Mary-Ellen L. Harper
Print Name

County Manager
Title

11/8/24
Date

By: _____
Signature

Print Name

Title

Date

**APPENDIX
EQUIPMENT TO BE TRANSFERRED TO LEVY COUNTY BOARD
OF COUNTY COMMISSIONERS**

Barcode	VIN
10870	4X4TWDU21P7376927
10392	5ZT2WDGC5NN501120
20110	1NL1G2111P1170689


APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE

Please submit this form to your local tax collector office or license plate agency.

<https://www.flhsmv.gov/locations>

Note: All fields are required unless otherwise stated or not applicable.

Application Type: Original Transfer

Request to print Certificate of Title: No Yes: In office Yes: Mailed

Off-Highway Vehicle Type: All-Terrain Vehicle (ATV)

Recreational Off-Highway Vehicle (ROV)

Off-Highway Motorcycle (OHM)

Section 1: OWNER/APPLICANT INFORMATION									
Customer Number		Fleet Number		Unit Number		Owner's County of Residence			
Owner Details:	Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO				
When joint ownership, please indicate if "or" or "and" is to be shown on title when issued. <input type="checkbox"/> OR <input type="checkbox"/> AND (If neither box is checked, the title will be issued with "and.")				Select, if applicable:		<input type="checkbox"/> Life Estate/Remainder Person			
						<input type="checkbox"/> Tenancy by the Entirety <input type="checkbox"/> With Rights of Survivorship			
Owner's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name)			Owner's Phone Number (Voluntary)		Owner's Email (Voluntary)		Sex	Date of Birth	
FL DL/ID or FEID/Suffix Number	Owner's Mailing Address				City		State	Zip Code	
Owner's Residential Street Address					City		State	Zip Code	
Mail To Customer Name (If different from above owner)			Mail To's Phone Number (Voluntary)		Mail To's Email (Voluntary)		Sex	Date of Birth	
FL DL/ID or FEID/Suffix Number	Mail To's Address (If different from above mailing address)				City		State	Zip Code	
Co-Owner Details:	Are you a Florida Resident? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a US Citizen? <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you deaf or hard of hearing? (Voluntary) <input type="checkbox"/> YES <input type="checkbox"/> NO				
<input type="checkbox"/> Co-Owner or <input type="checkbox"/> Lessee's Name as It Appears on Driver License (First, Full Middle/Maiden, & Last Name)			Co-Owner's Phone Number (Voluntary)		Co-Owner's Email (Voluntary)		Sex	Date of Birth	
FL DL/ID or FEID/Suffix Number	Co-Owner's/Lessee's Mailing Address				City		State	Zip Code	
Co-Owner's/Lessee's Residential Street Address					City		State	Zip Code	

Section 2: MOTOR VEHICLE DESCRIPTION									
Vehicle Identification Number (VIN)			Florida Title Number		License Plate Number		Previous State of Issue		
Make/Manufacturer	Model	Year	Body	Color	Length Ft. ___ In ___	Weight	GVW	BHP/CC	
Van Use (If applicable) <input type="checkbox"/> Passenger <input type="checkbox"/> Other	Fuel Type <input type="checkbox"/> Natural Gas (Liquid) <input type="checkbox"/> Natural Gas (Compressed) <input type="checkbox"/> Hybrid (Gas/Electric) <input type="checkbox"/> Hybrid (Diesel/Electric) <input type="checkbox"/> Electric								

Section 3: BRANDS, USAGE AND TYPE (Check applicable types)									
<input type="checkbox"/> Assembled from Parts	<input type="checkbox"/> Autonomous	<input type="checkbox"/> Bonded Title	<input type="checkbox"/> Custom	<input type="checkbox"/> Electric	<input type="checkbox"/> Flood	<input type="checkbox"/> Glider Kit	<input type="checkbox"/> ILEV	<input type="checkbox"/> Kit Car	
<input type="checkbox"/> Long Term Lease	<input type="checkbox"/> Manuf. Buy Back	<input type="checkbox"/> Police Veh.	<input type="checkbox"/> Private Use	<input type="checkbox"/> Rebuilt	<input type="checkbox"/> Replica	<input type="checkbox"/> Short Term Lease	<input type="checkbox"/> Street Rod	<input type="checkbox"/> Taxicab	

Section 4: LIENHOLDER INFORMATION (If applicable)									
ELT Customer <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> FEID/Suffix # <input type="checkbox"/> DMV Account # <input type="checkbox"/> DL/ID #, Sex and DOB		Lienholder's Phone Number (Voluntary)			Lienholder's Email (Voluntary)			
Date of Lien	Lienholder's Mailing Address				City		State	Zip Code	
Lienholder's Name (If box is not checked, title will be mailed to the first lienholder.)				<input type="checkbox"/> Check this box if you, lienholder representative, authorize the Department to send the motor vehicle title to the owner and sign here: _____					

Section 5: TRANSFER TYPE (If applicable)									
If ownership has transferred, how and when was the motor vehicle acquired? <input type="checkbox"/> Inheritance							Date Acquired:		
<input type="checkbox"/> Sale (Price: \$ _____ . _____) <input type="checkbox"/> Gift <input type="checkbox"/> Repossession <input type="checkbox"/> Court Order <input type="checkbox"/> Other (Specify): _____							_____ / _____ / _____		

Section 6: ODOMETER DECLARATION									
WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines or imprisonment.									
I/we state that this <input type="checkbox"/> 5 or <input type="checkbox"/> 6-digit odometer now reads _____ , _____ .xx miles. (No tenths)					Date Read: _____ / _____ / _____.				
I/we hereby certify that to the best of my/our knowledge the odometer reading:									
<input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE.			<input type="checkbox"/> 2. IS NOT THE ACTUAL MILEAGE.			<input type="checkbox"/> 3. IS IN EXCESS OF ITS MECHANICAL LIMITS.			



**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
APPLICATION FOR CERTIFICATE OF MOTOR VEHICLE TITLE**

Section 7: DEALER SALES TAX REPORT AND MOTOR VEHICLE TRADE IN INFORMATION (If applicable)				
Florida Sales Tax Registration Number	Dealer License Number	Date of Sale	Amount of Tax	Dealer/Agent Signature
Year of Trade In	Make of Trade In	Title Number of Trade In (If known)	Vehicle Identification Number (VIN) of Trade In	

Section 8: MOTOR VEHICLE IDENTIFICATION NUMBER VERIFICATION			
This section requires a physical inspection and a verification of the vehicle identification number (VIN) (or the motor number for motor vehicles manufactured prior to 1955) of the motor vehicle described on this form by a licensed Florida dealer, Florida notary public, law enforcement officer, or authorized FLHSMV, tax collector (TC) or license plate agency (LPA) employee. Complete this section on all used motor vehicles, including trailer (with abbreviation of "TL" and a weight of 2,000lbs or more), not currently titled in Florida.			
I, the undersigned, certify that I have physically inspected the above-described vehicle:			
Vehicle Identification Number (VIN)	Name Certifying Inspector	Certifying Inspector Signature	Date
Select which option best represents the certifying inspector:			<input type="checkbox"/> Florida Notary Public (<i>Stamp or Seal</i>)
<input type="checkbox"/> Law Enforcement	Agency Name: _____	Badge Number: _____	Signature: _____
<input type="checkbox"/> Florida Dealer	Dealer Name: _____	Dealer Number: _____	
<input type="checkbox"/> FLHSMV	Office Name: _____	User ID/Badge: _____	
<input type="checkbox"/> Tax Collector or License Plate Agency	Agency Name: _____	County/Agency: _____	

Section 9: SALES TAX EXEMPTION CERTIFICATION (If applicable)	
The purchase of a recreational vehicle to be offered for rent as living accommodations does not qualify for exemption. I certify the motor vehicle described has been purchased and is exempt from the sales tax imposed by Chapter 212, Florida Statutes, by:	
<input type="checkbox"/> Purchaser (<i>state agencies, counties, etc.</i>) holds valid exemption certificate	<input type="checkbox"/> Vehicle will be used exclusively for rental.
Consumer's Certificate of Exemption Number: _____	Sales Tax Registration Number: _____
I hereby certify that ownership of the motor vehicle described on this application, is not subject to Florida Sales and Use Tax for the following reason:	
<input type="checkbox"/> Inheritance <input type="checkbox"/> Gift <input type="checkbox"/> Divorce Decree <input type="checkbox"/> Transfer between a married couple <input type="checkbox"/> Other: _____ <input type="checkbox"/> Even trade or trade down _____ <i>(State the facts of the even trade or trade down and the transferor information, including the transferor's name and address.)</i>	

Section 10: REPOSSESSION DECLARATION
<input type="checkbox"/> I certify that this motor vehicle was repossessed upon default in the terms of the lien instrument and is now in my possession.

Section 11: NON-USE AND OTHER CERTIFICATIONS
If checked, the following certifications are made by the applicant:
<input type="checkbox"/> I certify that the certificate of title is lost or destroyed.
<input type="checkbox"/> The vehicle identified will not be operated on the streets and highways of this state until properly registered.
<input type="checkbox"/> Other: (<i>explain</i>) _____

Section 12: APPLICATION ATTESTMENT AND SIGNATURES		
I/We physically inspected the VIN. (More than one form HSMV 82040 may be used for additional signatures.)		
Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.		
Full Name of Applicant, Owner	Signature of Applicant, Owner	Date
Full Name of Applicant, Co-Owner	Signature of Applicant, Co-Owner	Date

Section 13: RELEASE OF SPOUSE OR HEIRS INTEREST (If applicable)		
The undersigned person(s) state(s) that _____ died on _____.		
<i>(Name of deceased)</i> <i>(Date)</i>		
<input type="checkbox"/> Testate (with a will)	<input type="checkbox"/> Intestate (without a will) and left the surviving heir(s) named below.	
<input type="checkbox"/> When applicable, the heir(s) (named below) certifies that the certificate of title is lost or destroyed.		
Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.		
<small>(More than one form HSMV 82040 may be used for additional signatures.)</small>		
Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date
Full Name of <input type="checkbox"/> Spouse, <input type="checkbox"/> Co-Owner or <input type="checkbox"/> Heir(s)	Signature of Spouse, Co-Owner or Heir(s)	Date
That at the time of death the decedent was owner of the motor vehicle described in section 2 of this form. The person(s) signing above hereby releases all of his/her/their right, title, interest and claim as heir(s) at law, legatee(s), devisee(s), or otherwise to the aforesaid motor vehicle to:		
Full Name of Applicant	Signature of Applicant	Date
Full Name of Applicant	Signature of Applicant	Date

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off-Highway or Vessel Description

Year	Make/Manufacturer	Body Type	Model	Color	
Certificate of Title Number		Current Title Issue Date	Vehicle/Vessel Identification Number		
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:					
Print Name(s) of Purchaser(s)					
Address		City	State	Zip Code	
Date of Sale		Selling price \$			

2. Odometer Disclosure Statement (Required For a Motor Vehicle)

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WE STATE THAT THIS MOTOR VEHICLE'S 5 DIGIT OR 6 DIGIT ODOMETER NOW READS , .xx
(NO TENTHS) MILES, DATE READ ____/____/____, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:

1. REFLECTS THE ACTUAL MILEAGE. 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (When applicable):

3. Certification

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature	Seller's Printed Name	Date
Seller's Address	City	State Zip Code
Co-Seller's Signature (when applicable)	Co-Seller's Printed Name (when applicable)	Date
Co-Seller's Address (when applicable)	City	State Zip Code
Purchaser's Signature	Purchaser's Printed Name	Date
Co-Purchaser's Signature (when applicable)	Co-Purchaser's Printed name (when applicable)	Date

*** OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.**

Check your local phone book government pages or visit the following website for current mailing addresses: [http:// www.flhsmv.gov/offices/](http://www.flhsmv.gov/offices/)

DONATION ACCEPTANCE AND ACKNOWLEDGEMENT

WHEREAS, the undersigned Donee owns real property in Levy County identified as Property Appraiser Parcel ID No. _____) (the "Property") and Donee's primary residence on the Property was severely damaged by Hurricane Helene and rendered uninhabitable;

WHEREAS, the State of Florida Division of Emergency Management has transferred ownership of a certain travel trailer (VIN No. _____) (the "Travel Trailer") to Levy County and Levy County is willing to transfer ownership of the Travel Trailer to Donee for use as temporary shelter on their Property, subject to Donee providing this Donation Acceptance and Acknowledgement; and

NOW THEREFORE, Donee wishes to accept the donation of the Travel Trailer in accordance with the terms and conditions of this Donation Acceptance and Acknowledgement.

- I. Transfer of ownership; transport and set up. Donee agrees to execute all necessary documents to transfer ownership of the Trailer, including but not limited to a Bill of Sale and Application for Certificate of Title. The County will pay any tax and fees associated with the transfer of title. Donee acknowledges they are solely responsible for transport of the Travel Trailer from the County's storage site to the Property and for set up of the Travel Trailer on the Property.
- II. No Warranties and Representations. The Donee understands and acknowledges that Levy County is the pass-through entity for transfer of ownership of the Travel Trailer and therefore, Levy County makes no warranties or representations concerning the quality or condition of the Travel Trailer or its merchantability or fitness for a particular purpose or use. Donee accepts the Travel Trailer in its "as is, where is condition" without any warranty or guarantee of any type.
- III. Limitation of Liability; Release and Waiver
 - a. To the maximum extent allowed by law, under no circumstances will Levy County be liable for damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, arising from or in connection with, the donation of the Travel Trailer to the Donee, or transfer of ownership to the Donee, or Donee's use and/or occupancy of the Travel Trailer.
 - b. Donee releases Levy County and voluntarily assumes full responsibility and risk of loss or damages from Donee's ownership of and use and/or occupancy of the Travel Trailer. It is Donee's express intent that this shall be deemed a full and complete release, waiver, discharge and covenant not to sue Levy County.

IV. Use and Occupancy of Travel Trailer

- a. Donee accepts and acknowledges that the donation of the Travel Trailer to Donee is to provide Donee with temporary shelter in accordance with Section 125.023, Florida Statutes, and as such, Donee warrants and represents they will:
 - i. Make a good faith effort to replace, rebuild or renovate the damaged permanent residential structure on their Property;
 - ii. Connect the Travel Trailer to water and electric utilities in a manner that does not present a threat to health and human safety; and
 - iii. Use the Travel Trailer as their temporary residence for no more than 36 months from September 23, 2024 (the date of the Governor’s Executive Order Number 24-208 for Hurricane Helene), or the date of issuance of a certificate of occupancy for the permanent residential structure on their Property, whichever first occurs.
- b. Donee acknowledges that Donee is solely responsible for any and all maintenance and repair of the Travel Trailer, including but not limited to propane refill, leaks, issues with appliances therein. Levy County shall not under any circumstance provide any maintenance assistance, nor financial reimbursement for maintenance items, nor any other related expense incurred as a result of maintenance, failure to maintain, or otherwise.

DONEE IS AT LEAST EIGHTEEN YEARS OF AGE, FULLY COMPETENT AND HAS CAREFULLY READ THIS ACCEPTANCE AND ACKNOWLEDGEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ (“Donee”)

Printed Name: _____

Date: _____

Signature: _____ (“Donee”)

Printed Name: _____

Date: _____