

**AMENDMENT # 3 TO AGREEMENT
BETWEEN LEVY COUNTY
and
FEDERAL ENGINEERING, INC.**

This Third Amendment to Agreement (“Third Amendment”) is made and entered into by and between LEVY County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (“County”), and FEDERAL ENGINEERING, INC., 10560 Arrowhead Drive, Fairfax, VA 22030 (“FE”), effective as of December 16, 2025, which parties may hereinafter collectively be referred to as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, County and FE entered into an agreement for consulting services for County’s communications systems, dated December 8, 2020 (herein the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to extend the term, as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth herein, County and FE agree as follows:

1. The Agreement is extended through December 31, 2026.
2. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect, as modified, are hereby ratified by the Parties, and shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the Parties. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control.
3. **SCRUTINIZED COMPANIES.** As provided in F.S. 287.135, by entering into this Third Amendment or performing any work in furtherance hereof, FE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if FE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Third Amendment may be terminated at the option of the County.
B. As provided in F.S. 287.135, by entering into this Third Amendment or performing any work in furtherance hereof, FE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
4. **E-VERIFY- EMPLOYMENT ELIGIBILITY.** FE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically

verify the employment eligibility of all newly hired workers; and (2) has verified that all of FE's subconsultants performing the duties and obligations of this Third Amendment are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. FE shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. FE shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Third Amendment if it has a good faith belief that FE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that FE'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify FE to terminate its Agreement with the subconsultant and FE shall immediately terminate its Agreement with the subconsultant. If County terminates this Agreement pursuant to the above, FE shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Third Amendment was terminated. In the event of such Agreement termination, FE shall also be liable for any additional costs incurred by County as a result of the termination.

5. HUMAN TRAFFICKING AFFIDAVIT - FE warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. FE has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference. FE understands and acknowledges that this Agreement will be void, in the event the conditions under Section 287.133, Florida Statutes applies to FE, relating to conviction for a public entity crime.

6. PUBLIC ENTITY CRIMES. FE understands and acknowledges that this Agreement will be void, cancelled, and of no further force or effect, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute the Third Amendment as of the last date entered below.

(Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair
Date: _____

ATTEST: Matt Brooks, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners

Matt Brooks, Clerk
:

APPROVED AS TO FORM

Nabors, Giblin & Nickerson, P.A., Interim
County Attorney

FEDERAL ENGINEERING, INC.

Signature

John E. Murray, Executive V.P & COO
(Printed name and title)

Date

Witness:

Print Name

Exhibit A: Anti-Human Trafficking Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
_____ as _____ on behalf of
_____, who is personally known to me or who
produced _____ as identification this _____ day of
_____, 202____.

Notary Public

(Notary Seal)