REGULAR MEETING APRIL 8, 2019 9:00 A.M.

}′.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's meeting room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Henry McCray, Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the minutes.

RESOLUTION NO. 2019-04-01

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to adopt Resolution No. 2019-04-01, recognizing April 8, 2019 as National Lineman Appreciation Day.

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL PROCLAMATION

Scott Koons, with the North Central Florida Regional Planning Council, made a presentation to the Board in celebration of the Planning Council's 50th Anniversary. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to adopt a Proclamation declaring May 7, 2019 as North Central Florida Regional Planning Council Day.

EMS RETIREMENT LETTER

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to accept a letter from J.C. Lawson, which stated that he will be retiring on May 28, 2019.

RESOLUTION NO. 2019-04-02

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously have Mrs. McMillan-Fredriksson read Resolution No. 2019-04-02 by title only. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the resolution adopting the Statewide Mutual Aid Agreement for Emergency Management.

APPOINT AN ENGINEER FOR SUMTER AVENUE

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to appoint Dewberry Engineers to do the design work for the Sumter Avenue project.

APPROVE THE BILLS

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve following bills:

General Fund - \$423,021.58 Emergency 911 Fund - \$809.01 Industrial Park Fund - \$106,531.53

ADJOURN

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to adjourn.

Attest:

Steve Land, Clerk

Approved this 22nd day of April, 2019.

Anthony Adams, Chairman

PUBLIC NOTICE

BOOK 41 PAGE 104

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, April 8, 2019 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:

...Anthony Adams, Chairman Lafayette County Commission

BOARD OF COUNTY COMMSSIONERS:

- 1. Open the meeting.
- 2. Invocation and pledge to the flag.
- 3. Approve the minutes.
- 4. Requests and comments from the community.
 - A) Adopt a Proclamation declaring May 7, 2019 as North Florida Regional Planning Council Day.
 - B) Adopt a Resolution Recognizing National Lineworker Appreciation Day.
- 5. Department Heads:
 - A) Marcus Calhoun Maintenance.
 - B) Scott Sadler Public Works.
 - C) Robert Hinkle Building/Zoning.
 - D) Marty Tompkins EMS.
 - E) Jana Hart Extension Office.
- 6. Adopt the Statewide Mutual Aid Agreement (Emergency Management).
- 7. Appoint an Engineer for the design work of Sumter Avenue.
- 8. Leenette McMillan-Fredriksson various items.
- 9. Approve the bills.
- 10. Other Business.
- 11. Future agenda items.
- 12. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.

See <u>www.lafayetteclerk.com</u> for updates and amendments to the agenda.

MAYO FREE PRESS Please Run 4/4/19.

MAYO FREE PRESS

P.O. Box 370, Live Oak, FL 32064 Phone: 386-362-1734

Affidavit of Publication

STATE OF FLORIDA **COUNTY OF LAFAYETTE:**

Before the undersigned authority personally appeared Louise Sheddan, who on oath says that he/she is Legal Secretary of the Mayo Free Press, a weekly newspaper published at Mayo in Lafayette County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

in the matter of

LCBCC Regular Meeting 03/25

was published in the said newspaper on the following day(s), namely Mayo Free Press: 04/04/19.

Affiant further says that the said Mayo Free Press is a newspaper published at Mayo Free Press in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafavette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me on this day:

Date:

Notary Public:

Personally known X _ or produced identification

Type of identification produced:



PUBLIC NOTICE

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Anthony Adams, Chairman Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS:

- Open the meeting.
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 Requests and comments from the
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 Zoning.
 D) Marty Tompkins EMS.
 E) Jana Hart Extension Office.
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- 9. Approve the bills. 10. Other Business.
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da. 04/04/19

RESOLUTION NO. 2019-04-01

Resolution Recognizing National Lineman Appreciation Day

WHEREAS electric linemen approach their job with a sense of service and responsibility to their community; and

WHEREAS, often, they are the first on the scene when severe storms or natural disasters strike, making sure roads are safe and the lights are on for other rescue personnel; and

WHEREAS, these men spend every day working on top of power poles with thousands of volts of electricity; and

WHEREAS, many linemen are asked to work in hazardous conditions away from their families so that they can build and maintain the systems that bring electric power to people across the country; and

WHEREAS, their job takes courage and is essential to keeping our nation safe and working; and

WHEREAS is the importance and the difficulty of their job recognized very seldom; and

WHEREAS the National Rural Electric Cooperative Association has established that the second Monday of April each year should serve as National Lineman Appreciation Day; and

WHEREAS it would be an appropriate time for Lafayette County to also recognize the diligence of line workers in our county; now therefore

BE IT RESOLVED by the Lafayette Board of County Commissioners that we are grateful to and acknowledge the efforts made by linemen throughout the county to keep the power on and protect the safety of the public. We recognize Monday, April 8, 2019 as *National Lineman Appreciation Day*.

PASSED AND ADOPTED this 8^{th} day of April, 2019.

Attest:

Steve Land, Clerk

Anthony Adams, Chairman

PROCLAMATION

DECLARING MAY 7, 2019 AS NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL DAY

WHEREAS, the North Central Florida Regional Planning Council was formed as the fourth regional planning council in the State of Florida on May 7, 1969; and

WHEREAS, the mission of the North Central Florida Regional Planning Council is to improve the quality of life of the Region's citizens by enhancing public safety, protecting regional resources, promoting economic development and providing technical services to local governments; and

WHEREAS, the North Central Florida Regional Planning Council, in partnership with economic development organizations and local governments, promotes regional strategies, partnerships and solutions to strengthen the economic competiveness and quality of life of the 12 counties and 40 incorporated municipalities in the north central Florida region; and

WHEREAS, local governments throughout the north central Florida region recognize the need for regional coordination to address community issues that extend beyond county and municipal boundaries; and

WHEREAS, the North Central Florida Regional Planning Council has engaged in strategic regional planning, comprehensive economic development strategy planning and emergency preparedness planning for the future of the north central Florida region; and

WHEREAS, for the past 50 years, the North Central Regional Planning Council has brought together local governments and gubernatorial appointees to provide a venue for analyzing issues, revolving problems and sharing solutions among 52 jurisdictions in Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor and Union Counties; and

WHEREAS, Lafayette County became a member local government of the North Central Florida Regional Planning Council on December 6, 1976.

NOW, THEREFORE, the Board of County Commissioners of Lafayette County, Florida proclaims May 7, 2019 as North Central Florida Regional Planning Council Day throughout Lafayette County in recognition of the 50th Anniversary of the North Central Florida Regional Planning Council and its contributions in advancing the regional agenda.

DULY ADOPTED AND PROCLAIMED this 8th day of April 2019.

ATTEST:

Steve Land, Coanty Clerk

BOARD OF COUNTY COMMISSIONERS OF

LAFAYETTE COUNTY FLORIDA

Anthony Adams, Chair

04/08/2019

To The Citizens of Lafayette County

This letter is to announce my retirement from Lafayette County Emergency Medical Service. The start date will be May28,2019. It is a difficult decision, due to all the families I will no longer serve in the capacity as a Paramedic. I would like to give a heartfelt thank you, to all the individuals and families that have supported and stood by me throughout my 14 years of service. I would also like the Lafayette County Board of County Commissioners, for giving me the opportunity to serve so many. I will still continue to serve as your Fire Chief for Lafayette County Volunteer Fire Department. This decision will give me the opportunity to give 100 % to the Fire Service, not only in Lafayette County but throughout the State of Florida. I started my career 45 years ago as a Fireman. With this decision it allows me to finish my career in the Fire Service where I started. The Fire Service has always been my passion. It was with the support of The Fire Brotherhood that help me manage the things brought upon me for the job I choose to do. I look forward to working with the dedicated Men and Women of Lafayette County Volunteer Fire Department.

Sincerely

Julius C. Lawson

RESOLUTION ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. 2019-04-02

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster of emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the Lafayette County Board of County Commissioners, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: Lafayette County Board of County Commissioners

DATE: <u>April 8, 2019</u>

I certify that the foregoing is an accurate copy of the Resolution adopted by the Lafayette County Board of County Commissioners on April 8, 2019.

TITLE: Chairman

ATTEST:

Clerk of Court



DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS Governor

JARED MOSKOWITZ Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.
- C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.
- D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

<u>Definitions.</u> As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").
 - B. The "Division" is the Division of Emergency Management
- C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.
- D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.
- E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.
- F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.
- G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.
- H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.
- I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.
- J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

- B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.
- D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

- C. A description of the specific type of assistance needed within each Emergency Support Function;
- D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;
 - E. A description of any public infrastructure for which assistance will be needed;
- F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;
- G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and
 - E. The names of all personnel whom the Assisting Party designates as Supervisors.
 - F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

- A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.
 - B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

<u>Procedures for Reimbursement</u>. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

- A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.
- B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.
- C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.
- D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

<u>Costs Eligible for Reimbursement</u>. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

<u>Insurance</u>. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

- C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.
- D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.
- F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

- C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.
- E. Upon its execution by any Participating Party, this Agreement will continue in effect for one
 (1) year from its date of execution by that Participating Party, and it shall automatically renew each year
 after its execution, unless within sixty (60) calendar days before that date the Participating Party
 notifies the Division, in writing, of its intent to withdraw from the Agreement.
- F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
 - B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMEN	Г
By: Director Kevin Guthrie	Date:
ATTEST: CLERK OF THE CIRCUIT COURT By: Deputy Clerk COUNTY, 150	BOARD OF COUNTY COMMISSIONERS OF LafayetteCOUNTY, STATE OF FLORIDA By:

RESOLUTION ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. 2019-04-02

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster of emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the Lafayette County Board of County Commissioners, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: <u>Lafayette County Board of County Commissioners</u>

DATE: <u>April 8, 2019</u>

I certify that the foregoing is an accurate copy of the Resolution adopted by the Lafayette County Board of County Commissioners on April 8, 2019.

TITLE: Chairman

ATTEST:

Steve Land
Clerk of Court

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

•								
Name of Governmen	_{t:} Lafayette County Board	d of County C	Commissioners					
Mailing Address:	PO Box 88							
	Mayo, FL 32066							
Authorized Representative Contact Information								
Primary Authorized F	<u>Representative</u>							
Name:	Anthony Adams							
Title:	Chairman - Board of Co	ounty Comm	issioners					
Address:	PO Box 88 Mayo, FL	32066						
Day Phone:	386-294-1600	Night Phone:	386-330-4413					
Facsimile:	000 004 4004		anthonyadamsmayo@gmail.com					
1st Alternate Authoriz	ed Representative		•					
Name:	Steve Land							
Title:	Clerk of Court							
Address:	PO Box 88 Mayo, FL	32066						
Day Phone:	386-294-1600	Night Phone:	386-288-3410					
Facsimile:	386-294-4231	Email:	sland@lafayetteclerk.com					
2 nd Alternate Authoriz	zed Representative							
Name:	Marc Land							
Title:	Emergency Management Director							
Address:	PO Box 227 Mayo, FL	32066						
Day Phone:	386-294-1950	Night Phone:	386-688-2490					
Facsimile:	386-294-2846	Email:	mland@lafayetteso.org					

Certificate Holder Lafayette County Board of County Commissioners PO Box 88 Mayo FL 32066			Service Company Issue Date 6/18/19 Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065				
COVERAGE PROVIDED BY:	FLORIDA ASSOCIATIO	N OF	COUNTIES TRUST				
AGREEMENT NUMBER: FACT 9010	COVERAGE PERIOD: FROM 10/1	/18	COVERAGE PERIOD: TO 10/1/19 12:01 AM STANDARD TIME				
TYPE OF COVERAGE - LIABILITY General Liability	National Desirate Desirate	1_	tomobile Liability				
 ☑ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☑ Errors and Omissions Liability ☑ Medical Attendants'/Medical Directors' Malpractice Liability ☑ Civil Rights Liability ☑ Law Enforcement Liability ☑ Underground, Explosion & Collapse Hazard ☑ Florida Claims Bill Endorsement ☑ Deductible \$1,000 		☐ All owned Autos (Private Passenger) ☐ All owned Autos (Other than Private Passenger) ☐ Hired Autos ☐ Non-Owned Autos ☐ Florida Claims Bill Endorsement ☐ Deductible N/A Limits of Liability N/A					
Limits of Liability \$1,000,000 Per Occurrence/\$3,000,000 Aggregate Employment Practices Liability Deductible \$1,000 Employee Benefits Program Administration Liability Deductible \$1,000 Florida Claims Bill Endorsement Limits of Liability \$1,000,000 Per Occurrence/\$2,000,000 Aggregate			BOOK 41 PAGE 127				
Description of Operations/Locations/Veh Re: Statewide Mutual Aid Agreement THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO	RMATION ONLY AND CONFERS NO RIGHT	S UPON 1	HE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALT				
THE COVERAGE AFFORDED BY THE AGREEMENT AID DESIGNATED MEMBER LAFAYETTE COUNTY BO COMMISSIONERS PO BOX 88 MAYO FL 32066	30VE.	CANC SHOU EXPIR WRITT NOTIC AGEN	ELLATIONS .D ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE ATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS EN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SI E SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, IS OR REPRESENTATIVES.				

Check History Report Sorted By Check Number Activity From: 4/8/2019 to 4/8/2019

BOOK 41 PAGE 128

Lafayette County (GNF)

Check	Check	Vendor			
Number	Date	Number	Name	Check Amount	Check Type
59880	4/8/2019	A+T	A+ Trailers & Fabrication, Inc	84.00	Auto
59881	4/8/2019	A3G	A3 Graphics	104.00	Auto
59882	4/8/2019	AASW	Aucilla Area Solid Waste Admin	8,441.76	Auto
59883	4/8/2019	AMS	Agri-Metal Supply, Inc.	240.00	Auto
59884	4/8/2019	APRIL	April Sellers	20.33	Auto
59885	4/8/2019	APS	Alachua Pest Services, LLC	225.33	Auto
59886	4/8/2019	BGC	Bennett's Glass Company	639.62	Auto
59887	4/8/2019	BPE	Byrd's Power Equipment	153.98	Auto
59888	4/8/2019	BSCT	Bright Star Children's Theatre, LLC	495.00	Auto
59889	4/8/2019	CNAS	CNA Surety	100.00	Auto
59890	4/8/2019	DBM	Dr. Bogdan Maliszewski	700.00	Auto
59891	4/8/2019	DISH	Dish Network	121.19	Auto
59892	4/8/2019	DMINC	Denali Materials, Inc.	1,108.31	
59893	4/8/2019	EMS	Electro-Mech Scoreboard Co.	119.00	Auto
59894	4/8/2019	FI	Ferrell's Inc.	- 550.00	Auto
59895	4/8/2019	HASI	Hamlin Auto Supply, Inc	727.81	
59896	4/8/2019	HRA	Harold R Arthur DMD, PA	307.00	
59897	4/8/2019	JJG	J & J Gas	45.00	
59898	4/8/2019	L4H	Lafayette 4-H	2.051.78	Auto
59899	4/8/2019	MACL	Mayo Air Conditioning, LLC	495.00	
59900	4/8/2019	MAP .	Mayo Auto Parts	702.00	
59901	4/8/2019	MCI	Music Construction, Inc.	108,026.55	Auto
59902	4/8/2019	MF	Mayo Fertilizer	84.00	
59902 59903			Mad Science of NE Central Florida	474.00	
59903	4/8/2019	MSNCF		294.45	Auto
	4/8/2019	MT	Mayo Thriftway	294.45 369.63	
59905	4/8/2019	MTG	Matheson Tri-Gas Inc.		
59906	4/8/2019	NFPM	North Florida Pharmacy of Mayo	1,060.27	
59907	4/8/2019	NTC	Nextran Truck Center - Lake Ci	114.44	Auto
59908	4/8/2019	OAF	Orisirisi African Folklore	300.00	Auto
59909	4/8/2019	ODCG	Overhead Door Company of Gaine	583.00	Auto
59910	4/8/2019	QC	Quill Corporation	1,069.12	
59911	4/8/2019	QDDT	Quest Diagnostics	36.00	
59912	4/8/2019	SCBCC	Suwannee County Board of County Commissioners	770.63	
59913	4/8/2019	SGMG	South Georgia Media Group	205.06	Auto
59914	4/8/2019	SLI	Stat-Line Industries, Inc.	671.54	Auto
59915	4/8/2019	SVE	Suwannee Valley Electric	999.97	Auto
59916	4/8/2019	TMEFX	Taylor Made EFX	60.00	
59917	4/8/2019	ТОМ	Town of Mayo	530.34	Auto
59918	4/8/2019	W	Windstream	1,016.79	Auto
59919	4/8/2019	WRW	W R Williams Distributors	10,874.45	
59920	4/8/2019	WSLO	Winsupply of Live Oak	538.45	
59921	4/8/2019	WWAS	Wild Wonders Animal Show	250.00	
59922	4/8/2019	AFLAC	AFLAC	1,276.94	
59923	4/8/2019	AHLIC	American Heritage Life Insurance Company	248.81	
59924	4/8/2019	CSL	Cotton State Life	13.28	Auto
59925	4/8/2019	GG	Hon. Greg Godwin	5,036.94	Auto
59926	4/8/2019	JED	James E Davis	8,750.00	Auto
59927	4/8/2019	LCCC	Lafayette County Clerk of Cour	17,050.75	Auto
59928	4/8/2019	LCPA	Lafayette County Property App.	24,508.58	Auto
59929	4/8/2019	LCSC	Lafayette County Sheriff	55,000.00	Auto
59930	4/8/2019	LCSE	Lafayette County Sup of Electi	19,679.42	Auto
59931	4/8/2019	LCSE9	Lafayette County Sheriff	25,000.00	Auto
59932	4/8/2019	LCSLE	Lafayette County Sheriff	65,000.00	
59933	4/8/2019	LCSRO	Lafayette County Sheriff	18,568.83	

Run Date: 4/8/2019 7:57:22AM

A/P Date: 5/30/2019

Lafayette County (GNF)

Bank Code: A	General Fund			<u> </u>		
Check Number	Check Date	Vendor Number	Name	9	Check Amount	Check Type
059934	4/8/2019	LCTC	Lafayette County Tax Collector		26,564.00	Auto
059935	4/8/2019	LN	Liberty National Life Insuranc		989.72	Auto
059936	4/8/2019	мвн	Meridian Behavioral Healthcare		4,277.00	Auto
059937	4/8/2019	ME	Mowrey Elevator Co of FL		245.37	Auto
059938	4/8/2019	MOS	McCrimon's Office Supply		51.00	Auto
059939	4/8/2019	MP	Mayo Postmaster	•	330.00	Auto
59940	4/8/2019	MTCI	Mayo Truck Clinic, Inc.		1,900.00	Auto
59941	4/8/2019	MTRI	Med-Tech Resource Inc.		100.32	Auto
059942	4/8/2019	PD	Public Defender Occupancy Acco		336.00	Auto
059943	4/8/2019	PDIT	Public Defender I.T.		228.00	Auto
059944	4/8/2019	SA	Jeff Siegmeister		1,626.30	Auto
059945	4/8/2019	SAIT	Jeff Siegmeister		391.52	Auto
059946	4/8/2019	SSC	Security Safe Company, Inc.		89.00	Auto
			- , ,	Bank A Total:	423,021.58	
				Report Total:	423,021.58	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 8TH DAY OF APRIL, 2019.

Run Date: 4/8/2019 7:57:22AM

A/P Date: 5/30/2019

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **INDUSTRIAL PARK** FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON APRIL 8, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WinSupply	Maint- Animal Health	552-464		\$ 583.33
Tom Barrow Co.	Construction	552-630		\$ 7,352.00
Door One USA	Construction	552-630		\$ 6,176.00
Tom Barrow Co.	Construction	552-630		\$ 203.00
Tom Barrow Co.	Construction	552-630		\$ 380.00
SVEC	Utilities	552-430		\$ 102.18
Pearson's Ready Mix	Construction	552-630	·	\$ 232.05
Mayo Truss	Construction	552-630		\$ 79.80
Gray Construction Svcs, Inc.	Construction	552-630		\$ 91,423.17
TOTAL				\$ 106,531.53

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 8TH DAY OF APRIL, 2019.

Darnest & Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **EMERGENCY 911** FUND.

FROM THE FIRST FEDERAL BANK, ON APRIL 8, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FI Dept of Mgmg Srvs Windstream	Communications	526-410 526-410		\$ 551.62 \$ 257.39
TOTAL				\$ 809.01

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 8TH DAY OF APRIL, 2019.

Darnest S. Louis