

REGULAR MEETING

JUNE 27, 2022

5:30 P.M.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioners Meeting Room at the Lafayette County Courthouse 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. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the minutes.

**LISA BYRD AND CARRIS SHIVER AGREEMENT WITH THE BOARD**

Lisa Byrd, Carris Shiver, and Sonia Garden discussed an agreement they have with the Board that was adopted in 2009 in regards to an exception to the LDR's on Lisa's property. The County Attorney said that she would research this further, and report back to the Board and Ms. Byrd at a later meeting.

**PUBLIC HEARING – SECOND READING OF ORDINANCE NO. 2022-03**

The Board held a Public Hearing for the second reading of Ordinance No. 2022-03. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Ordinance No. 2022-03 by title only. The Board asked for questions or comments, and after hearing none, on a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve the Ordinance in regards to travel trailer parks.

**MEDICAL EXAMINER AGREEMENT**

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously approve the agreement between Lafayette County and the Medical Examiner's Office.

**SET BUDGET HEARING DATE**

On a motion by Mr. McCray and a second by Mrs. Walker, the Board voted unanimously to set the Budget Hearing date for July 25, 2022 at 4:00 p.m.

**APPROVE THE BILLS**

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

General Fund - \$174,711.41

Emergency 911 Fund - \$608.40

Industrial Park Fund - \$219.52

**GARBAGE TRUCK OPERATOR POSITION**

The Board discussed the results of the Budget Workshop that was held on June 20, 2022 in regards to the Garbage Truck Operator position. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to offer the new position at \$15.00/hour to a new employee, or \$16.50/hour to a current employee that might be interested in taking on that position.

**GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF LAW  
ENFORCEMENT**

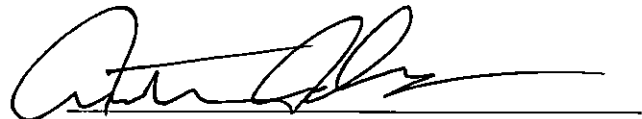
On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve a grant agreement with the Florida Department of Law Enforcement for the Lafayette County Sheriff's Office.

**LOCAL SUPPORT GRANT REQUEST FOR CR 534**

The Board discussed the grant request that was submitted for County Road 534, that was previously denied for repair. On a motion by Mr. McCray and a second by Mr. Lamb, the Board voted unanimously to apply for the Local Support Grant request with the new estimate amount.

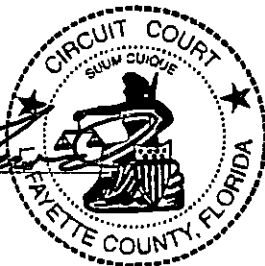
**ADJOURN**

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

  
Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk



Approved this 11<sup>th</sup> day of July, 2022.

**AMENDED  
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, June 27, 2022 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor 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 COMMISSIONERS MEETING:**

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scott Sadler – Public Works.
  - C) Garret Land – Building/Zoning.
    - 1) Public Hearing – approval of an Ordinance to amend the text of the Land Development Regulations in regards to travel trailer parks.
  - D) Marty Tompkins – EMS.
  - E) Shawn Jackson – Extension Office.
6. Review and approve an agreement between Lafayette County and the Medical Examiner's Office.
7. Approve setting the Budget Hearing date for July 25, 2022 at 4:00 p.m.
8. Leenette McMillan-Fredriksson – various items.
9. Approve the bills.
10. Other Business.
  - A) Discuss the results from the Budget Workshop on 6/20/22.
  - B) Give the Chairman the authority to sign a Grant Agreement with FDLE.
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 [www.lafayetteclerk.com](http://www.lafayetteclerk.com) for updates and amendments to the agenda.*

**The Riverbend News**, published every Wednesday in the City of Live Oak, County of Suwannee and State of Florida

### AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, **Lucy S Golub** who on oath says that she is the Manager for Classifies & Legals for the **Riverbend News**, a weekly newspaper, published in Live Oak, Suwannee County, Florida, covering Hamilton, Lafayette and Suwannee Counties; that the attached copy of the advertisement being a:

### PUBLIC NOTICE OF MEETING

**Lafayette County – June 27, 2022 (regular meeting)**

was published in said newspaper in the issue of **June 22, 2022**

Affiant further says that the said **Riverbend News** a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida, each week and has been entered as first class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that **Riverbend News** 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 the said newspaper.

Signed by: \_\_\_\_\_

*[Signature of Lucy S. Golub]*

Sworn to and subscribed before me this 22nd day of JUNE 2022.

*[Signature of Rachal Deming]*  
Notary Public



**RACHAL DEMING**  
Notary Public  
State of Florida  
Comm# HH204692  
Expires 12/6/2025

### PUBLIC NOTICE

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Anthony Adams, Chairman  
Lafayette County Commission

### BOARD OF COUNTY COMMISSIONERS MEETING:

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06/15, 06/22, 06/29, 07/06

ORDINANCE NO. 2022-03

AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2000-5, AS AMENDED; RELATING TO AN AMENDMENT TO THE TEXT OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION, LDR 22-02, BY THE BOARD OF COUNTY COMMISSIONERS, PROVIDING FOR AMENDING SECTION 4.6.5 ENTITLED SPECIAL EXCEPTIONS BY ADDING TRAVEL TRAILER PARKS NOT TO EXCEED 20 SITES, AS A SPECIAL EXCEPTION WITHIN THE RURAL, RESIDENTIAL (RR) ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Lafayette County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Lafayette County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 22-02, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 4.6.5, entitled Rural, Residential, Special Exceptions, is hereby amended to read, as follows:

4.6 RURAL, RESIDENTIAL

4.6.5 SPECIAL EXCEPTIONS  
(See also Articles 12 and 13)

1. Golf courses, country clubs, and racquet and tennis clubs.
2. Cemeteries and mausoleums.
3. Private clubs and lodges.
4. Parks maintained by any private association of persons residing in the district.
5. Public buildings and facilities in keeping with the character and requirements of the district, except those otherwise specified.
6. Home occupations (see Section 4.2).
7. Child care centers, provided:
  - a. No outdoor play activities shall be conducted before 8:00 a.m. or after 8:00 p.m.; and
  - b. Provision is made for areas for offstreet pick-up and drop-off of children.
8. Commercial greenhouses and plant nurseries.
9. Bed and breakfast inns.
10. Conference centers.
11. Duplexes (on minimum forty thousand (40,000) square foot lot).
12. Churches and other houses of worship.
13. Other similar uses, which are compatible with the character of the district.

The following special exceptions shall require a minimum five (5) acre parcel and shall not be located within a platted subdivision:

1. Riding or boarding stables; provided that no building used for housing of animals shall be located within one hundred fifty (150) feet of any lot line.
2. Hospitals, sanitariums, nursing homes and residential homes for the aged.
3. Commercial kennels, veterinary clinics and animal shelters; provided, that no open runs or buildings used for housing of animals shall be located within one hundred fifty (150) feet of any lot line.
4. Cemeteries and mausoleums.
5. Small engine repair (not to exceed two-thousand (2,000) square feet).
6. Automotive repair and repair of agricultural equipment (not to exceed two thousand-five hundred (2,500) square feet).

7. Welding shop (not to exceed two-thousand-five hundred (2,500) square feet).
8. Group living facilities.
9. **Travel trailer parks not to exceed twenty (20) sites.**

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.


Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

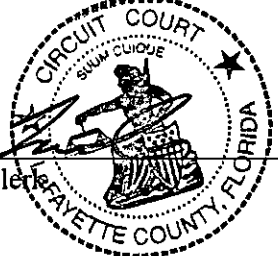
Section 5. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

Section 6. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on the 23rd day of May 2022.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, this 27th day of June 2022.

  
Steve Land, County Clerk



BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

  
Anthony Adams, Chair



**AFFIDAVIT OF PUBLICATION**

Before me, the undersigned authority personally appeared, **Lucy S Golub** who on oath says that she is the Manager for Classifies & Legals for the **Riverbend News**, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a:

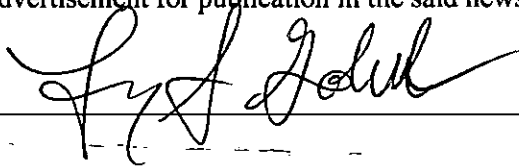
**NOTICE OF ENACTMENT OF ORDINANCE**

**Lafayette County—No.2000-5 (land-development regulations)**

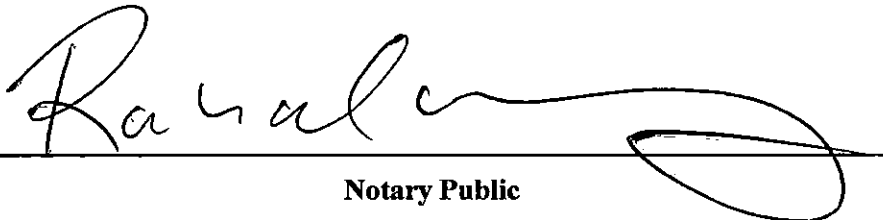
was published in said newspaper in the issue of **June 15, 2022**

Affiant further says that the said **Riverbend News** a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida, each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that Riverbend News 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 the said newspaper.

Signed by: \_\_\_\_\_



Sworn to and subscribed before me this 15<sup>th</sup> day of June 2022.



Notary Public



**RACHAL DEMING**  
Notary Public  
State of Florida  
Comm# HH204692  
Expires 12/6/2025

**NOTICE OF ENACTMENT OF ORDINANCE  
BY THE BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA**

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Lafayette County, Florida, at a public hearing on June 27, 2022 at 5:30 p.m., or as soon thereafter as the matter can be heard, in the County Commission Meeting Room, County Courthouse, located at 120 West Main Street, Mayo, Florida, Mayo, Florida. Copies of said ordinance may be inspected by any member of the public at the Office of the County Clerk, County Courthouse, located at 120 West Main Street, Mayo, Florida, Mayo, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the ordinance.

AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2000-5, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PURSUANT TO AN APPLICATION, LDR 22-02, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 4.6.5 ENTITLED SPECIAL EXCEPTIONS BY ADDING TRAVEL TRAILER PARKS NOT TO EXCEED 20 SITES AS A SPECIAL EXCEPTION WITHIN THE RURAL, RESIDENTIAL (RR) ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning this matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing. All persons are advised that, if they decide to appeal any decisions made at the public hearing they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings are 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 the proceedings should contact 386.294.1600 or via Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY), at least 48 hours prior to the proceedings.

06/15

AGREEMENT BETWEEN LAFAYETTE COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

BOOK 45 PAGE 405

THIS AGREEMENT dated this 19 day of July, 2022, by and between LAFAYETTE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, Jon R Thogmartin, M.D., has been appointed substitute DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and LAFAYETTE County is covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
  - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
  - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
  - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
  - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

AGREEMENT BETWEEN LAFAYETTE COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

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- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).
- c. To authorize Contractor to charge a fee to cremation providers as included in the Master Fee Schedule.
- d. For decedents falling under Medical Examiner that remain unclaimed, to allow no unclaimed decedent to remain in the Leon County morgue for longer than 10 business days after the examination is completed.

2. TIME

The contract shall be for a period of one (1) year, commencing on Sept 1, 2022, and shall continue until August 31, 2023. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

AGREEMENT BETWEEN LAFAYETTE COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

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Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30<sup>th</sup> of each year for the subsequent contract term.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

LAFAYETTE COUNTY agrees to indemnify and hold harmless the Contractor from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the LAFAYETTE COUNTY, its delegates, agents or employees, or due to any act or occurrence of omission or commission of LAFAYETTE COUNTY or, its delegates, agents or employees, including but not limited to costs and a reasonable attorney's fee.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior

AGREEMENT BETWEEN LAFAYETTE COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

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written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, end effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title Vi of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Jon R. Thogmartin, M.D.  
District Medical Examiner  
10900 Ulmerton Rd  
Largo, Florida 33778  
Tel: (727) 582-6800  
Fax: (77) 582-6844

AGREEMENT BETWEEN LAFAYETTE COUNTY  
AND DISTRICT 2 MEDICAL EXAMINER

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For County:

LAFAYETTE County Clerk of Court  
Board of County Commissioners  
P.O. Box 88  
Mayo, Florida 32066  
386 294 1600  
Attn: Steve Land

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

**"CONTRACTOR"**  
**DISTRICT MEDICAL EXAMINER**

WITNESS: Miss Dwyer BY: [Signature]  
JON R. THOGMARTIN, M.D.  
WITNESS: Reardon DATE: 7/19/21

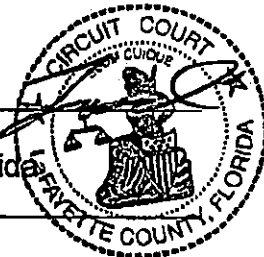
(CORPORATE SEAL)

**"COUNTY"**  
**BOARD OF COUNTY**  
**COMMISSIONERS**  
**OF LAFAYETTE COUNTY, FLORIDA**

BY: [Signature]  
Anthony Adams, Chairman

DATE: 6/27/22

ATTEST: [Signature]  
Steve Land, Clerk  
LAFAYETTE County, Florida  
DATE: 6/27/22



**Check History Report**  
**Sorted By Check Number**  
**Activity From: 6/27/2022 to 6/27/2022**

BOOK 45 PAGE 411

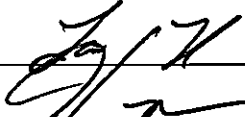
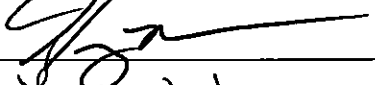
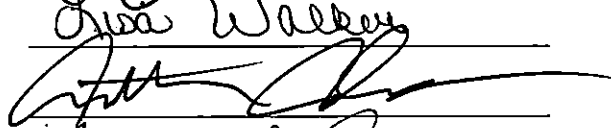
Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
064729	6/27/2022	APS	Alachua Pest Services, LLC	485.33	Auto
064730	6/27/2022	CINTAS	Cintas Corporation #148	201.26	Auto
064731	6/27/2022	DCSO	Dixie County Sheriff's Dept.	6,133.30	Auto
064732	6/27/2022	FFB	First Federal Bank of Florida	382.77	Auto
064733	6/27/2022	GLC	Greatamerica Financial Service	300.09	Auto
064734	6/27/2022	MACL	Mayo Air Conditioning, LLC	110.00	Auto
064735	6/27/2022	MTG	Matheson Tri-Gas Inc.	817.91	Auto
064736	6/27/2022	RBN	Riverbend News C & E Inc.	183.14	Auto
064737	6/27/2022	VW	Verizon Wireless	163.90	Auto
064738	6/27/2022	W	Windstream	3,635.51	Auto
064739	6/27/2022	WHC	Wes Haney Chevrolet	3,412.22	Auto
064740	6/27/2022	ACBCC	Alachua County BOCC	1,127.01	Auto
064741	6/27/2022	BGC	Bennett's Glass Company	461.00	Auto
064742	6/27/2022	BPIT	Brian Pittman	2,325.00	Auto
064743	6/27/2022	BR	Blue Rok, Inc.	946.20	Auto
064744	6/27/2022	BTM	Bound Tree Medical, LLC.	952.80	Auto
064745	6/27/2022	CBP	Cashway Building Products	710.68	Auto
064746	6/27/2022	CCBOC	Columbia County BOCC	1,577.06	Auto
064747	6/27/2022	DE	Duke Energy	6,063.49	Auto
064748	6/27/2022	DISH	Dish Network	135.72	Auto
064749	6/27/2022	EB	Elmer Bell	702.00	Auto
064750	6/27/2022	FMIT	Florida Municipal Insurance Tr	34,908.75	Auto
064751	6/27/2022	JDC	John Deere Credit	1,213.85	Auto
064752	6/27/2022	KWB	Ketchum, Wood, & Burgert	490.00	Auto
064753	6/27/2022	LEX	LexiPol	510.00	Auto
064754	6/27/2022	MOS	McCrimon's Office Supply	36.00	Auto
064755	6/27/2022	NTC	Nexttran Truck Center - Lake Ci	514.29	Auto
064756	6/27/2022	PSP	The Police & Sheriffs Press, Inc.	17.58	Auto
064757	6/27/2022	QC	Quill Corporation	598.98	Auto
064758	6/27/2022	QLM	Quality Lawns & More	660.00	Auto
064759	6/27/2022	RP	Ring Power	400.00	Auto
064760	6/27/2022	WP	Wolfe Plumbing, Inc.	225.00	Auto
064761	6/27/2022	FLGHIC	FL Local Government Health Insurance Consortium	70,478.90	Auto
064762	6/27/2022	SICD	Standard Insurance Company	2,642.44	Auto
064763	6/27/2022	SICL	Standard Insurance Company	407.50	Auto
064764	6/27/2022	SICV	Standard Insurance Company	439.20	Auto
064767	6/27/2022	SCM	Genesys Health Alliance	3.20	Auto
064768	6/27/2022	AHLIC	American Heritage Life Insurance Company	134.34	Auto
064769	6/27/2022	BR	Blue Rok, Inc.	962.63	Auto
064770	6/27/2022	CTRS	Commercial Truck Repair and Salvage Inc	600.00	Auto
064771	6/27/2022	EWL	EnviroWaste LLC	1,150.00	Auto
064772	6/27/2022	KRI	Keeler Roofing LLC	23,650.00	Auto
064773	6/27/2022	MP	Mayo Postmaster	348.00	Auto
064774	6/27/2022	RBN	Riverbend News C & E Inc.	596.30	Auto
064775	6/27/2022	SVE	Suwannee Valley Electric	1,366.33	Auto
064776	6/27/2022	LN	Liberty National Life Insuranc	1,185.13	Auto
064777	6/27/2022	SUNLIFE	Sun Life Financial	346.60	Auto
Bank A Total:				174,711.41	
Report Total:				174,711.41	



THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE  
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 27TH DAY OF JUNE 2022.

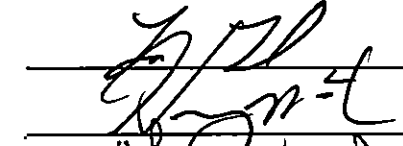
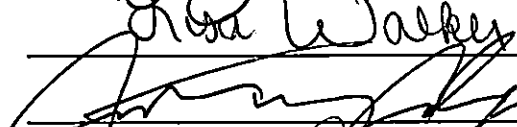

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Lisa Walker  
\_\_\_\_\_  
  
\_\_\_\_\_  
Ernest H. Jones  
\_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON JUNE 27TH, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
City Electric Supply	Maint-Country Strong Gym	552-467		\$ 159.98
Suwannee Valley Electric	Utilities	552-430		\$ 59.54
TOTAL				\$ 219.52

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE  
COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF JUNE, 2022.

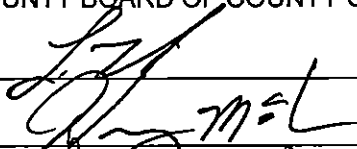
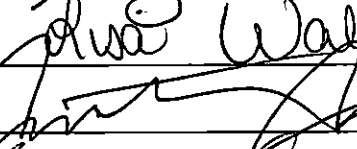
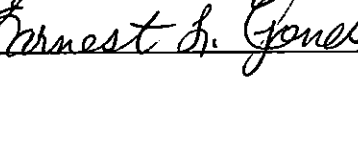
# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON JUNE 27TH, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FL DMS Telecomm.	Communications	526-410		\$ 608.40
TOTAL				\$ 608.40

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF JUNE, 2022.

  
 Ernest L. Jones  
  
 Ernest L. Jones  
  
 Ernest L. Jones

**State of Florida  
Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308**

**GRANT AWARD**

Recipient: Lafayette County Board of County Commissioners

Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties

Project Start Date: July 1, 2022

Project End Date: June 30, 2023

Grant Number: 7G033

Catalog Number: ~~FDLE Use Only~~

Grant Amount: \$296,000.00

This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Lafayette County Board of County Commissioners (herein referred to as "Recipient") on behalf of Lafayette County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2022 Legislature, Section 4, Specific Appropriation 1248, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

"From the funds in Specific Appropriation 1248, \$15,047,787 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	\$223,000
Bradford County Sheriff's Office	\$535,000
Calhoun County Sheriff's Office	\$330,773
Columbia County Sheriff's Office	\$1,047,014

Desoto County Sheriff's Office	\$397,000
Dixie County Sheriff's Office	\$525,000
Franklin County Sheriff's Office	\$410,000
Gadsden County Sheriff's Office	\$500,000
Gilchrist County Sheriff's Office	\$370,000
Glades County Sheriff's Office	\$293,000
Gulf County Sheriff's Office	\$188,000
Hamilton County Sheriff's Office	\$206,500
Hardee County Sheriff's Office	\$275,000
Hendry County Sheriff's Office	\$598,000
Highlands County Sheriff's Office	\$945,000
Holmes County Sheriff's Office	\$635,000
Jackson County Sheriff's Office	\$990,000
Jefferson County Sheriff's Office	\$261,000
Lafayette County Sheriff's Office	\$296,000
Levy County Sheriff's Office	\$825,000
Liberty County Sheriff's Office	\$476,000
Madison County Sheriff's Office	\$487,000
Okeechobee County Sheriff's Office	\$822,500
Putnam County Sheriff's Office	\$1,125,000
Suwannee County Sheriff's Office	\$604,000
Taylor County Sheriff's Office	\$289,000
Union County Sheriff's Office	\$295,800
Wakulla County Sheriff's Office	\$653,200
Washington County Sheriff's Office	\$445,000

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 1, 2022, the sheriff's offices shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

- S0001** Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.
- S0002** The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 1, 2022, a report detailing how funds were distributed to officers.
- S0003** The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

#### **Section I: Definitions**

**Expenditure Tracking:** The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

**Payroll Register:** A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

**Proof of Payment:** Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

**Quarterly Payroll Certification Form:** A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.
2. The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

**Quarterly Reporting Periods:** For purposes of this agreement, Quarterly Reporting Periods are based upon the 2022-2023 fiscal year for the State of Florida, which begins July 1, 2022 and ends June 30, 2023.

**Spending Plan:** A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

## **Section II: Project Overview**

**Project Title:** Law Enforcement Salary Assistance for Fiscally Constrained Counties

**Recipient Organization:** Lafayette County Board of County Commissioners

**Project Period:** July 1, 2022 to June 30, 2023

### **Purpose and Scope:**

The 2022-23 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 2, 2022, includes an appropriation of \$15,047,787 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriff's offices in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2022-2023 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.

**Recipient and Recipient's Sheriff Responsibilities:**

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2022-2023 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2022-2023 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2022.

Funding provided to the Recipient will not exceed the amount specified in the 2022-23 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

**Deliverables:**

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the state fiscal year (June 30, 2023), must be returned to the Department no later than July 31, 2023. The Department's determination of acceptable expenditures shall be conclusive.

**Financial Consequences and Other Requirements:**

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2023.

**Section III: Payments and Financial Reports**

Funds will be disbursed to the Recipient based upon the amount specified in the 2022-2023 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department:

- A copy of this fully executed contract; and
- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2022. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15<sup>th</sup> day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2022
- January 15, 2023
- April 15, 2023
- July 15, 2023

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2022 and June 30, 2023. After the close of the 2022-2023 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2023 or 30 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2022 – June 30, 2023) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.



## Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

### Chief Official

**Name** Anthony Adams  
**Title** Chairman Lafayette County BOCC  
**Address** P.O. Box 88  
 Mayo, FL 32066  
**Phone** (386) 294-1600  
**Email** sland@lafayetteclerk.com

### Programmatic Contact

**Name** Donna Dennis  
**Title** Administrative Assistant  
**Address** P.O. Box 227  
 Mayo, FL 32066  
**Phone** (386) 294-1222  
**Email** ddennis@lafayetteso.org

### Contract/Grant Manager

**Name** Donna Dennis  
**Title** Administrative Assistant  
**Address** P.O. Box 227  
 Mayo, FL 32066  
**Phone** (386) 294-1222  
**Email** ddennis@lafayetteso.org

### Chief Financial Officer

**Name** Steve Land  
**Title** Clerk of Courts & Comptroller  
**Address** P.O. Box 88  
 Mayo, FL 32066  
**Phone** (386) 294-1600  
**Email** sland@lafayetteclerk.com

### Official Payee

**Name** Lafayette County BOCC  
**Address** P.O. BOX 88  
 Mayo, FL 32008  
**Phone** (386) 294-1600  
**Email** sland@lafayetteclerk.com  
**FEID #** 59-6000692

## **Appendix B: State Financial Assistance Standard Conditions**

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

### **I. PAYMENTS**

#### **Overpayments**

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

### **II. PROJECT AND GRANT MANAGEMENT**

#### **Personnel Changes**

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

#### **Obligation of Grant Funds**

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

#### **Financial Management**

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to

separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

#### **Travel**

Costs for travel are not allowable under this grant agreement.

#### **Subcontracts**

Subcontracts are not allowable under the terms of this agreement.

#### **Grant Adjustments**

Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

### **III. MANDATORY DISCLOSURES**

#### **Conflict of Interest**

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

#### **Violations of Criminal Law**

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

#### **Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants

any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**Restrictions and certifications regarding non-disclosure agreements and related matters**

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

**IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS**

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

**Civil Rights**

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**E-Verify**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act.

Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

**Lobbying Prohibited**

The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

**Public Records**

As required by section 287.058(1)(c), Florida Statutes, the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), Florida Statutes as prescribed by section 119.07(1) Florida Statutes, made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

**Legal Authorization**

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

#### **Independent Contractor, Subcontracting and Assignments**

In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

#### **Notice of Legal Actions**

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

#### **Property**

The purchase of or improvements to real property are not allowable under this agreement.

#### **Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

### **V. RECORDS, AUDITS AND DATA SECURITY**

#### **Records, Retention**

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five

(5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

#### **Audits**

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, Florida Statutes).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have

an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof  
Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

#### **Monitoring**

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests

related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

#### **Property Management**

The purchase of property and equipment is not allowable under the terms of this agreement.

#### **Recipient's Confidential and Exempt Information**

By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, Florida Statutes. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

#### **VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION**

##### **Financial Penalties for Failure to Take Corrective Action**

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

##### **Termination**

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any

provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

##### **Disputes and Appeals**

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes. After receipt of a petition for alternative dispute resolution, the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

**Liability**

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless

against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statutes.

**Signatures**

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

**State of Florida  
Department of Law Enforcement  
Office of Criminal Justice Grants**

Signature:  \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 7-6-22

**Recipient  
Lafayette County Board of Commissioners**

Signature:  \_\_\_\_\_

Typed Name and Title: Anthony Adams, Chairman Lafayette County Board of Commissioners

Date: 06/27/2022