

REGULAR MEETING

MARCH 25, 2019

5:30 P.M.

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

REQUEST TO USE MAYO COMMUNITY CENTER AT NO CHARGE

Amelia Hill, Assistant Warden at Mayo Correctional Institution, requested to use the Mayo Community Center on April 11, 2019 at 5:30 p.m. at no charge, for the Prison to host a banquet for their volunteers. On a motion by Mr. Jones and a second by Mr. McCray, the Board voted unanimously to approve their request.

MOTOR GRADER BID RECOMMENDATION

Scott Sadler, Lafayette County Public Works Director, reviewed the bids that were submitted for a new Motor Grader and made the following recommendation to the Board: to award the bid to Beard Equipment for the John Deere Model 670G Grader, and to go with Option 2, which is the 5 year lease with buy back less the trade in value. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to accept the recommendation of Mr. Sadler and award the bid to Beard Equipment.

REQUEST TO ADVERTISE FOR TRIMMERS & MOWERS

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve a request from Scott Sadler to advertise to receive bids for new Lawn Mowers and Line Trimmers for the Road Department.

2018-2019 SPECIAL ASSESSMENT EXEMPTION REQUESTS

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to set the income limits for the Special Assessment Exemption requests at \$9,500 for single and \$11,500 for family. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve all that qualified under those guidelines on the 2018-2019 Special Assessment Exemption Request list.

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-03-04 by title only. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to adopt the Resolution approving an agreement with the Florida Department of Transportation for Sumter Avenue resurfacing.

RESOLUTION NO. 2019-03-01

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-03-01 by title only. On a motion by Mr. McCray and a second by Mrs. Walker, the Board voted unanimously to adopt the resolution approving an application with the Florida Fish and Wildlife Conservation Commission for the floating dock at the Hal Adams Boat Ramp.

RESOLUTION NO. 2019-03-02

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-03-02 by title only. On a motion by Mrs. Walker and a second by Mr. Jones, the Board voted unanimously to adopt the resolution approving an application with the Florida Fish and Wildlife Conservation Commission to repair the erosion at the Hal Adams Boat Ramp.

RESOLUTION NO. 2019-03-03

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-03-03 by title only. On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to adopt the resolution approving an application with the Florida Fish and Wildlife Conservation Commission for the Floating Dock at the Ezell Boat Ramp.

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 - \$125,150.20
Emergency 911 Fund - \$141,467.63
Industrial Park Fund - \$6,810.09

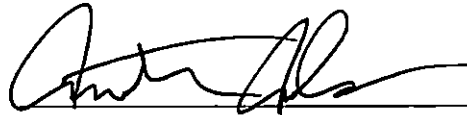
RECESS BEFORE PUBLIC HEARING ON ROAD CLOSING PETITION AT 6:00 P.M.

PUBLIC HEARING – PETITION TO CLOSE ROAD BY EVERETT KERBY

The Board held a Public Hearing to hear a Road Closing Petition filed by Everett Kerby. The Clerk read the legal description on the petition of the portion of the road that they want to be closed. The Chairman called for anyone to speak in support of the petition, and no one came forward. The Chairman then called for anyone to speak in opposition of the petition, and the following individuals addressed the Board with their concerns on this road being closed: Fred Butler and Randall Hewitt. After hearing the public on this issue, on a motion by Mr. McCray and a second by Mr. Lamb, the Board voted unanimously to deny the Road Closing Petition.

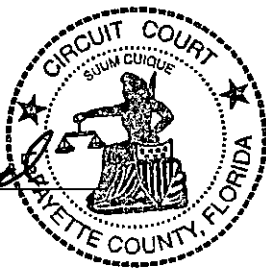
ADJOURN

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



Anthony Adams, Chairman

Attest:


Steve Land, Clerk

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Approved this 8th day of April, 2019.

**AMENDED
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, March 25, 2019 at 5:30 p.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 COMMISSIONERS:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
 - A) Consider a request from the Mayo Correctional Institution to use the Community Center at no charge to host a Dinner for their volunteers.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works
 - 1) Discuss the bids that were opened at the last meeting for a new Motor Grader.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Jana Hart – Extension Office.
6. Approve the income limits for the Special Assessment exemption requests.
7. Public Hearing at 6:00 p.m. – Petition to close a road by Everett O. Kerby.
8. Consider a Resolution approving an agreement with DOT for Sumter Avenue.
9. Consider Resolutions in support of applications with FWC for Boat Ramps.
10. Leenette McMillan-Fredriksson – various items.
11. Approve the bills.
12. Other Business.
13. Future agenda items.
14. 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 for updates and amendments to the agenda.

2018/2019 SPECIAL ASSESSMENT EXEMPTIONS

NAME	NUMBER OF HOUSEHOLD	ANNUAL INCOME	APPROVED
CASSINI, GLORIA 13 05 11 0011 0120 00011 317 NW CLARKE AVE, MAYO	1	\$7,524.00	<u>yes</u>
EAKINS, SHIRLEY 19 06 14 0028 0000 00150 548 SE APALOOSA RD PO BOX 657 BRANFORD	1	\$9,492.00	<u>yes</u>
MARTINEZ, LUZ M. 33 05 13 0000 0000 00500 1574 NE JEFF WALKER RD MAYO	1	\$9,000.00	<u>yes</u>
BYRD, LISA 11 05 11 0000 0000 00202 628 NW LAFAYETTE AVE, MAYO	1	\$12,000.00	<u>no</u>
WIMBERLEY, CLARENCE & HAZEL 13 05 11 0083 0000 00010 396 SE CR 355, MAYO	2	\$14,124.00	<u>no</u>
STORY, THOMAS CLAYTON 27 07 10 0038 0000 00420 544 SEYEARLING RD, MAYO	1	\$9,492.00	<u>yes</u>

**RESOLUTION NO. 2019-03-04
S.C.O.P. Agreement for Sumter Avenue**

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WHEREAS, the Florida Department of Transportation has offered Lafayette County a financial project ID: 438197-1-54-01, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into an agreement for the resurfacing of Sumter Avenue from CR 53 to Deadend in Lafayette County, and


WHEREAS, the Florida Department of Transportation has provided an amendment to the “State of Florida Department of Transportation, Small County Outreach Program”, and

WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

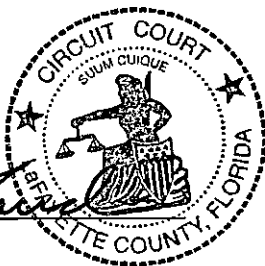
PASSED in regular session this 25th day of March, 2019.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land, Clerk



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FPN: <u>438197-1-54-01</u>	Fund: <u>GRSC</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: _____	Contract No: <u>61747</u>	Vendor No: _____

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on April 11, 2019
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Lafayette County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for the resurfacing of NW Sumter Ave from CR 53 to Deadend, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2021. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$675,000. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$675,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment F – Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
 - d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
10. **Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
- a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on

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Department right-of-way shall conform to all applicable standards of the Department, as provided in Exhibit "F", Terms and Conditions of Construction, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "E". This provision will survive termination of this Agreement.

12. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through

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the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

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f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's

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Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making

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of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
 Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit C: Engineer's Certification of Compliance

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- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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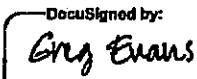
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.


RECIPIENT Lafayette County

By: 
Name: Anthony Adams
Title: Chair

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Greg Evans
Name: Greg Evans
Title: District Secretary
4/11/19

Legal Review:

DocuSigned by:

By: Melissa Blackwell
Name: Melissa Blackwell

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438197-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

LAFAYETTE COUNTY (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Approx. 1.4 miles

PROJECT DESCRIPTION: Design, Construction and Construction Engineering and Inspection for resurfacing NW Sumter Avenue from CR 53 to Deadend.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by December 31, 2019.
- b) Construction contract to be let by October 1, 2020.
- c) Construction to be completed by December 31, 2021.

* The Extension is granted only for circumstances beyond the Agency's control.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Prior to advertisement: 1) signed and sealed plans (electronic, if possible) 2) Engineer's Estimate 3) email verifying CCNA is followed 4) Right of Way, Railroad and Utility Certification

Prior to concurrence: 1) Agency to submit name of lowest responsible / responsive bidder for Department verification 2) final bid documents 3) Agency's CEI selection

Deliverables: Development of design plans and design related activities, Construction related activities and Construction Engineering and Inspection (CEI) related activities. Progress Report submitted with invoice. A field review must be done prior to final reimbursement request processed ensuring that all deliverables have been met in accordance with the contract.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: Lafayette County BOCC The Honorable Ernest Jones, Chair Post Office Box 88 Mayo, Florida 32066	FINANCIAL PROJECT NUMBER: 438197-1-54-01
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I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE


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Design/Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$675,000.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 675,000.00	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$675,000.00	\$0.00	\$0.00	\$675,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
 District Grant Manager Name


 Signature

4/4/19
 Date

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and LAFAYETTE COUNTY

PROJECT DESCRIPTION: Design, Construction and Construction Engineering and Inspection for resurfacing of NW Sumter Avenue from CR 53 to Deadend.

FPID#: 438197-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

SEAL:

By: _____ P.E.
Name: _____
Date: _____

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

*Award Amount: \$675,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
08/17
Page 1 of 1

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

**RESOLUTION NO. 2019-03-04
S.C.O.P. Agreement for Sumter Avenue**

BOOK 41 PAGE 087

WHEREAS, the Florida Department of Transportation has offered Lafayette County a financial project ID: 438197-1-54-01, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into an agreement for the resurfacing of Sumter Avenue from CR 53 to Deadend in Lafayette County, and


WHEREAS, the Florida Department of Transportation has provided an amendment to the "State of Florida Department of Transportation, Small County Outreach Program", and

WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.

THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

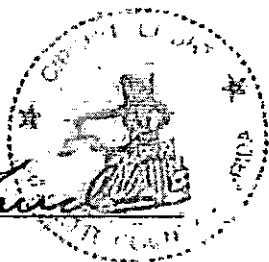
PASSED in regular session this 25th day of March, 2019.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land, Clerk



To: Kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G1747

4/4/2019

CONTRACT INFORMATION

Contract:	G1747
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAFAYETTE COUNTY BOCC
Vendor ID:	F596000692006
Beginning Date of This Agreement:	04/03/2019
Ending Date of This Agreement:	12/31/2021
Contract Total/Budgetary Ceiling:	ct = \$675,000.00
Description:	resurfacing of NW Sumter Ave from CR 53 to deadend

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/4/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AJ
Object Code:	751000
Amount:	\$675,000.00
Financial Project:	43819715401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	085576/19
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$675,000.00

RESOLUTION NO. 2019-03-01

A RESOLUTION BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLORIDA, IN SUPPORT OF AN APPLICATION FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS TO IMPROVE THE HAL ADAMS BOAT RAMP IN LAFAYETTE COUNTY, FLORIDA.

WHEREAS,

The Board of County Commissioners of LAFAYETTE County, Florida, recognizes the value and benefits of improving boating in the LAFAYETTE County area;

WHEREAS,

The LAFAYETTE County Board of County Commissioners is the fee simple owner of the Hal Adams Boat Ramp in LAFAYETTE County, which lacks adequate facilities and amenities necessary for boaters and LAFAYETTE County residents; and

WHEREAS,

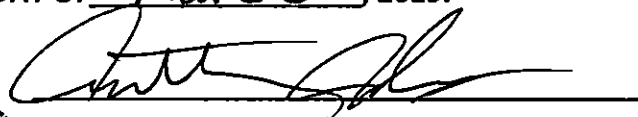
The LAFAYETTE County Board of County Commissioners is requesting funding from the Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program for the purposes of constructing a floating dock. This will include preliminary engineering, surveying, permitting and other activities to achieve improved boating access;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS THAT IT: hereby supports filing of said grant application and urges the Florida Fish and Wildlife Conservation Commission to fund the request; and

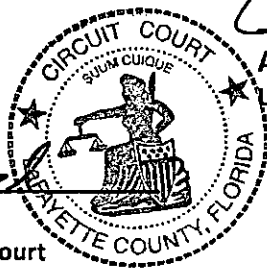
That the LAFAYETTE County Clerk of Court is hereby authorized to execute all documents required in connection with the filing of said application.

PASSED AND DULY ADOPTED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25th DAY OF March, 2019.

Attest:



Anthony Adams, Chairman
LAFAYETTE County Board of County Commissioners




Steve Land
LAFAYETTE County Clerk of Court

RESOLUTION NO. 2019-03-02

A RESOLUTION BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLORIDA, IN SUPPORT OF AN APPLICATION FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS TO IMPROVE THE HAL ADAMS BOAT RAMP IN LAFAYETTE COUNTY, FLORIDA.

WHEREAS,

The Board of County Commissioners of LAFAYETTE County, Florida, recognizes the value and benefits of improving boating in the LAFAYETTE County area;

WHEREAS,

The LAFAYETTE County Board of County Commissioners is the fee simple owner of the Hal Adams Boat Ramp in LAFAYETTE County, which lacks adequate facilities and amenities necessary for boaters and LAFAYETTE County residents; and

WHEREAS,

The LAFAYETTE County Board of County Commissioners is requesting funding from the Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program for the purposes of stabilizing the bank adjacent to the boat ramp. This will include preliminary engineering, surveying, permitting and other activities to achieve improved boating access;

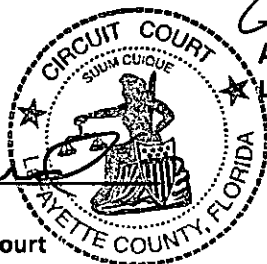
NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS THAT IT: hereby supports filing of said grant application and urges the Florida Fish and Wildlife Conservation Commission to fund the request; and

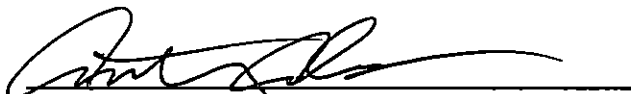
That the LAFAYETTE County Clerk of Court is hereby authorized to execute all documents required in connection with the filing of said application.

PASSED AND DULY ADOPTED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25th DAY OF March, 2019.

Attest:


Steve Land
LAFAYETTE County Clerk of Court




Anthony Adams, Chairman
LAFAYETTE County Board of County Commissioners

RESOLUTION NO. 2019-03-03

A RESOLUTION BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLORIDA, IN SUPPORT OF AN APPLICATION FOR FLORIDA BOATING IMPROVEMENT PROGRAM FUNDS TO IMPROVE THE EZELL BOAT RAMP IN LAFAYETTE COUNTY, FLORIDA.

WHEREAS,

The Board of County Commissioners of LAFAYETTE County, Florida, recognizes the value and benefits of improving boating in the LAFAYETTE County area;

WHEREAS,

The LAFAYETTE County Board of County Commissioners is the fee simple owner of the Ezell Boat Ramp in LAFAYETTE County, which lacks adequate facilities and amenities necessary for boaters and LAFAYETTE County residents; and

WHEREAS,

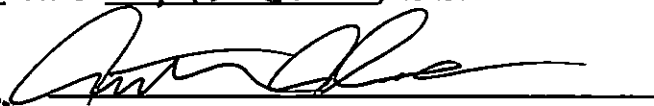
The LAFAYETTE County Board of County Commissioners is requesting funding from the Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program for the purposes of constructing a floating dock. This will include preliminary engineering, surveying, permitting and other activities to achieve improved boating access;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS THAT IT: hereby supports filing of said grant application and urges the Florida Fish and Wildlife Conservation Commission to fund the request; and

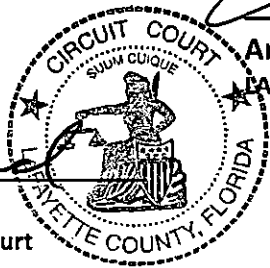
That the LAFAYETTE County Clerk of Court is hereby authorized to execute all documents required in connection with the filing of said application.

PASSED AND DULY ADOPTED BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25th DAY OF March, 2019.

Attest:



Anthony Adams, Chairman
LAFAYETTE County Board of County Commissioners




Steve Land
LAFAYETTE County Clerk of Court

Check History Report
Sorted By Check Number
Activity From: 3/25/2019 to 3/25/2019

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
059832	3/25/2019	BSW	Blue Summit Waters, LLC	162.60	Auto
059833	3/25/2019	CINTAS	Cintas Corporation #148	222.04	Auto
059834	3/25/2019	DE	Duke Energy	4,449.12	Auto
059835	3/25/2019	DMH	Doctors' Memorial Hospital	574.20	Auto
059836	3/25/2019	EWL	EnviroWaste LLC	800.00	Auto
059837	3/25/2019	FFB	First Federal Bank of Florida	357.87	Auto
059838	3/25/2019	MTG	Matheson Tri-Gas Inc.	462.61	Auto
059839	3/25/2019	PR	Preble-Rish\Dewberry Engineers Inc	1,900.00	Auto
059840	3/25/2019	SC	Suwannee North Florida Sports Connection	594.00	Auto
059841	3/25/2019	TOC	Tallahassee Orthopedic Clinic	327.00	Auto
059842	3/25/2019	WOS	Ware Oil & Supply	572.76	Auto
059843	3/25/2019	ATCL	Andersons' Tri-county Locksmit	118.50	Auto
059844	3/25/2019	BR	Blue Rok, Inc.	5,304.20	Auto
059845	3/25/2019	DA	Darabi & Associates	6,557.50	Auto
059846	3/25/2019	GLC	Greatamerica Financial Service	400.63	Auto
059847	3/25/2019	HRA	Harold R Arthur DMD, PA	319.00	Auto
059848	3/25/2019	KWB	Ketchum, Wood & Burgert	3,601.00	Auto
059849	3/25/2019	MF	Mayo Fertilizer	13.25	Auto
059850	3/25/2019	MOS	McCrimon's Office Supply	59.00	Auto
059851	3/25/2019	MP	Mayo Postmaster	56.00	Auto
059852	3/25/2019	MP	Mayo Postmaster	330.00	Auto
059853	3/25/2019	MTRI	Med-Tech Resource Inc.	134.75	Auto
059854	3/25/2019	PD	Public Defender Occupancy Acco	336.00	Auto
059855	3/25/2019	PDIT	Public Defender I.T.	228.00	Auto
059856	3/25/2019	QC	Quill Corporation	377.85	Auto
059857	3/25/2019	QM	Quadmed, Inc.	121.90	Auto
059858	3/25/2019	SLI	Stat-Line Industries, Inc.	995.25	Auto
059859	3/25/2019	SSC	Security Safe Company, Inc.	1,941.00	Auto
059860	3/25/2019	TCI	Tri-County Irrigation, Inc.	56.04	Auto
059861	3/25/2019	TPHARM	Taylor's Pharmacy	293.75	Auto
059862	3/25/2019	TRRLS	Three Rivers Regional Library	11,000.00	Auto
059863	3/25/2019	VW	Verizon Wireless	229.53	Auto
059864	3/25/2019	W	Windstream	3,074.62	Auto
059865	3/25/2019	WSLO	Winsupply of Live Oak	578.20	Auto
059866	3/25/2019	FLGHIC	FL Local Government Health Insurance Consortium	62,529.17	Auto
059867	3/25/2019	JDC	John Deere Credit	11,924.58	Auto
059868	3/25/2019	LEGAL	Legal Shield	241.20	Auto
059869	3/25/2019	SICD	Standard Insurance Company	2,675.72	Auto
059870	3/25/2019	SICL	Standard Insurance Company	350.40	Auto
059871	3/25/2019	SICV	Standard Insurance Company	474.76	Auto
059872	3/25/2019	SUNLIFE	Sun Life Financial	406.20	Auto
Bank A Total:				<u>125,150.20</u>	
Report Total				<u><u>125,150.20</u></u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 25TH DAY OF MARCH, 2019.

James L. L.

J. M. L.

R. Walker

Quittie Jones

Darrest D. Jones

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BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

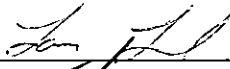
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

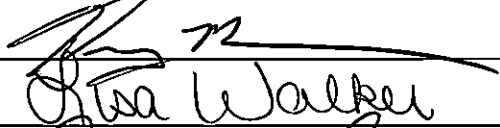
BOOK 41 PAGE 094

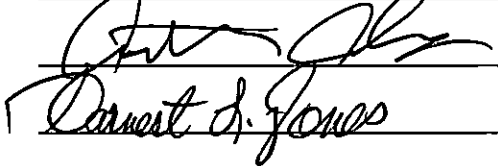
FROM THE FIRST FEDERAL BANK, ON MARCH 25, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AK Associates	Professional Services	526-310	_____	\$ 140,934.93
Windstream	Communications	526-410	_____	\$ 407.70
AT&T	Communications	526-410	_____	\$ 125.00
TOTAL				\$ 141,467.63

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF MARCH, 2019.







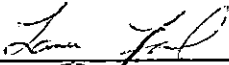
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL


LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.


FROM THE LAFAYETTE COUNTY STATE BANK, ON MARCH 25, 2019.


TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Interior/Ext Building Supply Tom Barrow co.	Construction	552-630	_____	\$ 4,720.09
	Construction	552-630	_____	\$ 2,090.00
TOTAL				\$ 6,810.09

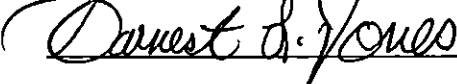
THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF MARCH, 2019.







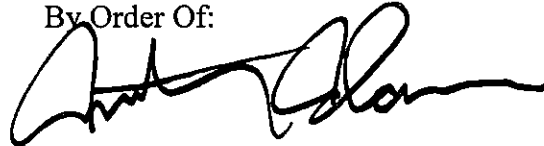




PUBLIC NOTICE

The Lafayette County Commission will hold a public hearing to consider the following petition to close a road by Everett and Sue Kerby. Listed below is a description of the road. The public hearing will be held during a regular scheduled meeting on Monday, March 25, 2019 at 6:00 p.m. or as soon thereafter as it can be heard, and will be held in the County Commissioner's meeting room on the second floor of the Lafayette County Courthouse located at 120 West Main Street, Mayo, Florida.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

PETITION TO CLOSE ROAD

Comes now the undersigned pursuant to provisions of Florida Statute 336.09 and petitions the Board of County Commissioners for Lafayette County, Florida to vacate, abandon, discontinue and close the following road, to wit:

THAT PART OF SE RANDALL HEWITT ROAD RUNNING IN A SOUTHERLY & SOUTHEASTERLY DIRECTION FROM THE NORTH LINE OF THE NW ¼ OF THE SW ¼ OF SEC. 26, TWP. 5 S., RGE. 12 E. TO WHERE SAID ROAD INTERSECTS WITH THE SE CORNER OF THE SW ¼. ALL LYING AND BEING IN SEC. 26, TWP. 5 S., RGE. 12 E., LAFAYETTE CO., FL.

In support of this petition the undersigned alleges that said road affects only the property of the undersigned owners.

Executed this 5th day of February, 2019.

Everett O. Kerby
LaJuanna Sue Kerby
1513 SW CR 300
Mayo, FL 32066

All members of the public are welcome to attend. Notice is further hereby given, pursuant to 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 appeals is to be based.

MAYO FREE PRESS
Please Run 3/7/19 and 3/14/19.

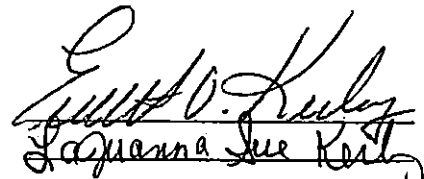
PETITION TO CLOSE ROAD

Comes now the undersigned pursuant to the provisions of Florida Statute 336.09 and petitions the Board of County Commissioners for Lafayette County, Florida to vacate, abandon, discontinue and close the following road, to wit:

That part of SE Randall Hewitt Rd. running in a southerly & southeasterly direction from the north line of the NW1/4 of the SW1/4 of Sec. 26, Twp. 5 S., Rge. 12 E. to where said road intersects with the SE corner of the SW1/4. All lying and being in Sec. 26, Twp. 5 S., Rge. 12 E., Lafayette Co., FL.

In support of this petition the undersigned alleges that said road affects only the property of the undersigned owner.

Executed this Fifth day of February, 2019.


Laquanna Sue Keith
1513 S.W. Cr. Road 300
MAYO, FL 32066



BUILDING CHARACTERISTICS **MARKET ADJUSTMENTS** **LAFAYETTE COUNTY PROPERTY** PAGE 1 of 1 CO

ELEMENT	CD	CONSTRUCTION
EXTERIOR WALL	1 2	
ROOF STRUCTURE		
ROOF COVER		
INTERIOR WALL	1 2	
INT FLOORING	1 2	
HEATING FUEL		
HEATING TYPE		
AC COND TYPE		
QUALITY		
FIXTURES - RES		
STRUCTURAL		
CEILING FINISH		
COMMON WALL		FIXTURES - COM
WALL HEIGHT		BEDROOMS
ROOMS		STORIES
DDR CODE	57	TIMBERLAND 60-69
MAP NUM	105	
NEIGHBORHOOD	01	1.00

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	EGON	FNCT	NORM	% COND
SE RANDALL HEWITT RD											

VALUATION SUMMARY		STANDARD
VALUATION BY		
BUILDING MARKET VALUE		
TOTAL MARKET OB/XF VALUE		0
TOTAL LAND VALUE - MARKET		158,000
TOTAL MARKET VALUE		18,012
SOH DEDUCTION		0
ASSESSED VALUE		18,012
TOTAL EXEMPTION VALUE		0
BASE TAXABLE VALUE		18,012
TOTAL JUST VALUE		158,000
INCOME VALUE		
PREVIOUS YEAR VALUE		0

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AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE

BLD DATE	YF DATE	INC DATE	LGL DATE	LAND DATE	AG DATE

OFF RECORD BOOK	OFF RECORD PAGE	DATE	TYPE INST	Q U	V I	REASON CODE	SALE PRICE
283	269	5/01/2009	WD	U	V	30	100
237	403	3/01/2006	WD	Q	V	01	100

BUILDING NOTES

BUILDING DIMENSIONS

LAND DESCRIPTION													TOTAL OB/XF					0				
L N	USE CODE	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	D T	DPH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	AGE	DECL	FRZ	YR	CONSRV
1	9910	9910	0					158.00	AC		1.00	0.00	1.00	0.00	0.00	158,000						
2	5200	CROPLAND #2	0					10.00	AC		1.00	1.00	1.00	250.00	250.00	2,500						
3	5730	4-TIMB/HAR	0					88.00	AC		1.00	1.00	1.00	149.00	149.00	13,112						
4	5910	TIMBER-HARD	0					30.00	AC		1.00	1.00	1.00	60.00	60.00	1,800						
5	5997	TIMBER-NON	0					30.00	AC		1.00	1.00	1.00	20.00	20.00	600						

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LEG 0158.00 ACRES
SW 1/4, OR BK 237 P. 403-404.
OR BK 203 P 269 AS TRUSTEES OF THE

FRANCK BARBARA K & JUDY K
371 SW CR 300
MAYO, FL 32066

2019

26-05-12-0000-0000-00800

BUILDING CHARACTERISTICS										MARKET ADJUSTMENTS										LAFAYETTE COUNTY PROPERTY VALUATION SUMMARY											
ELEMENT	QTY	CONSTRUCTION	TYPE	INDL	EFF. AREA	TOT ADJPTS	EFF. BASE RATE	REPL. COST NEW	AGE	EYE	ECOM	FNCT	MSGL	% COND	VALUATION BY																
EXTERIOR WALL	1														STANDARD																
ROOF STRUCTURE															BUILDING MARKET VALUE																
ROOF COVER															TOTAL MARKET OERF VALUE																
INTERIOR WALL	1														TOTAL LAND VALUE - MARKET																
INT FLOORING	1														TOTAL MARKET VALUE																
HEATING FUEL															SCH DEDUCTION																
HEATING TYPE															ASSESSED VALUE																
AC COND TYPE															TOTAL EXEMPTION VALUE																
QUALITY															BASE TAXABLE VALUE																
FIXTURES - RES															TOTAL JUST VALUE																
STRUCTURAL															DECOME VALUE																
CERAMIC FLOOR															PREVIOUS YEAR VALUE																
COMMON WALL																															
WALL HEIGHT																															
ROOMS																															
DOR CODE	57	TIMBERLAND 60-69																													
MAP NUM	105																														
NEIGHBORHOOD	01	1.00																													
AREA TYPE	TOTAL ORDER AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE																											
					BLD DATE										LOI DATE																
					KF DATE										LAND DATE																
					BKG DATE										AO DATE																
EXTRA FEATURES					SE BAYDALL HENWITT RD																										
L. CODE	DESCRIPTON	BLD CAP	LENGTH	WIDTH	UNITS	UNIT PRICE	ORD COND	YEAR ON	YEAR ACTUAL	AREA ADJ.	% COND	DEXP BMT VALUE	NOTES																		
														TOTAL OB/XF																	
														0																	
L. CODE	LAND USE DESCRIPTION	CAP	R D	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	D T	DEPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	AGE	DECL	FRZ	YR	CONVR										
1	9910	9910	0				158.00	AC		1.00	0.00	1.00	0.00	0.00	158,000																
2	5200	CROPLAND #2	0				10.00	AC		1.00	1.00	1.00	250.00	250.00	2,500																
3	5730	4-TIMB/HAR	0				80.00	AC		1.00	2.00	1.00	149.00	149.00	13,112																
4	5910	TIMBER-HARD	0				30.00	AC		1.00	1.00	1.00	60.00	60.00	1,800																
5	5997	TIMBER-MON	0				30.00	AC		1.00	1.00	1.00	20.00	20.00	600																
REVIEW DATE																BY															
TOTAL LAND VALUE																Market: 158,000 Agricultural: 10,012 Common: 0															
PRINTED 02/01/2018																															

OFF RECORD BOOK / PAGE	DATE	TYPE	Q	V	REASON CODE	SALE PRICE
283 269	5/01/2009	RD	U	V	30	100
237 403	3/01/2006	RD	Q	V	01	100

BUILDING NOTES

BUILDING DIMENSIONS

)
)

BOOK 41 PAGE 100

SWL/4, Sec. 26, Twp. 5 S., Rge. 12 E., Lafayette
Co., Fl. OR Bk 237 P. 403-404. OR Bk 283 P.
269 as trustees of the Kerby Revocable Living Trust.
(Everett Kerby to Everett & Sue Kerby as Trustees)

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 Public Hearing 3-25-19: Road Closure

was published in the said newspaper on the following day(s), namely Mayo Free Press: 03/07/19, 03/14/19.

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 Lafayette 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.

Signed: *Louise Sheddan*

Sworn to and subscribed before me on this day:
Date: 3-14-19

Notary Public: *Monja Slater*

Personally known x or produced identification

Type of identification produced: _____

PUBLIC NOTICE

The Lafayette County Commission will hold a public hearing to consider the following petition to close a road by Everett and Sue Kerby. Listed below is a description of the road. The public hearing will be held during a regular scheduled meeting on Monday, March 25, 2019 at 6:00 p.m. or as soon thereafter as it can be heard, and will be held in the County Commissioner's meeting room on the second floor of the Lafayette County Courthouse located at 120 West Main Street, Mayo, Florida.

By Order Of:
Anthony Adams, Chairman
Lafayette County Commission

PETITION TO CLOSE ROAD

Comes now the undersigned pursuant to provisions of Florida Statute 336.09 and petitions the Board of County Commissioners for Lafayette County, Florida to vacate, abandon, discontinue and close the following road, to wit:

THAT PART OF SE RANDALL HEWITT ROAD RUNNING IN A SOUTHERLY & SOUTHEASTERLY DIRECTION FROM THE NORTH LINE OF THE NW ¼ OF THE SW ¼ OF SEC. 26, TWP. 5 S., RGE. 12 E. TO WHERE SAID ROAD INTERSECTS WITH THE SE CORNER OF THE SW ¼. ALL LYING AND BEING IN SEC. 26, TWP. 5 S., RGE. 12 E., LAFAYETTE CO., FL.

In support of this petition the undersigned alleges that said road affects only the property of the undersigned owners.

Executed this 5th day of February, 2019.

Everett O. Kerby
LaJuanna Sue Kerby
1513 SW CR 300
Mayo, FL 32066

All members of the public are welcome to attend. Notice is further hereby given, pursuant to 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 appeals is to be based. 03/07, 03/14/2019

