

REGULAR MEETING  
SEPTEMBER 9, 2019  
9:00 A.M.

**BOOK 41 PAGE 345**

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

**STEINHATCHEE SPRINGS PARK**

Albert Johnson discussed the condition of the Steinhatchee Springs Park with the Board. He said that there are repairs and improvements that need to be made to the park, and that the tables are in bad shape and can't be used, among some other issues that he thinks needs attention for liability issues, etc. The Board agreed to look at the park and see what work needs to be done to fix these issues. No action was taken on this issue.

**INDUSTRIAL PARK IMPROVEMENTS**

Marcus Calhoun discussed the fan issue at the Industrial Park, and other improvements that are needed. The Board was concerned about the cost of the fan needed for these improvements, and discussed that further with Marcus. Mr. Jones agreed to go to the Industrial Park and take a look at what needs to be improved with Marcus before the next meeting and report back.

**ROAD DEPARTMENT REQUEST TO PURCHASE BACKHOE**

Scott Sadler requested permission from the Board to purchase a Caterpillar Backhoe for the Road Department. The equipment will be purchased from the Sheriff's bid list and is from Ring Power. The cost will be \$76,584.00 with trade-ins, and the Road

Department already budgeted \$80,000.00 for this equipment on this budget year. The Board agreed to make this an agenda item to be approved at the next meeting.

**BUILDING DEPARTMENT STAFF ASSISTANT**

Mac Hinkle gave his recommendation to the Board for the Staff Assistant in the Building Department. He said that after interviews were held, the recommendation was Deidra Dunnell. The Board asked to review the application and resume, that wasn't previously provided before they made their final decision. After review, the Board voted the following way: Lamb – yes; McCray – yes; Walker – yes; Adams – yes; Jones – no. By a vote of 4-1, the Board approved hiring Ms. Dunnell as the Building Department Staff Assistant.

**REQUEST TO USE THIRD DISTRICT COMMUNITY CENTER AT NO CHARGE**

On a motion by Mrs. Walker and a second by Mr. Jones, the Board voted unanimously to approve a request from the Forestry to use the Third District Community Center at no charge to hold a meeting on October 18, 2019.

**APPROVE A SUBGRANT AGREEMENT WITH EMERGENCY MANAGEMENT**

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve a Subgrant Agreement between Emergency Management and Lafayette County.

**APPROVE THE COMPREHENSIVE PLAN AGREEMENT**

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve the annual Comprehensive Plan Agreement with the North Central Florida Regional Planning Council.

**APPROVE THE AGREEMENT FOR MONITORING HAZARDOUS WASTE GENERATORS**

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the annual Hazardous Waste Generators Monitoring Agreement with the North Central Florida Regional Planning Council.

**AWARD PROPOSAL FOR DISASTER DEBRIS MONITORING SERVICES**

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to award the proposal for Disaster Debris Monitoring Services to North Florida Professional Services.

**AWARD PROPOSAL FOR DISASTER DEBRIS MANAGEMENT SERVICES**

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to award the proposal for Disaster Debris Management Services to Grubbs Emergency Services, LLC.

**APPROVE NON AD VALOREM ASSESSMENT ROLL**

On a motion by Mr. Lamb and a second by Mr. McCray, the Board voted unanimously to approve the Non Ad Valorem Assessment Roll.

**APPROVE THE BILLS**

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

General Fund - \$288,647.35

Emergency 911 Fund - \$1,273.70

**AGREEMENT WITH DEPARTMENT OF STATE FOR CLOCK TOWER**

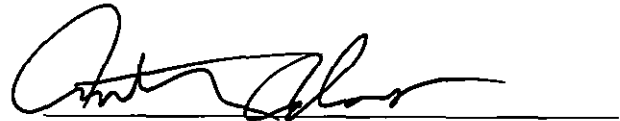
On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve an agreement with the Department of State for the Clock Tower Project.

**GRANT WRITING POSITION FOR THE COUNTY**

The Board discussed the Grant Writing Position for the County, and decided to set up a Workshop to discuss this further with Brenda Flanagan, and see if she is interested in position. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to hold this Workshop at the conclusion of the Final Budget Hearing meeting on Tuesday, September 17, 2019 at 5:45 p.m.

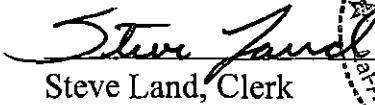
**ADJOURN**

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

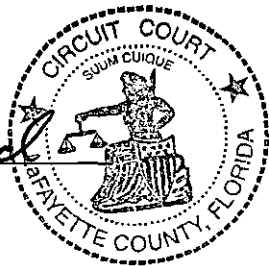


Anthony Adams, Chairman

Attest:



Steve Land, Clerk

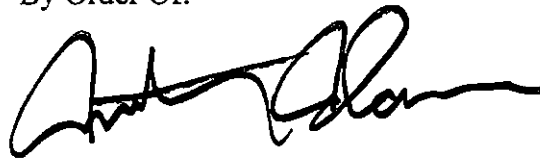


Approved this 23<sup>rd</sup> day of September, 2019.

AMENDED  
PUBLIC NOTICE

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

By Order Of:



Anthony Adams, Chairman  
Lafayette County Commission

**BOARD OF COUNTY COMMISSIONERS MEETING:**

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
  - A) Forestry Annual Report.
5. Department Heads:
  - A) Marcus Calhoun – Maintenance.
    - 1) Industrial Park Improvements – continued from last meeting.
  - B) Scott Sadler – Public Works.
  - C) Robert Hinkle – Building/Zoning.
    - 1) Approve a recommendation for the Staff Assistant position in the Building Department.
  - D) Marty Tompkins – EMS.
  - E) Shawn Jackson – Extension Office.
6. Approve a Modification of the Subgrant Agreement between Emergency Management and Lafayette County.
7. Approve the annual Comprehensive Planning Agreement with the North Central Florida Regional Planning Council.
8. Approve the annual agreement for monitoring Hazardous Waste Generators with the North Central Florida Regional Planning Council.
9. Approve and award the proposal for Disaster Debris Monitoring Services as recommended by the Committee.
10. Approve and award the proposal for Disaster Debris Management Services as recommended by the Committee.
11. Approve the Non Ad Valorem Assessment Roll.
12. Leenette McMillan-Fredriksson – various items.
13. Approve the bills.

14. Other Business.
  - A) Approve an agreement with the Department of State.
  - B) Discuss the grant writing position.
15. Future agenda items.
16. Adjourn.

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

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

*See [www.lafayetteclerk.com](http://www.lafayetteclerk.com) for updates and amendments to the agenda.*

MAYO FREE PRESS  
Published Weekly  
Post Office Box 370 386-362-1734  
Live Oak, Florida 32064

STATE OF FLORIDA  
COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

Madonna Hoover

who on oath says that she is  
Legal Secretary

of The Mayo Free Press, a weekly newspaper  
published in Mayo in Lafayette County, Florida;  
that the attached copy of advertisement, being a

Public Notice

in the matter of

LCBCC

Reg. Mtg: 09/09/19

was published in said newspaper in the issues of

September 5, 2019

Affiant further says that the said, The Mayo  
Free Press is a newspaper published at Mayo 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 pur-  
pose of securing this advertisement for publication  
in said newspaper.

Madonna Hoover

Sworn to and subscribed before me this 5 day of

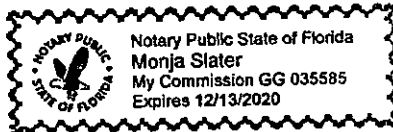
September 2019

Monja Slater

(SEAL) Notary Public

Personally known X or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_



PUBLIC NOTICE

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

By Order Of:

Anthony Adams, Chairman  
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
  - A) Marcus Calhoun - Maintenance.
  - B) Industrial Park Improvements - continued from last meeting.
  - C) Scott Sadler - Public Works.
  - D) Robert Hinkle - Bulk Oil Zoning.
  - E) Approve a contract for the Staff Association for the Building Department.
  - F) Marty Tompkins - EMS.
  - G) Shawn Jackson - Executive Office.
6. Approve a Modification of the Subgrant Agreement for Emergency Management in Lafayette County.
7. Approve the annual Comprehensive Planning Agreement with the North Central Florida Regional Planning Council.
8. Approve the annual agreement for monitoring Hazardous Waste Generators with the North Central Florida Regional Planning Council.
9. Approve and award the proposal for Disaster Debris Monitoring Services as recommended by the Committee.
10. Approve and award the proposal for Disaster Debris Management Services as recommended by the Committee.
11. Approve the Non Ad Valorem Assessment Roll.
12. Leenette McMillan-Fredrickson - various items.
13. Approve the bills.
14. Other Business.
15. Future agenda items.
16. 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.

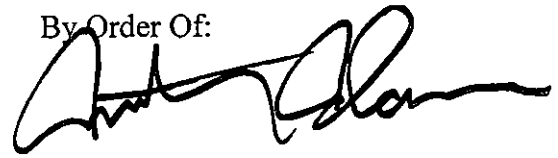
Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (904) 201-1800 or the Florida Relay Service at (800) 877-8771.

See [www.lafayettecounty.com](http://www.lafayettecounty.com) for updates and announcements to the agenda.  
09/05/2019

**PUBLIC NOTICE**

The Lafayette County Commission is accepting applications for a staff assistant in Building/Zoning and Public Safety. Applicants must possess a high school diploma and other minimum qualifications in the job description. Applications and a detailed job description may be obtained from the Clerk of Court's office at the Lafayette County Courthouse located at 120 West Main Street, Mayo, Florida 32066. The deadline for submitting applications is **September 3, 2019 at 12:00 p.m.** The Lafayette County Board of County Commissioners is an equal employment opportunity employer that does not discriminate against any qualified employee or applicant because of race, color, national origin, sex including pregnancy, age, disability or mental status.

By Order Of:

A handwritten signature in black ink, appearing to read 'Anthony Adams', written over a horizontal line.

Anthony Adams, Chairman  
Lafayette County Commission

MAYO FREE PRESS

Please Run 8/22/19 and 8/29/19.



# MAYO FREE PRESS

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

## Affidavit of Publication

### STATE OF FLORIDA COUNTY OF LAFAYETTE:

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

#### PUBLIC NOTICE

in the matter of  
LCBCC - Public Notice for a Staff Assistant

was published in the said newspaper on the following day(s), namely Mayo Free Press: 08/22/19, 08/29/19.

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: 8-29-19

Notary Public: *Monja Slater*

Personally known X or produced identification

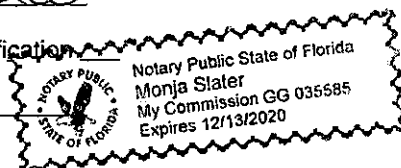
Type of identification produced: \_\_\_\_\_

#### PUBLIC NOTICE

The Lafayette County Commission is accepting applications for a staff assistant in Building/Zoning and Public Safety. Applicants must possess a high school diploma and other minimum qualifications in the job description. Applications and a detailed job description may be obtained from the Clerk of Court's office at the Lafayette County Courthouse located at 120 West Main Street, Mayo, Florida 32066. The deadline for submitting applications is September 3, 2019 at 12:00 p.m. The Lafayette County Board of County Commissioners is an equal employment opportunity employer that does not discriminate against any qualified employee or applicant because of race, color, national origin, sex including pregnancy, age, disability or mental status.

By Order Of:

Anthony Adams, Chairman  
Lafayette County Commission  
08/22, 08/29/2019



**MODIFICATION # Z0321-6 TO SUBGRANT AGREEMENT  
BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND  
LAFAYETTE COUNTY**

---

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division") and Lafayette County

("Sub-Recipient"), to modify Contract Number Z0321, which began on 2017/09/04 ("the Original Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Original Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the Public Assistance Program, including the payment of the original amount of the first obligated project worksheet; and,

WHEREAS, when the Sub-Recipient desires to request funds from subsequently obligated project worksheets, the Sub-Recipient must modify the Original Agreement to include the additional funding; and,

WHEREAS, these Subgrant Agreement Modifications are performed through a fully executed Amendment to the Original Agreement; and,

WHEREAS, these Modifications unnecessarily delay the reimbursement process; and,

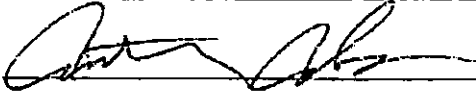
WHEREAS, the Subgrant Agreements executed for Hurricane Irma (DR4337), are the only Subgrant Agreements that require these Subgrant Agreement Modifications.

NOW THEREFORE, in order to improve efficiency while keeping in compliance with State and Federal regulations the parties, in consideration of the mutual promises contained herein, agree as follows:

1. This Modification shall be the final amendment to the Original Agreement executed by the Sub-Recipient and the Division.
2. All subsequent project worksheets and project worksheet versions shall be incorporated into the Original Agreement upon obligation.
3. The Scope of Work, Attachment A to the Original Agreement, will continue to be updated to reflect Federal funding obligated and will continue to be incorporated herein by reference.
4. All previous provisions of the Original Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby amended to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
5. Section (C)(6), *Modifications*, of the Original Agreement, shall be amended to only read as,  
"Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement."
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below,

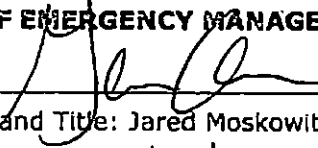
**SUB-RECIPIENT:** Lafayette County

By: 

Name and Title: Anthony Adams Chairman - BCC

Date: 9/9/19

**DIVISION OF EMERGENCY MANAGEMENT**

For By: 

Name and Title: Jared Moskowitz, Director

Date: 9/17/19

**Smit, John**

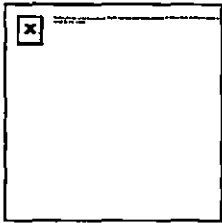
---

**From:** Campen, Amanda  
**Sent:** Monday, September 16, 2019 3:42 PM  
**To:** Elmer, Glenn  
**Cc:** Shirah, Melissa; Drake, Jennifer; Smit, John; Sapp, Wesley; Solomon, David  
**Subject:** DOA

I am giving Glenn Elmer the authority to sign on my behalf for the following:

- PA Subgrant Agreements; and
- Citrus Block Grant Payments.

This DOA will expire at the end of business on Friday September 20.



**Amanda Campen | Bureau Chief**  
Bureau of Recovery  
Florida Division of Emergency Management

*Rebuilding Together*  
(850) 815-4155 (o) | (850) 766-6361 (m)  
Email: amanda.campen@em.myflorida.com

*Please note that Florida has a broad public records law (Chapter 119, Florida Statutes). Most written communications to or from state employees are public records obtainable by the public upon request. Emails sent to me at this email address may be considered public and will only be withheld from disclosure if deemed confidential pursuant to the laws of the State of Florida.*

FISCAL YEAR 2020

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 9<sup>th</sup> day of September 2019, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Thirteen Thousand Dollars and No Cents (\$13,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

**ARTICLE III - TIME COMPLETION**

This Agreement shall begin on October 1, 2019 and shall end on September 30, 2020. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

**ARTICLE IV - TERMINATION WITHOUT CAUSE**

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

**ARTICLE V - DEFAULT AND TERMINATION**

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

**ARTICLE VI - NONDISCRIMINATION**

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Lafayette County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Lafayette County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT


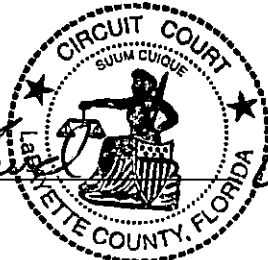

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY

Attest:


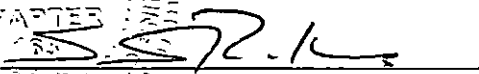
Seal


Steve Land  
County Clerk

Anthony Adams  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Scott R. Koons  
Executive Director



Robert Wilford  
Chair



APPENDIX A

**BOOK 41 PAGE 361**

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2020

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

FISCAL YEAR 2020

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 9<sup>th</sup> day of September 2019, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of One Thousand Four Hundred Nine Dollars and No Cents (\$1,409.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2019 and shall end on September 30, 2020. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Lafayette County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Lafayette County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT


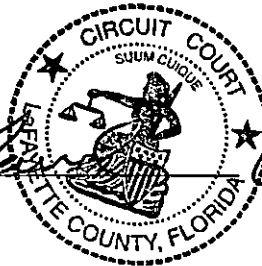
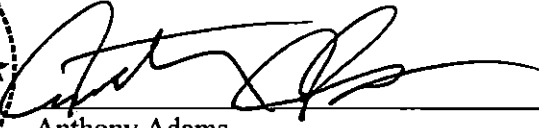
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY

Attest:

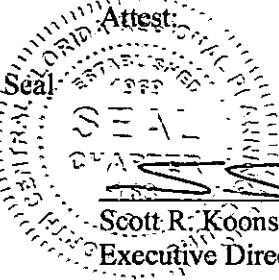
Seal

Steve Land  
County Clerk

Anthony Adams  
Chair


NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL



Attest:

Seal

Scott R. Koons  
Executive Director



Robert Wilford  
Chair

**APPENDIX A**

**SCOPE OF WORK**

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

Check History Report  
Sorted By Check Number  
Activity From: 9/9/2019 to 9/9/2019


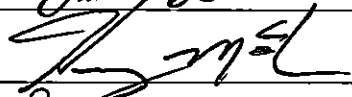
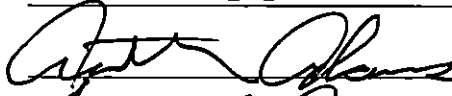
Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060501	9/9/2019	APRIL	April Sellers	13.46	Auto
060502	9/9/2019	ATCL	Andersons' Tri-county Locksmit	1,091.15	Auto
060503	9/9/2019	BH	Bates Hydraulics Inc.	106.15	Auto
060504	9/9/2019	BPE	Byrd's Power Equipment	259.70	Auto
060505	9/9/2019	BR	Blue Rok, Inc.	1,562.93	Auto
060506	9/9/2019	CES	City Electric Supply	19.68	Auto
060507	9/9/2019	DBM	Dr. Bogdan Maliszewski	700.00	Auto
060508	9/9/2019	DCSO	Dixie County Sheriff's Dept.	333.00	Auto
060509	9/9/2019	DE	Duke Energy	113.29	Auto
060510	9/9/2019	DEPG	DMH Emergency Phys Group, LLC	549.00	Auto
060511	9/9/2019	DISH	Dish Network	121.19	Auto
060512	9/9/2019	DMINC	Denali Materials, Inc.	272.58	Auto
060513	9/9/2019	DPG	DMH Physicians Group	842.00	Auto
060514	9/9/2019	GDH	Genesis Door and Hardware	1,700.00	Auto
060515	9/9/2019	HASI	Hamlin Auto Supply, Inc	2,003.71	Auto
060516	9/9/2019	HRA	Harold R Arthur DMD, PA	236.00	Auto
060517	9/9/2019	L4H	Lafayette 4-H	3,253.63	Auto
060518	9/9/2019	MACL	Mayo Air Conditioning, LLC	375.00	Auto
060519	9/9/2019	MSI	McKaig Sports Inc.	1,625.00	Auto
060520	9/9/2019	MT	Mayo Thriftway	452.84	Auto
060521	9/9/2019	MTG	Matheson Tri-Gas Inc.	203.47	Auto
060522	9/9/2019	NFPM	North Florida Pharmacy of Mayo	682.90	Auto
060523	9/9/2019	QC	Quill Corporation	945.77	Auto
060524	9/9/2019	QM	Quadmed, Inc.	660.85	Auto
060525	9/9/2019	SCBCC	Suwannee County Board of County Commissioners	577.97	Auto
060526	9/9/2019	SG	Suwannee Graphics	293.88	Auto
060527	9/9/2019	SRAH	Suwannee River Ace Hardware	19.98	Auto
060528	9/9/2019	SSC	Security Safe Company, Inc.	579.00	Auto
060529	9/9/2019	TOM	Town of Mayo	458.97	Auto
060530	9/9/2019	W	Windstream	684.66	Auto
060531	9/9/2019	WBH	W. B. Howland Co.	436.89	Auto
060532	9/9/2019	WOS	Ware Oil & Supply	1,462.99	Auto
060533	9/9/2019	WSLO	Winsupply of Live Oak	87.76	Auto
060534	9/9/2019	AFLAC	AFLAC	1,198.36	Auto
060535	9/9/2019	AHLIC	American Heritage Life Insurance Company	248.81	Auto
060536	9/9/2019	CSL	Cotton State Life	19.92	Auto
060537	9/9/2019	GG	Hon. Greg Godwin	5,036.94	Auto
060538	9/9/2019	LCCC	Lafayette County Clerk of Cour	17,050.75	Auto
060539	9/9/2019	LCSC	Lafayette County Sheriff	47,017.00	Auto
060540	9/9/2019	LCSE	Lafayette County Sup of Electi	19,679.42	Auto
060541	9/9/2019	LCSE9	Lafayette County Sheriff	25,489.00	Auto
060542	9/9/2019	LCSLE	Lafayette County Sheriff	54,003.00	Auto
060543	9/9/2019	LCSRO	Lafayette County Sheriff	18,568.83	Auto
060544	9/9/2019	LCTC	Lafayette County Tax Collector	26,564.00	Auto
060545	9/9/2019	LN	Liberty National Life Insuranc	866.07	Auto
060546	9/9/2019	ME	Mowrey Elevator Co of FL	245.37	Auto
060547	9/9/2019	MOS	McCrimon's Office Supply	86.00	Auto
060548	9/9/2019	MP	Mayo Postmaster	76.00	Auto
060549	9/9/2019	MP	Mayo Postmaster	330.00	Auto
060550	9/9/2019	PD	Public Defender Occupancy Acco	336.00	Auto
060551	9/9/2019	PDIT	Public Defender I.T.	228.00	Auto
060552	9/9/2019	SA	Jeff Siegmeister	1,626.30	Auto
060553	9/9/2019	SAIT	Jeff Siegmeister	391.52	Auto
060555	9/9/2019	CSD	Cheek & Scott Drugs	19.98	Auto

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060556	9/9/2019	DMHO	DMH Emergency Phys Group LLC	1,192.00	Auto
060557	9/9/2019	NFPS	North Florida Professional Ser	6,425.00	Auto
060558	9/9/2019	RAT	Radiology Assoc Tallahassee PA	36.00	Auto
060559	9/9/2019	SVE	Suwannee Valley Electric	28.34	Auto
060560	9/9/2019	TOM	Town of Mayo	29.38	Auto
060561	9/9/2019	WRW	W R Williams Distributors	14,621.34	Auto
060562	9/9/2019	LCPA	Lafayette County Property App.	24,508.62	Auto
<b>Bank A Total:</b>				<u>288,647.35</u>	
<b>Report Total:</b>				<u>288,647.35</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 9TH DAY OF SEPTEMBER, 2019.

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Lura Walker  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Ernest S. Jones  
 \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 9, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Communications	526-410	_____	\$ 257.39
State of Fl Dept of Mgmt Srvs	Communications	526-410	_____	\$ 608.61
Windstream	Communications	526-410	_____	\$ 407.70
<b>TOTAL</b>				<b>\$ 1,273.70</b>

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 9TH DAY OF SEPTEMBER, 2019.

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Lisa Walker  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Earnest S. Jones

**AGREEMENT BETWEEN**  
**THE STATE OF FLORIDA, DEPARTMENT OF STATE**  
**AND**  
**Lafayette County Board of County Commissioners**  
**20.h.sc.900.169**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Lafayette County Board of County Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a Special Category Grant by the Division, grant number 20.h.sc.900.169 for the Project "Lafayette County Courthouse Clock Tower - Line Item," in the amount of \$650,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3174, contained in the 2020 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lafayette County Courthouse Clock Tower - Line Item," the public purpose for which these funds were appropriated.
  - a) The Grantee shall perform the following **Scope of Work**:  
  
All tasks associated with the Project shall meet the requirements set forth in this agreement.
  - b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.	A completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.	\$195,000

2	Fixed Price	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.	A completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.	\$195,000
3	Fixed Price	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report that certifies that all project grant funds and required match have been expended in the way here agreed upon and the Project has been closed out. In addition, a Single Audit Form and new/updated Florida Master Site File form for the property/site shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment.	A completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing 100 percent of the Project completed, including all retainage amounts paid; a Final Project Progress Report; a Single Audit Form; and a new/updated Florida Master Site File form for the property/site.	\$260,000
<b>Totals</b>				<b>\$650,000</b>

d) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/19 and shall end 06/30/21, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's

contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Eric Case  
 Florida Department of State  
 R.A. Gray Building  
 500 South Bronough Street  
 Tallahassee, FL 32399  
 Phone: 850.245.6338  
 Email: eric.case@dos.myflorida.com

**For the Grantee:**

Contact: Steve Land  
 Address: 120 West Main Street Mayo Florida 32066  
 Phone: 386.294.1600  
 Email:sland@lafayetteclerk.com

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement
  - b) All payments will be made in accordance with the completion of those Deliverables.
  
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <http://www.myfloridacfo.com/Division/AA/Forms/DFS-AA1-26E.pdf> where information pertaining to payment status is also available.
  
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. **Additional Special Conditions.**
10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

- 11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.
- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be sixty (60) days.
  - b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
- 12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **First Project Progress Report** is due by October 31, for the period ending September 30 (first year of the Grant Period).
  - b) **Second Project Progress Report** is due by January 31, for the period ending December 31 (first year of the Grant Period).
  - c) **Third Project Progress Report** is due by April 30, for the period ending March 31 (first year of the Grant Period).
  - d) **Fourth Project Progress Report** is due by July 31, for the period ending June 30 (first year of the Grant Period).
  - e) **Fifth Project Progress Report** is due by October 31, for the period ending September 30 (second year of the Grant Period).
  - f) **Sixth Project Progress Report** is due by January 31, for the period ending December 31 (second year of the Grant Period).
  - g) **Seventh Project Progress Report** is due by April 30, for the period ending March 31 (second year of the Grant Period).
  - h) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
- 13. Matching Funds.** The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, Florida Statutes, Grantees may request a reduction of the match amount. The Grantee must submit

documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 3/10/2011), which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and Chapter 287 of the *Florida Statutes*;
  - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - d) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
  - e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at [www.nps.gov/tps/standards/treatment-guidelines-2017.pdf](http://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf), standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch\\_stnds\\_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;
  - f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031,

F.S.;

- g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h) Entertainment, food, beverages, plaques, awards, or gifts;
- i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;
- k) Administrative expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; planting/sodding required to halt documented erosion; pruning, removal, or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division)
- s) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences,



gates, or sections of these);

- t) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects). (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- u) Costs associated with attending or hosting conferences, summits, workshops, or presentations; and
- v) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
19. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of

expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

- 22. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

- 26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor

for all expenses and liabilities incurred under the subcontract.

- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

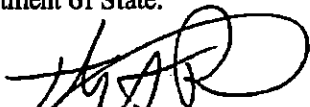
43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Estimated Project Budget (Attachment A)
- c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2020 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:



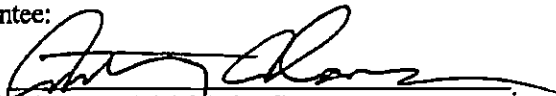
Dr. Timothy Parsons, Division  
Director

Date

9/18/19

Grantee:

By:



Authorizing Official for the Grantee

Anthony Adams Chairman - BCC  
Typed name and title

Date

9/9/19

## Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Architectural/engineering services	\$65,000	\$0	\$0
Roof framing restoration under clocktower and repair of roof around clocktower.	\$150,000	\$0	\$0
Rehabilitate clocktower dome	\$55,000	\$0	\$0
Restoration of exterior metal panels on clocktower	\$168,000	\$0	\$0
Rehabilitate/replace clock tower mechanisms	\$22,000	\$0	\$0
Rehabilitate wood architectural elements on clocktower	\$157,000	\$0	\$0
Painting exterior	\$33,000	\$0	\$0
<b>Totals</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$0</b>



**ATTACHMENT B**  
**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

**AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

- a) The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- b) The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- a) The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building  
500 South Bronough St.  
Tallahassee, FL 32399-0250

- b) The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

---

**BOOK 41 PAGE 388**

EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Florida Department of State Acquisition, Restoration of Historic Properties; CSFA Number 45.032. Award Amount \$650,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT  
TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

## RESTRICTIVE COVENANTS

Project Name: Lafayette County Courthouse Clock Tower  
 Grant Number: 20.k.sc.900.169

THESE COVENANTS are entered into this 9<sup>th</sup> day of September, 2019 by Lafayette County Commission hereinafter referred to as the Owner, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of Lafayette County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at 120 West Main Street, Mayo, Lafayette County, Florida, as described in Exhibit A, attached to and made a part hereof and

WHEREAS, the Owner is a grant recipient and is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of \$650,000, to be used for the preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. The Owner agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
5. The Owner agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:
  - a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.
  - b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Lafayette County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Steve Land  
Witness Signature

[Signature]  
OWNER

Steve Land  
Witness Name Typed/Printed

PO Box 88  
Owner's Address

Misty Shows  
Witness Signature

Mayo FL 32060  
City State Zip

Misty Shows  
Witness Name Typed/Printed

The State of Florida  
County of Lafayette

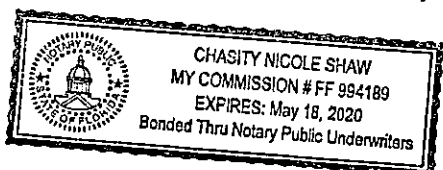
I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that Anthony Adams personally

appeared as Chairman for Lafayette Board of County Commission  
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced personally known

Executed and sealed by me at Mayo, Florida on 9/9, 2009.



Chasity N Shaw  
Notary Public in and for

The State of Florida

My commission expires: 5/18/2020

[SEAL]

**" EXHIBIT A "**

**LEG 0000.96 ACRES  
BLK. 50 ORIGINAL TOWN OF MAYO PB  
A P. 3 PUBLIC RECORDS LAFAYETTE  
CO. FL. LESS & EXCEPT .04 ACRES  
FOR ROAD RIGHT OF WAY DESC IN OR  
BK 334 P 448-450**