

AMENDED
PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, July 27, 2020 at 5:30 p.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Robert Hinkle – Building/Zoning.
 - 1) Public Hearing – Landowner request regarding 5 acre minimum requirement.
 - 2) Discuss the request from Terry Folsom.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Consider an amendment to the Memorandum of Agreement with the Suwannee River Water Management District.
7. First Reading – Ordinance No. 2020-01 imposing the six cents local option fuel tax.
8. Discuss using The Net Group for website services.
9. Consider the 2020 Transportation Plan for Lafayette County Behavioral Health
10. Discuss the CARES Act Funding.
 - A) Agreement with Disasters, Strategies & Ideas
11. Discuss the implications of the COVID-19 declaration.
12. Discuss the Industrial Park.
13. Leenette McMillan-Fredriksson – various items.
14. Approve the bills.
15. Other Business.
 - A) Discuss the Award Recommendation on the NW Sumter Avenue SCOP Improvements project.

- B) CR 405 Change Order.
 - C) Consider the Coronavirus Relief Fund Agreement with the Florida Housing Finance Corporation.
 - D) SE McCray Grade Change Order #1.
 - E) Set the Tentative Budget Hearing date for September 15, 2020 at 5:30 p.m.. and the Final Budget Hearing date for September 28, 2020 at 5:30 p.m.
 - F) Set the maximum millage rate.
16. Future agenda items.
17. Adjourn.

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

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771. See www.lafayetteclerk.com for updates and amendments to the agenda.

STATE OF FLORIDA COUNTY OF DIXIE

Before the Undersigned authority personally appeared Jean Davis who on oath says that she is customer service Representative of the Dixie County Advocate, a weekly newspaper published at Cross City in Dixie County, Florida; that the attached copy of advertisement, being a *Legal Public Notice*. Run dates, *July 23rd, 2020*. The Advocate is a newspaper published at Cross City in said Dixie County, Florida, and that the said newspaper has therefore been continuously published in said Dixie County, Florida, each week and has been entered as second class mail matter at the Post Office in Cross City, in said Dixie County, Florida, for the period of one year preceding the first publication of attached advertisement ; and affidavit further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this *23rd* day of *July 2020* by,

X

Jean Davis
Signature

Who is personally known to me or has produced identification

Kimberli Karlson
Notary (seal/stamp)

Kimberli Karlson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG039522
Expires 10/17/2020

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July 27, 2020

From: Robert M. Hinkle- Building Inspector

To: Lafayette County Board of County Commissioners

Mr. Chairman,

Please accept this notice as my formal resignation from the position of Building Inspector, effective 30 days from today.

I am grateful for having the opportunity the past 4 years to work for Lafayette County and to serve the citizens of our great county. I have grown both professionally and personally under your leadership.

I appreciate all your support and I offer my best wishes for continued success in the Building and Zoning Department.

Sincerely,



Robert M. Hinkle

Lafayette County Building Inspector

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AMENDMENT is entered into this 13th day of July 2020 by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49 Live Oak, Florida 32060, (hereinafter the "DISTRICT") and the Lafayette County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 120 West Main Street, Mayo, Florida, 32066 (hereinafter the "COOPERATOR")

WITNESSETH

WHEREAS, on January 23, 2019, DISTRICT and COOPERATOR entered into Memorandum of Agreement 18/19-071 for a Cost-Share Agreement for the Ruth Springs Project, (hereinafter the "AGREEMENT") and

WHEREAS, on January 23, 2020, said contract was amended to extend the end date to January 23, 2021, and

WHEREAS, on or about June 1, 2020 the COOPERATOR notified the DISTRICT in writing that they had obtained a proposal for a Cultural Resource Assessment that is required to obtain a permit for construction, and

WHEREAS, DISTRICT and COOPERATOR now desire to amend said contract to update the project cost estimate and cost share funding breakdown, and to extend the contract end date to July 30, 2021

NOW THEREFORE, in consideration of the terms and conditions set forth herein DISTRICT and COOPERATOR do covenant and agree as follows:

The AGREEMENT is hereby amended, altered, and changed as follows:

EXHIBIT B Project Cost Estimate and Cost Share Funding Breakdown, shall be replaced in its entirety by the attached EXHIBIT B Amended Project Cost Estimate and Cost Share Funding Breakdown

EXHIBIT C paragraph 3 shall be replaced by the following

- 3 All installations and/or retrofits and requests for reimbursements are to be completed no later than July 30, 2021

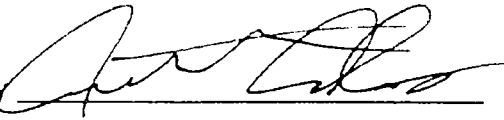
6/

In all other aspects the AGREEMENT shall remain the same and is hereby ratified by the parties

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT, as of the day and year first specified above

EXECUTED by the COOPERATOR on July 13 2020

LAFAYETTE BOARD OF COUNTY
COMMISSIONERS

By 

Print Name Anthony Adams

As Its Chairman

EXECUTED by the DISTRICT on August 6 2020

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By Hugh Thomas
Digitally signed by Hugh Thomas
Date 2020 08 06 14 16 38
+04'00'

Hugh Thomas
As Its Executive Director

EXHIBIT B

AMENDED PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name Ruth Springs Restoration Project

Item	Cooperator	District	Total
Estimated Design, Survey, Permitting, Bidding and Construction Administration Costs	\$12,500.00		\$12,500.00
Cultural Resource Survey		\$7,890.00	\$7,890.00
Estimated Construction Costs			
Springhead erosion control		\$1,200.00	\$1,200.00
Sediment, debris & rock removal (approx 5 CY)		\$25,000.00	\$25,000.00
Parking area improvements		\$72,500.00	\$72,500.00
Spring access stair & retaining wall replacement/safety improvements		\$15,000.00	\$15,000.00
Bank Stabilization		\$3,410.00	\$3,410.00
TOTAL GRANT REQUEST		\$125,000.00	
Project Total	\$12,500.00	\$125,000.00	137,500.00

The DISTRICT reimbursable amount is not to exceed \$125,000.00

The COOPERATOR's total match amount: \$12,500.00

*The COOPERATOR shall provide any and all other costs which exceed the total District Reimbursable Amount above to complete the project. If the cost of the project is less than the original estimated \$137,500 then the costs will be split evenly between each party.



**WEBSITE DESIGN &
MAINTENANCE
CONTRACT**

Date: July 13, 2020

Consultant: Nathan E. Thornton

The NET Group Online, Inc.

PO Box 554

Starke, FL 32091

info@thenetgrouponline.com

www.thenetgrouponline.com

Client: Lafayette County Board of County Commissioners

Anthony Adams, Chairman

Steve Land, Clerk of Courts & Comptroller

120 West Main Street

Mayo, Florida 32066

We are immensely excited about working with the Lafayette County Board of County Commissioners. The NET Group Online was founded in 2010 by Nathan E. Thornton. For more than 6 years, The NET Group Online has been a leader in custom web development and custom database development in the North Florida area. We welcome the Lafayette County Board of County Commissioners into the The NET Group Online, Inc. family. Nathan E. Thornton, President & Creative Director of The NET Group Online, Inc is the full time web master, president, and creative director at The NET Group Online, Inc. He has experience managing city and government websites as well as small, medium, and large businesses. The NET Group Online clients require timely updates we pride ourselves in fast and reliable support. We also pride ourselves with having all of our original clients. Many website design companies clients shuffle in and out and we are so proud that we still have all of our original clients.

New Website Set Up Cost: \$1,500 (Set Up & Design Fee)


Yearly Cost of Services: \$1,500 Plus \$120.00 Annual Security

Services Provided:

- New Custom Designed Website Provided to County
- Online Building Permits and Other Online Applications
- Mobile Friendly & ADA Compliant Website
- Unlimited needed updates to county's website during the term of the contract
- ADA Compliance with UserWay
- Hosting support included for the term of the contract
- On site visits to Lafayette County twice a year
- Annual Website update given to Clerk & Board
- Full time webmaster Nathan E. Thornton provided to County Commission & Clerk
- Updates will be completed within 24 hours from being sent (most of the time a couple hours)
- Website Training Included in Fee

The NET Group Online, Inc and Nathan E. Thornton would like to thank the Lafayette County Board of County Commissioners for the opportunity to provide website services for the Lafayette County Board of County Commissioners.

Term of Contract: Contract Renews of July of Every Year.



Lafayette County Signature



The NET Group Online Signature

DEPARTMENT OF CHILDREN AND FAMILIES
NORTHEAST REGION SUBSTANCE ABUSE AND MENTAL HEALTH

LAFAYETTE COUNTY BEHAVIORAL HEALTH

TRANSPORTATION PLAN

2020

LAFAYETTE COUNTY BEHAVIORAL HEALTH
TRANSPORTATION PLAN
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Lafayette County Behavioral Health Plan

Introduction

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders listed on page two. This transportation plan requires approval by the Lafayette County Board of County Commissioners, LSF Health Systems and the Department of Children and Families. Upon approval this document will serve as the transportation plan for Lafayette County per legislative intent. The intent of this plan is: 1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility. 2. An arrangement by which a facility may provide, in addition to require psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or 3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Purpose

The Lafayette County Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Lafayette County it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Lafayette County Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Lafayette County will continue to meet individual needs. The Plan calls for all law enforcement agencies in Lafayette County to transport:

1. Adults on an involuntary Baker Act to **Meridian Behavioral Healthcare**, unless the patient specifically indicates a preferred receiving facility.
2. Adults on an involuntary Marchman Act to **Meridian Behavioral Healthcare**
3. Youth under the age of 18 years on an involuntary Baker Act **Meridian Behavioral**

Healthcare, unless the patient specifically indicates a preferred receiving facility.

4. Youth under the age of 18 years on an involuntary Marchman Act to **Meridian Behavioral Healthcare**.

System Capacity

- **Meridian Behavioral Healthcare, Inc.:** located at 439 SW Michigan Street Lake City, FL is a receiving facility licensed by the Agency for Health Care Administration (AHCA)
- **Malcom Randall VA Medical Center:** located at 1601 S.W. Archer Road Gainesville, FL 32608-1197 is a receiving facility licensed by the Agency for Health Care Administration (AHCA)

Choice

Meridian will take into consideration individual choice when making a determination of which Baker Act receiving facility can best serve the individual. Veterans may be transported by Law Enforcement to the Gainesville VA. All persons on an involuntary Marchman Act are to be transported to **Meridian Behavioral Healthcare**.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, personnel from the County, County EMS, Sheriff's office, and LSF (the region's managing entity) will regularly meet. The Northeast Region Department of Children and Families, Substance Abuse and Mental Health Program Office and LSF Health Systems is responsible for providing oversight to the Transportation Plan. The Department of Children and Families and LSF Health Systems have the authority to resolve issues concerning the Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services. The Regional office also has a working relationship with the Agency for Health Care Administration if issues arise beyond the department's authority. The Northeast Region Substance Abuse and Mental Health Program Office telephone number in Jacksonville is 904-723-2000.

Interorganizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health

services requires a significant amount of cooperation, commitment and collaboration from all parties involved.

DEFINITIONS

Baker Act: The Florida Mental Health Act.

Marchman Act: The Hal S. Marchman Alcohol and Other Drug Services Act

Receiving Facility: Any public or private facility designated by the Department of Children and Families to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.

Private Receiving Facility: Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.

Public Receiving Facility: Any facility that has contracted with the Department of Children and Families to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.



July 27, 2020

Anthony Adams - Chairman
Lafayette County Board of County Commissioners
P.O. Box 88
Mayo, Florida 32066

Dear Mr. Land:

DSI is extremely pleased to present our credentials to provide services to Lafayette County, Florida (the County). We are a leader in the state of Florida for disaster planning, mitigation, and recovery consulting. We plan to draw on our expertise and relationships to ensure the County has proper policies and procedures to design, execute, and document a plan for recovery from the COVID-19 global pandemic utilizing CARES Act funds. We are leading the way on the CARES Act for local governments in Florida and want to ensure Lafayette County receives all funds possible and has proper documentation to prevent any subsequent issues from the federal authorities providing the financial assistance. We have the skills to help ease the administrative burden while providing high quality consulting to ensure future federal issues are minimized.

We look forward to collaborating with the County on primary and secondary priorities to ensure the public remains safe and capable of continuing business operations as the pandemic continues. We understand your goal to focus on providing relief funding to government entities and businesses most affected by COVID-19. We can assist in identifying the best ways to aid the businesses and government entities that are essential in allowing your economy to recover as quickly as possible. We can assist in the application process by approving costs that fit the objectives of the County, while disallowing costs that do not align with your goals. We can assist in developing emergency procurement procedures to allow for the quick disbursement of funds and speedy recovery for the County. We will assist in the review of expenditures to ensure costs are allowable, properly documented, properly reported, and maintained for compliance with State and Federal Statutes.

Our leadership on state, local, and federal committees and Boards expose us to trending issues likely to impact our clients and to the solutions that will turn challenges into opportunities. Responsiveness and communication with our clients are as important as experience to us. We believe that frequent, open, and active communication with our clients is a vital part of a successful relationship and have developed client-service programs to ensure we are attuned to the changing needs of our clients.

Based on our meeting, we understand that you require:

- Assistance developing a plan and budget for spending CARES Act funds.
- Assistance vetting the plan to verify costs are allowable under the CARES Act.
- Assistance interviewing stakeholders and applicants and deciding if they should be approved or denied for CARES Act funding through the County.
- Assisting with the review of costs after the expenditure for final review to determine if costs are allowable and properly documented under the CARES Act.

Additional services we can assist with, among others:

- Help with emergency procurement procedures to comply with Florida Statutes while allowing for quick purchases.
- Create a compliance matrix of reporting and related compliance obligations to ensure these requirements are fulfilled.

Due to the nature of this engagement and the regulations and compliance requirements, we intend to utilize Thomas Howell Ferguson CPAs, PA and GSG Government Consulting as our subcontractors on this engagement. These subcontractors bring complementary skillsets to provide the greatest CARES Act experience to the County. Our rates for services will be billed hourly as incurred plus administrative and travel costs.



Attachment I

Emergency and Exigent Circumstances

As a result of COVID-19, exigent and emergency circumstances currently exist which warrant a non-competitive procurement of the services to be provided by the Contractor as permitted by 2 CFR § 200.320(f)(2). The County has determined Contractor costs to be reasonable.

Contract Provisions under Appendix II to Part 200 Uniform Guidance 2 CFR 200

REMEDIES

If an Event of Default occurs, then the COUNTY may, after thirty (30) calendar days written notice to the CONTRACTOR and upon the CONTRACTOR's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the CONTRACTOR is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the CONTRACTOR refund to the COUNTY any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the CONTRACTOR to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the CONTRACTOR to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the CONTRACTOR to reimburse the COUNTY for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the COUNTY under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the CONTRACTOR, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the CONTRACTOR.



Our fees are allowable under the CARES Act and these funds can be used to cover the costs for our services as long as they are considered reasonable, necessary, and in response to COVID-19. It is our goal to stay within these guidelines. If we feel that we would be executing on something outside of these guidelines, we will bring this to your attention first. Our rates are:

Level of Personnel	Rate
Principal	\$ 241
Senior Consultant	\$ 162
Consultant	\$ 142

Services	Hours	Fees
Planning the Engagement	150	\$30,225
CARES Act Plan Creation	208	\$41,596
Application and Subgrant Agreement Review	168	\$30,060
Financial Assistance Closeout	96	\$18,080
Estimated Total Cost	622	\$119,961

The costs are estimated with the understanding that Lafayette County will be providing staff resources to assist the team.

DSI is committed to exceeding your expectations for service, while earning your trust and confidence. If you should need additional information, please do not hesitate to contact me at (850) 668-8100 or Ben A. (Steve) Stevens III, CPA by email at sstevens@thi-cpa.com.

Sincerely,

Joseph F. Myers, CEO
Disasters, Strategies, & Ideas Group, LLC

Accepted:

Anthony Adams, Lafayette County Board of County Commissioners



TERMINATION

- a. The COUNTY may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the CONTRACTOR to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The COUNTY may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the CONTRACTOR with thirty (30) calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the CONTRACTOR will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The CONTRACTOR will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The CONTRACTOR will not be relieved of liability to the COUNTY because of any breach of this Agreement by the CONTRACTOR. The COUNTY may, to the extent authorized by law, withhold payments to the CONTRACTOR for the purpose of set-off until the exact amount of damages due the COUNTY from the CONTRACTOR is determined.

LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The CONTRACTOR certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal



contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iv. The CONTRACTOR must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTOR s shall certify and disclose.

v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 C.F.R. §60-1.4(b), the CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- I. 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- II. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- III. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- IV. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as



the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COPELAND ANTI-KICKBACK ACT

a. The CONTRACTOR hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS

If the CONTRACTOR, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the CONTRACTOR, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).



SUSPENSION AND DEBARMENT

a. If the CONTRACTOR, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

a. If the CONTRACTOR, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

- i. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the CONTRACTOR.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:



- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the CONTRACTOR must take; the requirements do not preclude the CONTRACTOR from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the CONTRACTOR to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

Check History Report
Sorted By Check Number
Activity From: 7/27/2020 to 7/27/2020

BOOK 43 PAGE 040

Lafayette County (GNF)


Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
061846	7/27/2020	BSW	Blue Summit Waters, LLC	163.15	Auto
061847	7/27/2020	CINTAS	Cintas Corporation #148	95.44	Auto
061848	7/27/2020	EWL	EnviroWaste LLC	1,200.00	Auto
061849	7/27/2020	MT	Mayo Thriftway	124.97	Auto
061850	7/27/2020	MTG	Matheson Tri-Gas Inc.	176.57	Auto
061851	7/27/2020	QC	Quill Corporation	626.99	Auto
061852	7/27/2020	QM	Quadmed, Inc.	177.82	Auto
061853	7/27/2020	QMC	Quick Med Claims	1,175.72	Auto
061854	7/27/2020	AAAPORT	AAA Porta Serve	80.00	Auto
061855	7/27/2020	BD	Benco Dental Co.	559.99	Auto
061856	7/27/2020	BR	Blue Rok, Inc.	1,023.13	Auto
061857	7/27/2020	DE	Duke Energy	6,101.95	Auto
061858	7/27/2020	DMHC	Doctor's Memorial Hospital Clinic	440.00	Auto
061859	7/27/2020	DMINC	Denali Materials, Inc.	654.85	Auto
061860	7/27/2020	GLC	Greatamerica Financial Service	300.09	Auto
061861	7/27/2020	JDC	John Deere Credit	1,213.85	Auto
061862	7/27/2020	LCHD	Lafayette County Health Dept.	6,250.00	Auto
061863	7/27/2020	LEGAL	Legal Shield	148.50	Auto
061864	7/27/2020	MOS	McCrimon's Office Supply	96.95	Auto
061865	7/27/2020	MP	Mayo Postmaster	76.00	Auto
061866	7/27/2020	NFPS	North Florida Professional Ser	17,075.00	Auto
061867	7/27/2020	PR	Preble-Rish\Dewberry Engineers Inc	25,000.00	Auto
061868	7/27/2020	SICD	Standard Insurance Company	2,719.56	Auto
061869	7/27/2020	SICL	Standard Insurance Company	354.10	Auto
061870	7/27/2020	SICV	Standard Insurance Company	431.84	Auto
061871	7/27/2020	TCI	Tri-County Irrigation, Inc.	57.05	Auto
061872	7/27/2020	W	Windstream	3,008.96	Auto
061873	7/27/2020	WSLO	Winsupply of Live Oak	371.01	Auto
061874	7/27/2020	ZMC	Zoll Medical Corporation GPO	510.00	Auto
061875	7/27/2020	SSC	Security Safe Company, Inc.	49.00	Auto
061876	7/27/2020	SUNLIFE	Sun Life Financial	388.62	Auto
061880	7/27/2020	DISH	Dish Network	126.77	Auto
061881	7/27/2020	EWL	EnviroWaste LLC	800.00	Auto
061882	7/27/2020	SD	Sunshine Drugs	166.74	Auto
061883	7/27/2020	SVE	Suwannee Valley Electric	1,324.18	Auto
061884	7/27/2020	UR	United Rentals (North America)	3,746.00	Auto
061885	7/27/2020	W	Windstream	164.41	Auto
061886	7/27/2020	WOS	Ware Oil & Supply	642.42	Auto
061887	7/27/2020	FLGHIC	FL Local Government Health Insurance Consortium	65,001.45	Auto
061888	7/27/2020	AC	Anderson Columbia	181,757.46	Auto

Bank A Total: 324,380.54

Report Total: 324,380.54

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 27TH DAY OF JULY 2020.



July 20

[Signature]

Ronald W. Walker

[Signature]

Ernest L. Jones

BOOK 43 PAGE 041

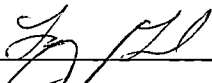
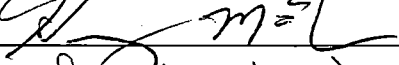

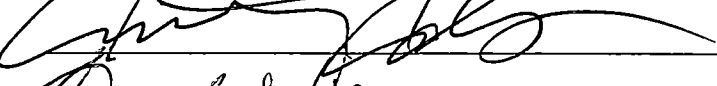
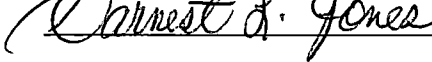
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON JULY 27, 2020.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream State of FL- Dept of Mgmt Svcs	Communications Communications	526-410 526-410	 	\$ 407.70 \$ 74.54
TOTAL				\$ 482.24

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF JULY, 2020.

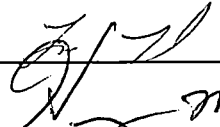
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

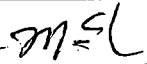
LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

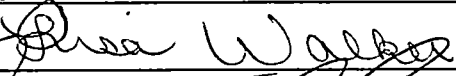
FROM THE LAFAYETTE COUNTY STATE BANK, ON JULY 27, 2020.

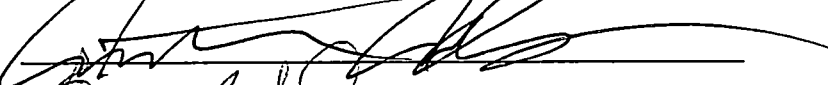
TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Winsupply SVEC	Maint- Agri Metal Utilities	552-466	_____	\$ 132.00
		552-430	_____	\$ 63.36
TOTAL				\$ 195.36

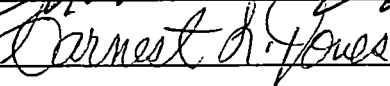
THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF JULY, 2020.













Dewberry Engineers Inc. | 386.719.9985
654 Southeast Baya Drive | www.dewberry.com
Lake City, FL 32025

July 23, 2020

Lafayette County Board of County Commissioners
1109 South Marion Ave
Lake City, FL 32025

BOOK 43 PAGE 044

**RE: CR 405 SCRAP Improvements
Financial Project ID: 436443-1-54-01
Change Order No. 2**

Dear Commissioners:

The attached Change Order No. 2 will extend the contract date and identify a final completion date. The Contractor has requested 171 days be added to the contract. Prior to this request, Anderson Columbia Co., Inc. issued a Notice of Intent to file claim against the County for additional contract time and compensation for the substantial delays via email on December 16, 2019. They agree to drop the claim subject to approval of this Change Order. After reviewing all documents, Dewberry agrees to the terms presented above and herein.

We respectfully request your review and approval of the above referenced Change Order. If you have any questions or concerns please feel free to call me at (850) 571-1254.

Sincerely,
DEWBERRY

William A. Menadier, P.E.
Sr. Project Manager

DARABI AND ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS

4140 NW 37th Place, Suite A • Gainesville, Florida 32606 • 352/376-6533 / FAX 352/692-5390

CONSTRUCTION CONTRACT CHANGE ORDER

Change Order Number: #2
Project Number: _____
Project Name: CR 405, LAFFAYETTE COUNTY

Owner: LAFFAYETTE COUNTY
Address: _____
City: _____
State: _____ Zip: _____
Phone Number: _____

Engineer: Darabi and Associates, Inc.
Address: 4140 NW 37th Place, Suite A
City: Gainesville
State: FL Zip: 32606
Phone Number: 352/376-6533

Contractor: ANDERSON COLUMBIA Co., INC
Address: PO BOX 1829
City: LAKE CITY
State: FL Zip: 32056
Phone Number: _____

Description of Change (Attach additional sheets if required)

Decrease In Increase In

EXTEND CONTRACT DATE AND IDENTIFY
FINAL COMPLETION DATE

CONTRACT TIME*

CONTRACT AMOUNT*

	<u>Days</u>	<u>Date</u>
Notice to Proceed	_____	<u>4/15/19</u>
Original Contract Time	<u>330</u>	<u>3/10/20</u>
Present Contract Time	_____	_____
This Change <u>Add</u> / Deduct	<u>171</u>	_____
New Contract Time	<u>501</u>	<u>8/28/20</u>

Change Order Subtotal: _____
Add _____
<Deduct> _____
Net _____
Original Contract Sum _____
Present Contract Sum _____
New Contract Sum _____

Substantial Completion Date (471 calendar days):
Final Completion Date (501 calendar days):

* Reflects Change Order Nos. 1 thru _____

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

AGREED:

DEWBERRY ENGINEERS INC
Darabi and Associates, Inc.

ANDERSON CONCRETE

Lafayette County

W. M. L.
Signature (Engineer)

E. J. Kelly
Signature (Contractor)

[Signature]
Signature (Owner)

7/23/20
Date

7/23/2020
Date

7/23/2020
Date



July 23, 2020

Lafayette County Board of County Commissioners
1109 South Marion Ave
Lake City, FL 32025

BOOK 43 PAGE 047

**RE: SE McCray Road SCOP Improvements
Change Order No. 1**

Dear Commissioners:

Attached is Change Order No. 1 for the above referenced project. The Contractor is requesting to revise the road base to include six (6) inches of limerock throughout the length of the project. To offset the cost of additional limerock required, the Contractor requests to install 1.5-inches of FC-12.5 in lieu of 1.0-inch SP-12.5 and 1.0-inch FC-12.5 totaling 2.0-inches. Dewberry and County staff have reviewed the changes and agree that the field conditions warrant this change in order to guarantee an adequate road base. Also included in this Change Order is a request to extend the contract by 121 days identifying September 30 as the final completion date.

A memo is included herein which outlines the revised changes and material quantities involved.

We respectfully request your review and approval of the above referenced Change Order. If you have any questions or concerns please feel free to call me at (850) 571-1254.

Sincerely,
DEWBERRY

William A. Menadier, P.E.
Sr. Project Manager

DARABI AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

4140 NW 37th Place, Suite A • Gainesville, Florida 32606 • 352-376-0513 • FAX 352-602-5100

CONSTRUCTION CONTRACT CHANGE ORDER

Change Order Number: **#1**
 Project Number: **SE McGEARY RD SCOP**
 Engineer: Darabi and Associates, Inc.
 Address: 4140 NW 37th Place, Suite A
 City: Gainesville
 State: FL
 Zip: 32606
 Phone Number: 352-376-0513

Owner: **LATAYETTE COUNTY**
 Address: **PO Box 1829 LAKE CITY FL 32056**
 City: **LAKE CITY**
 State: **FL**
 Phone Number: _____

Contractor: **ANDERSON COLUMBIA Co., INC.**
 Address: **PO Box 1829 LAKE CITY FL 32056**
 City: **LAKE CITY**
 State: **FL**
 Phone Number: _____

Description of Change (Attach additional sheets if required):
 • SEE ATTACHED QUANTITY BREAKDOWN MEMO
 - INCREASE UNDERLAYER BASE TO 6" FOR
 ENTIRE LENGTH OF PROJECT
 - REDUCE ASPHALT THICKNESS FROM 2" TO
 1.5" FC-12.5
 • ADD 121 DAYS TO CONTRACT

CONTRACT TIME*	CONTRACT AMOUNT*
----------------	------------------

Date	Days	Notice to Proceed	Original Contract Time	Present Contract Time	Contract Change Add./Deduct	New Contract Time
11/17/20	93		6/1/17			
9/30/20	121		9/30/20			
9/30/20	214					

Substantial Completion Date (184 calendar days)
 Final Completion Date (214 calendar days)

* Reflects Change Order Nos. 1 thru 1

Change Order Sum	Add \$194,94
Net	
Original Contract Sum	\$856,027.08
Present Contract Sum	\$856,222.02
New Contract Sum	\$856,222.02

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

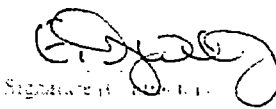
AGREED:

DEWBERRY ENGINEERS
(CEI FIRM)


Signature (Engineer)

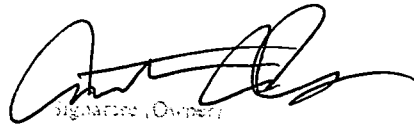
7/23/20
Date

Anderson Columbia


Signature (Engineer)

7/23/20
Date

Lafayette County


Signature (Owner)

7-23-2020
Date

CORONAVIRUS RELIEF FUND (CRF)
SUBRECIPIENT AGREEMENT

THIS FUNDING AGREEMENT ("Agreement") is entered into by and among LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

WITNESSETH:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

WHEREAS, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

WHEREAS, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

WHEREAS, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

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

A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.

B. Definitions:

1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
2. "Annual Income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..
3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,

safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.
5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
7. "Expended" means the affordable housing activity is complete.
8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.
9. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: \$175,000.
2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount in Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
 - a. Direct CRF Administrative Expenditures and Project Delivery Costs Incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds Incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs Incurred prior to March 1, 2020.
 - b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
 - c. CRF funds may be used for the following pre-approved program purposes or activities:
 - i. Rental assistance payments (including back rent, deposits and utility payments);
 - ii. Mortgage payments and buydowns;
 - iii. Emergency repair of housing;
 - iv. Assistance to homeowners to pay insurance deductibles;
 - v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
 - vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
 - vii. Homeownership counseling.

All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.
5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
 - a. The amount of funds projected to be received from the state for the fiscal year(s).
 - b. The beginning and ending date of the application period;
 - c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
7. Repayments:
 - a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only

- expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
- b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.
 - c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.
 - d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
 - e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.
 - f. The Subrecipient's obligations under this section will survive the termination of the Agreement.
8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
- D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
 - b. At a minimum, an application for program assistance should contain the following items for each household members:
 - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
 - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
 - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
 - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

- v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
- E. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
 - 1. Security and utility deposit assistance to secure temporary or permanent rental housing; or
 - 2. Eviction prevention not to exceed 10 months' rent; or
 - 3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or
- F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.
- G. Income Categories: All households assisted must be at or below 120% of the area median income.
- H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
- I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- J. Program Compliance
 - 1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
 - a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
 - b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement, and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
 - i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.

- ii. Eligible Sponsors (developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
 - iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.
 - iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
 - 1) applications;
 - 2) program and set-aside records;
 - 3) housing agreements;
 - 4) income verifications and
 - 5) other records as required by Florida Housing or federal, state and local law or regulations.
 - v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
- c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.
2. Files Management and Record Retention relating to Subrecipient and Administration of this Agreement:
- a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.
 - b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

- c. **Record and File Retention:** Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
 - d. **Access to the Files:** As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
 - e. **Return of the Files:** In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.
3. **Compliance Monitoring:** Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:
- a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
 - b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
 - i. Proof of income compliance;
 - ii. Proof of homeownership;
 - iii. Proof of use of FEMA proceeds;
 - iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
 - v. Documentation of any required remediation;
 - vi. Certificate of Occupancy;
 - vii. Placed In Service documentation;
 - viii. Proof of contract or eligibility;
 - ix. Documentation of payments made on the award; and
 - x. Documentation of the value/sales price of the unit, as applicable.
4. **Cooperation with Inspector General:** Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.

5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.
6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.
7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:
Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org
2. The Florida Housing program contact for this Contract is:
Robert Dearduff, Assistant Director of Special Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Robert.Dearduff@floridahousing.org
or the designated successor.
3. The Grantee's contract administrator for this Contract is:
Matt Pearson, Executive Director
1171 Nobles Ferry Rd.
Live Oak, Florida 32064
Phone: 386.362.4115
E-mail: mpearson@suwanneeec.net
or the designated successor.

- L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 5.401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78603, Dec. 26, 2013, as amended at 79 FR 75883, Dec. 19, 2014]

M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.
2. The Events of Default shall include, but not be limited to, the following:
 - a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;

- b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
- c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;
- e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
- f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- h. If Subrecipient commits fraud in the performance of its obligations under this Contract;
or
- i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.
4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
 - a. Florida Housing may terminate the Contract on the 10th day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
 - b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
 - c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or

the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

- d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.
2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.
3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.
2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.
4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk

227 N. Bronough Street, Suite 5000

Tallahassee, Florida 32301-1329

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

8. Personally Identifiable Information (PII); Security:
 - a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
 - b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,

judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

- c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
- d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
- e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
- f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
- h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:

- a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
- b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 067-2020, each through a duly authorized representative, effective on the Effective Date.

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS


By: 

Name/Title: Anthony Adams Chairman - BCC

Date: 7/27/20

FEIN: 59-6000692

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 8-11-20