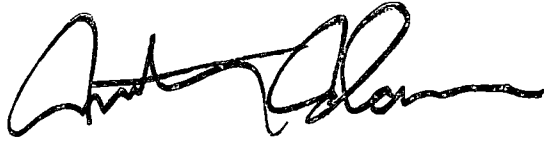


**PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, January 25, 2021 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman  
Lafayette County Commission

**BOARD OF ADJUSTMENTS MEETING:**

1. Open the Board of Adjustments meeting.
2. Invocation and pledge to the flag.
3. Consider Resolution BA SE 20-02, a petition by River Rendezvous Resort, LLC to add 100+ campsites, for approval.
4. Adjourn the Board of Adjustments meeting.

**PLANNING & ZONING BOARD:**

1. Open the Planning & Zoning Board meeting.
2. Consider recommending Resolution No. PZ/LPA Z 20-01 to the Board of County Commissioners for approval.
3. Consider recommending Resolution No. PZ/LPA CPA 20-01 to the Board of County Commissioners for approval.
4. Adjourn the Planning & Zoning Board meeting.

**BOARD OF COUNTY COMMISSIONERS MEETING:**

1. Open the Board of County Commissioners meeting.
2. Approve the minutes.
3. Requests and comments from the community.
4. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scott Sadler – Public Works.
  - C) Garret Land – Building/Zoning.
    - 1) Consider approving an Ordinance to amend the official Zoning Atlas of the LDRs for Roberts.
    - 2) Consider approving an Ordinance amending the Future Land Use Plan map of the Comprehensive Plan for Roberts.
  - D) Marty Tompkins – EMS.
    - 1) Adopt a proclamation for EMS.
  - E) Shawn Jackson – Extension Office.
5. Approve an Indigent Burial Request.
6. Approve the Grant Agreement for the Ezell Floating Dock.
7. Select a Committee to review the RFP's for the Clock Tower project.
8. Discuss the implications of the COVID-19 declaration.

9. Leenette McMillan-Fredriksson – various items.
10. Approve the bills.
11. Other Business.
12. Future agenda items.
13. Adjourn.

**BK 43 PAGE 420**

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

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

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

RESOLUTION NO. BA SE 20-02

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING WITH APPROPRIATE CONDITIONS AND SAFEGUARDS A SPECIAL EXCEPTION AS AUTHORIZED UNDER SECTION 3.2 OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS; PROVIDING FOR A SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN AN ENVIRONMENTALLY SENSITIVE AREA-2 (ESA-2) ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.4.5 TO PERMIT THE LOCATION OF CAMPGROUNDS OF LESS THAN 100 CAMPSITES AND PROVIDING FOR A SPECIAL EXCEPTION TO THE PERMITTED USES WITHIN AN AGRICULTURE-3 (A-3) ZONING DISTRICT AS PROVIDED WITHIN SECTION 4.5.5 TO PERMIT THE LOCATION OF A TRAVEL TRAILER PARK WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING FOR REVOCATION OF THE SPECIAL EXCEPTION; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant, to grant with appropriate conditions and safeguards or deny special exceptions as authorized under Section 3.2 of said Land Development Regulations;

WHEREAS, a petition for a special exception, as described below, has been filed with the County;

WHEREAS, pursuant to the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, held the required public hearing, with public notice having been provided, on said petition for a special exception, as described below, and considered all comments received during said public hearing and the Concurrence Management Assessment concerning said petition for a special exception, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2 of the Land Development Regulations to grant, to grant with appropriate conditions and safeguards or to deny a special exception, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting with appropriate conditions and safeguards of the said petition for special exception, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow and control, and access in case of fire or catastrophe;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the special exception, as described below, is generally compatible with adjacent properties, other property in the district and natural resources;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that an application for a special exception, as described below, is in compliance with the provisions of Section 4.4.5 of the Land Development Regulations; and

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has determined and found that:

- (a) The proposed use would be in conformance with the Comprehensive Plan and would not have an undue adverse effect on the Comprehensive Plan;
- (b) The proposed use is compatible with the established land use pattern;
- (c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets;
- (d) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- (e) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety;
- (f) The proposed use will not create a drainage problem;
- (g) The proposed use will not seriously reduce light and air to adjacent areas;
- (h) The proposed use will not adversely affect property values in the adjacent areas;
- (i) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations; and
- (j) The proposed use is not out of scale with the needs of the neighborhood or the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to a petition, SE 20-02, by Frank Warren Page Jr. and Craig Colton of Suwannee River Rendezvous Resort, LLC, as agents for Martha J. Tidwell, requesting a special exception be granted as provided for in Sections 4.4.5 and 4.5.5 of the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, grants a special exception to permit the location of a campground of less than 100 campsites within an Environmentally Sensitive Area-2 (ESA-2) zoning district and to permit the location of a travel trailer park within an Agriculture-3 (A-3) zoning district in accordance with a petition and site plan dated August 18, 2020, revised on October 26, 2020, to be located on property described, as follows:

**ENVIRONMENTALLY SENSITIVE AREA-2 (ESA-2):**

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of said Section 2; thence North 88°56'50" East 660.00 feet, along the North line of said Section 2, to the Point of Beginning; thence continue North 88°56'50" East 231.61 feet to the ordinary high water line of the Suwannee River; thence South 57°01'57" East, along the ordinary high water line of said Suwannee River, 78.20 feet; thence South 01°04'56" East 35.00 feet; thence continue South 01°04'56" East 561.86 feet; thence South 53°45'28" East 856.81 feet; thence South 00°55'17" East 245.51 feet; thence North 89°04'43" East 20.00 feet; thence South 00°55'17" East 454.89 feet; thence South 89°30'56" West 854.78 feet; thence North 87°57'58" West 121.51 feet; thence North 00°29'04" West 469.19 feet; thence South 89°09'05" West 70.00 feet; thence North 00°49'01" West 1,376.14 to the Point of Beginning.

Containing 27.31 acres, more or less.

**LESS AND EXCEPT**

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: All lands lying outside the 100-year AE Flood Zone as depicted on the Federal Emergency Management Agency, Flood Insurance Rate Map.

Containing 19.05 acres, more or less.

All said lands containing 8.26 acres, more or less.

AGRICULTURE-3 (A-3):

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: Commence at the Northwest corner of said Section 2; thence North 88°56'50" East 660.00 feet, along the North line of said Section 2 to the Point of Beginning; thence continue North 88°56'50" East 231.61 feet to the ordinary high water line of the Suwannee River; thence South 57°01'57" East, along the ordinary high water line of said Suwannee River, 78.20 feet; thence South 01°04'56" East 35.00 feet; thence continue South 01°04'56" East 561.86 feet; thence South 53°45'28" East 856.81 feet; thence South 00°55'17" East 245.51 feet; thence North 89°04'43" East 20.00 feet; thence South 00°55'17" East 454.89 feet; thence South 89°30'56" West 854.78 feet; thence North 87°57'58" West 121.51 feet; thence North 00°29'04" West 469.19 feet; thence South 89°09'05" West 70.00 feet; thence North 00°49'01" West 1,376.14 to the Point of Beginning.

Containing 27.31 acres, more or less.

LESS AND EXCEPT

A parcel of land lying within Section 2, Township 5 North, Range 12 East, Lafayette County, Florida. Being more particularly described, as follows: All lands lying within the 100-year AE Flood Zone as depicted on the Federal Emergency Management Agency, Flood Insurance Rate Map.

Containing 8.26 acres, more or less.

All said lands containing 19.05 acres, more or less.

Section 2. A site plan, as described above and herewith made a part of this resolution by reference, shall govern the development and use of the above described property. Any deviation from the petition shall be deemed a violation of the Land Development Regulations.

Section 3. The use of land approved by this special exception shall be in place, or a valid permit shall be in force for the construction of such land use within twelve (12) months of the effective date of this resolution. If such land use is not in place or if a valid permit for the construction of such land use is not in effect, within twelve (12) months of the effective date of this resolution, this resolution granting with appropriate conditions and safeguards such special exception is thereby revoked and of no force and effect.

Section 4. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

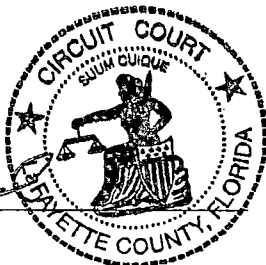
Section 5. This resolution shall become effective upon adoption.

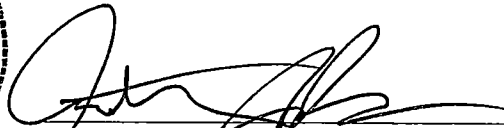
PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this 25th day of January 2021.

BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA,  
SERVING AS THE  
BOARD OF ADJUSTMENT OF  
LAFAYETTE COUNTY, FLORIDA

Attest:

  
Steve Land, County Clerk



  
Anthony Adams, Chair

RESOLUTION NO. PZ/LPA Z 20-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA, AND THE LOCAL PLANNING AGENCY OF LAFAYETTE COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM COMMERCIAL, INTENSIVE (CI) TO RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Planning and Zoning Board of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Planning and Zoning Board, to recommend to the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Land Development Regulations, in accordance with said regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Local Planning Agency of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Land Development Regulations, in accordance with said statute;

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

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

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

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, has studied and considered the items enumerated in Section 16.2.2 of the Land Development Regulations and based upon said study and consideration has determined and found that:

- (a) The proposed change will be in conformance with the Comprehensive Plan and would not have an adverse effect on the Comprehensive Plan;
- (b) The proposed change is compatible with the existing land use pattern in the area;
- (c) The proposed change will not create an isolated district unrelated to adjacent and nearby districts;

- (d) The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- (e) The proposed district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change;
- (f) The proposed change will not adversely influence living conditions in the neighborhood;
- (g) The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety;
- (h) The proposed change will not create a drainage problem;
- (i) The proposed change will not seriously reduce light and air to adjacent areas;
- (j) The proposed change will not adversely affect property values in the adjacent area;
- (k) The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations;
- (l) The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare; and
- (m) The proposed change is not out of scale with the needs of the neighborhood or the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA AND THE LOCAL PLANNING AGENCY, OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, Z 20-01, by Sidney E. Roberts, to amend the Official Zoning Atlas of the Land Development Regulations, the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, recommends to the Board of County Commissioners that the zoning district be changed from COMMERCIAL, INTENSIVE (CI) to RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) for property described, as follows:

Parcel No. 18-05-12-0056-0000-00110

A parcel of land lying within Section 18, Township 5 South, Range 12 East of Lafayette County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of Lot 12 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 87°49'44" West 179.15 feet, along the South line of Lots 11 and 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the point of curve of a curve concaved Northeasterly, having a radius of 25.00 feet; thence continue, along said curve a chord bearing and distance of North 46°27'04" West 35.80 feet, to the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence North 00°43'53" West 205.01 feet, along the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 00°38'32" East 120.87 feet, along the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the Point of Beginning.

Containing 0.59 acre, more or less.


Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

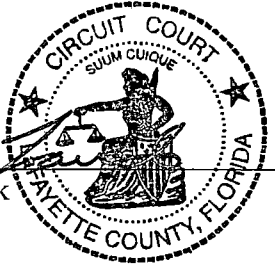
Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, this 25th day of January 2021.

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA  
SERVING AS THE  
PLANNING AND ZONING BOARD  
OF LAFAYETTE COUNTY, FLORIDA  
AND THE LOCAL PLANNING AGENCY  
OF LAFAYETTE COUNTY, FLORIDA

Attest:

  
Steve Land, County Clerk



  
Anthony Adams, Chair



RESOLUTION NO. PZ/LPA CPA 20-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA AND THE LOCAL PLANNING AGENCY OF LAFAYETTE COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE LAFAYETTE COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM COMMERCIAL TO RESIDENTIAL, MODERATE DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNIT PER ACRE) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Lafayette County Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Planning and Zoning Board of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Planning and Zoning Board, to recommend to the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Comprehensive Plan, in accordance with said regulations;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of Lafayette County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Comprehensive Plan, in accordance with said statute;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency;

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

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

WHEREAS, the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE PLANNING AND ZONING BOARD OF LAFAYETTE COUNTY, FLORIDA AND THE LOCAL PLANNING AGENCY OF LAFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, CPA 20-01, by Sidney E. Roberts, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands, the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, recommends to the Board of County Commissioners that the land use classification be changed from COMMERCIAL to RESIDENTIAL, MODERATE DENSITY (less than or equal to 2 dwelling unit per acre) on property described, as follows:

Parcel No. 18-05-12-0056-0000-00110

A parcel of land lying within Section 18, Township 5 South, Range 12 East of Lafayette County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of Lot 12 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 87°49'44" West 179.15 feet, along the South line of Lots 11 and 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the point of curve of a curve concaved Northeasterly, having a radius of 25.00 feet; thence continue, along said curve a chord bearing and distance of North 46°27'04" West 35.80 feet, to the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence North 00°43'53" West 205.01 feet, along the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 00°38'32" East 120.87 feet, along the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the Point of Beginning.

Containing 0.59 acre, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

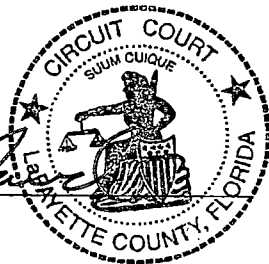
Section 3. This resolution shall become effective upon adoption.

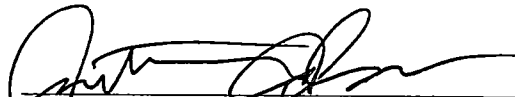
PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, this 25th day of January 2021.

BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA  
SERVING AS THE  
PLANNING AND ZONING BOARD OF  
LAFAYETTE COUNTY, FLORIDA AND THE  
LOCAL PLANNING AGENCY OF  
LAFAYETTE COUNTY, FLORIDA

Attest:

  
Steve Land, County Clerk



  
Anthony Adams, Chair

ORDINANCE NO. 2021-01

AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 20-01, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM COMMERCIAL, INTENSIVE (CI) TO RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 20-01, by Sidney E. Roberts, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, INTENSIVE (CI) to RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) for property described, as follows:

Parcel No. 18-05-12-0056-0000-00110

A parcel of land lying within Section 18, Township 5 South, Range 12 East of Lafayette County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of Lot 12 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 87°49'44" West 179.15 feet, along the South line of Lots 11 and 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the point of curve of a curve concaved Northeasterly, having a radius of 25.00 feet; thence continue, along said curve a chord bearing and distance of North 46°27'04" West 35.80 feet, to the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence North 00°43'53" West 205.01 feet, along the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 00°38'32" East 120.87 feet, along the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the Point of Beginning. Containing 0.59 acre, more or less.

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

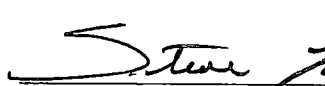
Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

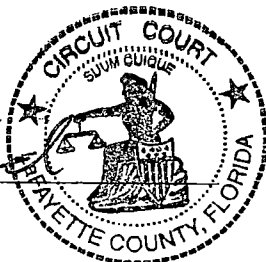
Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This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


The effective date of this amendment, Z 20-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 20-01. If Future Land Use Plan Map Amendment, CPA 20-01, does not become effective, this amendment, Z 20-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 20-01, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners, this 25th day of January 2021.

  
Steve Land, County Clerk



BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA  
  
Anthony Adams, Chair



**FLORIDA DEPARTMENT of STATE**

**RON DESANTIS**  
Governor

**LAUREL M. LEE**  
Secretary of State

January 26, 2021

**BK 43 PAGE 431**

Honorable Ricky Lyons  
Clerk of Court  
Lafayette County  
Post Office Box 88  
Mayo, Florida 32066

Attention: Hannah Owens, Deputy Clerk

Dear Mr. Lyons:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Ordinance No. 2021-01, which was filed in this office on January 26, 2021.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

ORDINANCE NO. 2021-02

AN ORDINANCE OF LAFAYETTE COUNTY, FLORIDA, AMENDING THE LAFAYETTE COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR LESS ACRES OF LAND TO THE FUTURE LAND USE PLAN MAP OF THE LAFAYETTE COUNTY COMPREHENSIVE PLAN, AS AMENDED, PURSUANT TO AN APPLICATION, CPA 20-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO RESIDENTIAL, MODERATE DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNIT PER ACRE) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a Comprehensive Plan;

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

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

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

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

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board and the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

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

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

Section 1. Pursuant to an application, CPA 20-01, by Sidney E. Roberts, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COMMERCIAL to RESIDENTIAL, MODERATE DENSITY (less than or equal to 2 dwelling unit per acre) on property described, as follows:

Parcel No. 18-05-12-0056-0000-00110

A parcel of land lying within Section 18, Township 5 South, Range 12 East of Lafayette County, Florida. Being more particularly described, as follows: Commence at the Southeast corner of Lot 12 of the Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 87°49'44" West 179.15 feet, along the South line of Lots 11 and 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the point of curve of a curve concaved Northeasterly, having a radius of 25.00 feet; thence continue, along said curve a chord bearing and distance of North 46°27'04" West 35.80 feet, to the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence North 00°43'53" West 205.01 feet, along the West line of Lot 11 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida; thence South 00°38'32" East 120.87 feet, along the East line of Lot 12 of said Ashley Oaks Subdivision, as recorded in the Public Records of Lafayette County, Florida, to the Point of Beginning.

Containing 0.59 acre, more or less.

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

Section 3. Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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


The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

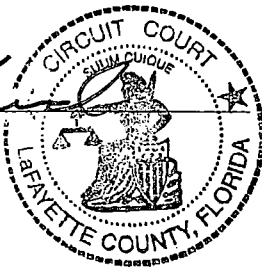
Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

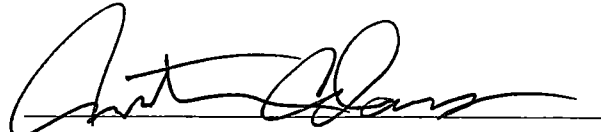
PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of County Commissioners in regular session this 25th day of January 2021.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA

  
Steve Land, County Clerk



  
Anthony Adams, Chair





**FLORIDA DEPARTMENT of STATE**

**RON DESANTIS**  
Governor

**LAUREL M. LEE**  
Secretary of State

January 26, 2021

**BK 43 PAGE 435**

Honorable Ricky Lyons  
Clerk of Court  
Lafayette County  
Post Office Box 88  
Mayo, Florida 32066

Attention: Hannah Owens, Deputy Clerk

Dear Mr. Lyons:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Ordinance No. 2021-02, which was filed in this office on January 26, 2021.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

STATE OF FLORIDA  
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

BK 43 PAGE 436

AGREEMENT NO. 19215

|  |                            |
|--|----------------------------|
| CFDA Title(s): N/A   | CFDA No(s): N/A            |
| Name of Federal Agency(s): N/A                                   |                            |
| Federal Award No(s): N/A   | Federal Award Year(s): N/A |
| Federal Award Name(s): N/A                                       |                            |
| CSFA Title(s): Florida Boating Improvement Program               | CSFA No(s): 77.006         |
| State Award No(s): 19215   | State Award Year(s): 2019  |
| State Award Name(s): Lafayette County BOCC - Ezell Floating Dock |                            |

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Lafayette County Board of County Commissioners, FEID # 59-6000692, whose address is 120 West Main Street, Mayo, Florida, 32066, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to install a floating dock to the south side of the Ezell Boat Ramp; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program #19215; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

**BK 43 PAGE 437****2. PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

**3. AGREEMENT PERIOD.**

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs may be eligible for reimbursement. Details of allowable expenses are included in Attachment A (Scope of Work). If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

**4. COMPENSATION AND PAYMENTS.**

- A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$196,000.
- B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

[http://www.fldfs.com/aadir/direct\\_deposit\\_web/Vendors.htm](http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm)

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**5. RETURN OR RECOUPMENT OF FUNDS.**

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

## BK 43 PAGE 440

7. **MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. **TERMINATION.**

- A. Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. **REMEDIES.**

- A. Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be

received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

#### 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**  
 Grant Manager  
 Emily Snyder  
 Grant Specialist II  
 Florida Fish and Wildlife  
 Conservation Commission  
 620 South Meridian Street  
 Tallahassee, Florida 32399  
 (850) 488-5600  
 Fax: (850) 488-9284  
 Email: FBIP@MyFWC.com

**FOR THE GRANTEE:**  
 Grant Manager  
 Steve Land  
 County Clerk  
 Lafayette County Board of  
 County Commissioners  
 P.O. Box 88  
 Mayo, Florida 32066  
 (386) 294-1600  
 Fax:  
 sland@lafayetteclerk.com

#### 11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

#### 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property**

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$1,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are



circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title - Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use - Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

**13. RELATIONSHIP OF THE PARTIES.**

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

#### 14. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

#### 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.
- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:
- [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- C. Vendors on Scrutinized Companies List.**
- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.
- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

- A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

**CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:  
850-488-6553, RecordsCustodian@myfwc.com, and 620 South  
Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

**19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

**21. RECORD KEEPING REQUIREMENTS.**

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

**22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

**23. FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, 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.
- E. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 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 the "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. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

**I. Prohibition against Lobbying.**

- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.



- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

**25. CONTRACT-RELATED PROCUREMENT.**

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

**26. PROFESSIONAL SERVICES.**

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## 27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

## 28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

## 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this

Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This

includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

- E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. **TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. **ENTIRE AGREEMENT.**

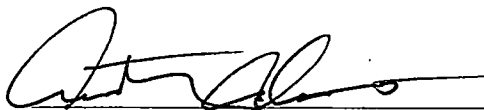
This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

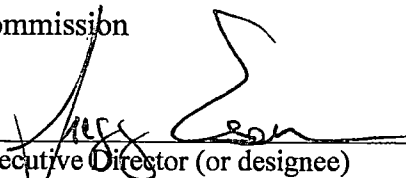
REMAINDER OF INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Lafayette County Board of County  
Commissioners

Florida Fish and Wildlife Conservation  
Commission

  
\_\_\_\_\_

  
\_\_\_\_\_

Signature

Executive Director (or designee)

Name: Anthony Adams

Name: Greg Eason

Title: Chairman - BCC

Title: Asst. Dir. / Deputy Director

Date: 1/25/21

Date: 1/29/21

Approved as to form and legality:

/s/ Anthony Pinzino

\_\_\_\_\_  
FWC Attorney Signature

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Audit Requirements and Exhibit 1
- Attachment C Cost Reimbursement Contract Payment Requirements
- Attachment D Project Progress Report Form
- Attachment E Certification of Completion Form
- Attachment F Notice of Grant Agreement Site Dedication Form
- Attachment G Sample Invoice Form

**SCOPE OF WORK**

BK 43 PAGE 456

**1. PROJECT DESCRIPTION**

- A. Purpose and Background:** The Lafayette County Board of County Commissioners (BOCC) will use grant funds to design, engineer, permit, and construct a new ADA wheelchair compliant floating dock to the south of the Ezell Boat Ramp located on the Suwanee River in Lafayette County, Florida.
- B. Project Benefits:** The installation of a floating dock at the Ezell Boat Ramp will greatly improve recreational access by providing an area to load and unload gear, minimizing the time a boat is taking on the ramp, and will accommodate more users. Boater safety will increase as boaters egress and ingress at the ramp. The project will also protect environmental resources by allowing the bank to stabilize, reduce erosion caused by boats, and improve water quality.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*, attached hereto and made a part hereof as **Attachment C**.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution and end on June 30<sup>th</sup>, 2023. Prior to the end of term, Lafayette County BOCC (Grantee) shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30<sup>th</sup>, 2023.**

**2. PROJECT DELIVERABLES**

Total payments for all deliverables will not exceed the maximum grant award amount of \$196,000.

- A. Deliverable 1:** The Grantee will, either by own staff or by advertising and competitively soliciting a contracting engineer, create final plans and specifications for a eight-foot by eighty-foot floating dock that are ADA wheelchair compliant, and submit applications for permits.

**Deliverable 1 Tasks:** The Grantee shall provide all labor, equipment and materials, or through a verified contracting service, to complete the following tasks:

- Complete final plans and specifications for a new ADA wheelchair accessible floating dock that is eight-foot by eighty-foot;
- Prepare and submit applications with the Florida Department of Environmental Protection (FDEP), Army Corp of Engineers (ACOE), and any other required local permitting entities, and;
- Provide to the FBIP grant manager copies of approved permits or documentation of final action by each permitting entity.

**Compensation:** Total payment for this deliverable will Not exceed \$24,400.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide FBIP grant manager copies, in PDF format, of approved permits or documentation of final actions by each permitting entity, as well as copies of final plans and specifications.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment; copy of preliminary plan; copy of final plans; copies of acquired permits. See FWC Cost Reimbursement Contract Payment Requirements Attachment C for additional details on supporting documentation

- B. Deliverable 2:** Upon receiving final plans, the Grantee will construct and install a new ADA wheelchair accessible floating dock that is eight-foot by eighty-foot to be installed to the south side of the Ezell Boat Ramp.

**Deliverable 2 Tasks:** The Grantee shall provide all labor, equipment and materials, or through a verified contracting service, to complete the following tasks:

- Construct and install a new ADA wheelchair accessible, eight-foot by eighty-foot floating dock to the south side of the Ezell Boat Ramp, according to the completed final plans and specifications.

**Compensation:** Total payment for this deliverable will not exceed \$171,600.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide photo documentation of work in progress and near completion to the FBIP grant manager.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment; photographs of work in progress and near completion. See FWC Cost Reimbursement Contract Payment Requirements Attachment C for additional details on supporting documentation

### 3. FINANCIAL CONSEQUENCES

- A.** Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those deliverables completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to provide the deliverable shall be considered non-compliance with terms and payment will not be processed.
- B.** In addition to nonpayment for deliverables which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any deliverables satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C.** Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D.** Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility

according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

#### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. **Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws.
- D. **Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. **Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. **Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 19-018, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. **Certificate of Completion:** Upon completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, the final Project Progress Report Form, attached hereto and made a part hereof as **Attachment D**, and a Certification of Completion Form, attached hereto and made a part hereof as **Attachment E**, which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the form.
- H. **Site Dedication:** The Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public before any funds are reimbursed under this Agreement. A Notice of Grant Agreement Form is included as **Attachment F**. The Grantee shall execute and record this document in the official records of the County where the Project is located as proof of the site dedication before submitting the Certification of Completion. A copy of the recorded Notice of Grant Agreement shall be submitted to the Commission with the Certificate of Completion. Following this initial site dedication, the project site shall remain a boat access facility for a period not less than twenty (20) years following termination of the Agreement (the site dedication period). Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a boat access facility for the entirety of this site dedication period following the Agreement termination. Grantee agrees to secure all authorizations necessary



for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- I. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. Should the Grantee fail to maintain such acknowledgement, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.
- J. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which phase(s) the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. Should the Grantee fail to erect and maintain such signs, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.
- K. ADA Wheelchair Accessibility:** The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA Accessibility requirements is in question with regard to reimbursable costs under an FBIP Agreement, the Commission may engage a third-

party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$196,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted expenses incurred during the Agreement that are directly related to the Project.

| Deliverable                           | TOTAL COST       | LOCAL SHARE    | FBIP SHARE       |
|---------------------------------------|------------------|----------------|------------------|
| Administration                        | \$1,000          | \$1,000        | \$0              |
| Project Inspection Fees               | \$0              | \$0            | \$0              |
| Architectural, Engineering, & Permits | \$24,400         | \$0            | \$24,400         |
| Demolition and Removal                | \$0              | \$0            | \$0              |
| Equipment Purchase (OCO):             | \$0              | \$0            | \$0              |
| Equipment Rental                      | \$0              | \$0            | \$0              |
| Supplies & Materials                  | \$0              | \$0            | \$0              |
| Construction Costs                    | \$171,600        | \$0            | \$171,600        |
| <b>TOTAL</b>                          | <b>\$197,000</b> | <b>\$1,000</b> | <b>\$196,000</b> |
| <b>PERCENTAGE</b>                     | <b>100%</b>      | <b>00.5%</b>   | <b>99.5%</b>     |

**B. Cost Share:** The Grantee agrees to provide 0.5% of the project as indicated in FBIP Grant Application No. 19-018. The total compensation by the Commission shall be \$196,000 or 99.5% of the total cost, whichever is less.

**C. Pre-Award Costs:** The Grantee was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**A. Fee Schedule:** This section is not applicable

**B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.

**C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$197,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$196,000 or 99.5% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$1,000 or 0.5% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

**D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect

and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

The Grantee shall report the Project complete by submitting the Certification of Completion Form, attached hereto and made a part hereof as **Attachment E**. Final payment shall be contingent upon the Commission's grant manager receiving and accepting the Certification of Completion Form, final Project Progress Report and final inspection of the Project, as described herein.

Once the final inspection and project deliverables are approved, the Grantee may submit a final request for reimbursement within thirty (30) days after receiving written acceptance by the Commission's grant manager.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a request for reimbursement that includes an invoice in a format similar to **Attachment G**, Sample Invoice Form.

Invoice forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverables provided during the reporting period, an itemized list of expenditures, the quantity provided, the payment amount specified in the Agreement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Project Progress Reports outlining the progress of the Project, identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Project Progress Report Form attached hereto and made a part hereof as **Attachment D**. Progress report are required until the Certification of Completion is submitted. Reports are due to the Commission’s grant manager according to the following schedule:

| <u>Reporting Period</u>  | <u>Report due by:</u>    |
|--------------------------|--------------------------|
| January through March    | April 15 <sup>th</sup>   |
| April through June       | July 15 <sup>th</sup>    |
| July through September   | October 15 <sup>th</sup> |
| October through December | January 15 <sup>th</sup> |

- E. Annual Reports:** Following completion of the Project, the Grantee shall submit to the Commission an annual report on June 30<sup>th</sup> of each year until the end of the site dedication period described in Section H, Site Dedication, above in Section 4, Performance. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

**8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**9. SUBCONTRACTS**

No additional requirements. Refer to Section 14 of the Agreement.

**10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

**11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

## 12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of the Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee. Refer to Section 21 of the Agreement.

## 13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

## 14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section H, Site Dedication, above in Section 4, Performance.

## 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. **Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section H, Site Dedication, above in Section 4, Performance to ensure that excess collection does not occur and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. **Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. **Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

RESOLUTION NO. 2021-01-03  
STATE OF EMERGENCY EXTENSION #44

**WHEREAS**, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

**WHEREAS**, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

**WHEREAS**, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning January 14, 2021 thru January 21, 2021, unless cancelled before that time.

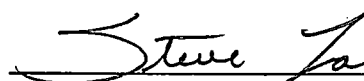
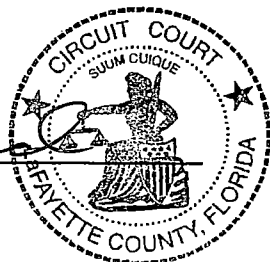
**ENACTED** this 14<sup>th</sup> day of January, 2021 effective from January 14, 2021 until January 21, 2021.

BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk

**RESOLUTION NO. 2021-01-04**  
**STATE OF EMERGENCY EXTENSION #45**

**WHEREAS**, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

**WHEREAS**, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

**WHEREAS**, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning January 21, 2021 thru January 28, 2021, unless cancelled before that time.

**ENACTED** this 21<sup>st</sup> day of January, 2021 effective from January 21, 2021 until January 28, 2021.

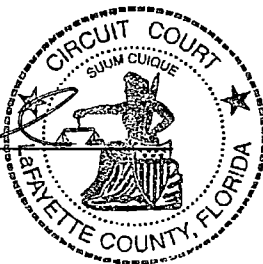
BOARD OF COUNTY COMMISSIONERS  
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:

  
Steve Land, Clerk



Check History Report  
Sorted By Check Number  
Activity From: 1/25/2021 to 1/25/2021

BK 43 PAGE 466

Lafayette County (GNF)

Bank Code: A General Fund

| Check Number | Check Date | Vendor Number | Name  | Check Amount         | Check Type               |
|--------------|------------|---------------|---|----------------------|--------------------------|
| 062659       | 1/25/2021  | ATCL          | Andersons' Tri-county Locksmit                  | 210.00               | Auto                     |
| 062660       | 1/25/2021  | BSW           | Blue Summit Waters, LLC                         | 165.30               | Auto                     |
| 062661       | 1/25/2021  | CINTAS        | Cintas Corporation #148                         | 240.18               | Auto                     |
| 062662       | 1/25/2021  | DFIX          | Dixie Fix LLC                                   | 2,253.60             | Auto                     |
| 062663       | 1/25/2021  | DMHC          | Doctor's Memorial Hospital Clinic               | 85.00                | Auto                     |
| 062664       | 1/25/2021  | EWL           | EnviroWaste LLC                                 | 1,200.00             | Auto                     |
| 062665       | 1/25/2021  | FFB           | First Federal Bank of Florida                   | 2,153.83             | Auto                     |
| 062666       | 1/25/2021  | JDC           | John Deere Credit                               | 1,213.85             | Auto                     |
| 062667       | 1/25/2021  | MTG           | Matheson Tri-Gas Inc.                           | 1,334.03             | Auto                     |
| 062668       | 1/25/2021  | PR            | Preble-RishDewberry Engineers Inc               | 55,000.00            | Auto                     |
| 062669       | 1/25/2021  | QMC           | Quick Med Claims                                | 1,208.71             | Auto                     |
| 062670       | 1/25/2021  | SCL           | Suwannee County Landfill                        | 7,797.45             | Auto                     |
| 062671       | 1/25/2021  | SVE           | Suwannee Valley Electric                        | 1,045.19             | Auto                     |
| 062672       | 1/25/2021  | AAAPORT       | AAA Porta Serve                                 | 85.00                | Auto                     |
| 062673       | 1/25/2021  | BPS           | Best Plumbing Specialties                       | 671.49               | Auto                     |
| 062674       | 1/25/2021  | BR            | Blue Rok, Inc.                                  | 939.44               | Auto                     |
| 062675       | 1/25/2021  | BTM           | Bound Tree Medical, LLC.                        | 494.46               | Auto                     |
| 062676       | 1/25/2021  | DE            | Duke Energy                                     | 4,564.88             | Auto                     |
| 062677       | 1/25/2021  | GLC           | Greatamerica Financial Service                  | 300.09               | Auto                     |
| 062678       | 1/25/2021  | LEGAL         | Legal Shield                                    | 123.60               | Auto                     |
| 062679       | 1/25/2021  | MOS           | McCrimon's Office Supply                        | 71.95                | Auto                     |
| 062680       | 1/25/2021  | MSSC          | Municipal Supply & Sign Comp.                   | 435.60               | Auto                     |
| 062681       | 1/25/2021  | NTC           | Nextran Truck Center - Lake Ci                  | 703.79               | Auto                     |
| 062682       | 1/25/2021  | QM            | Quadmed, Inc.                                   | 172.68               | Auto                     |
| 062683       | 1/25/2021  | RPJA          | Robert P. Jones & Associates                    | 3,113.30             | Auto                     |
| 062684       | 1/25/2021  | S             | Stericycle Inc.                                 | 5,062.92             | Auto                     |
| 062685       | 1/25/2021  | SCF           | Sage Checks & Forms                             | 359.95               | Auto                     |
| 062686       | 1/25/2021  | SG            | Suwannee Graphics                               | 180.00               | Auto                     |
| 062687       | 1/25/2021  | SICD          | Standard Insurance Company                      | 2,663.04             | Auto                     |
| 062688       | 1/25/2021  | SICL          | Standard Insurance Company                      | 435.20               | Auto                     |
| 062689       | 1/25/2021  | SICV          | Standard Insurance Company                      | 450.76               | Auto                     |
| 062690       | 1/25/2021  | TCI           | Tri-County Irrigation, Inc.                     | 65.58                | Auto                     |
| 062691       | 1/25/2021  | TOB           | Town of Branford                                | 1,500.00             | Auto                     |
| 062692       | 1/25/2021  | VW            | Verizon Wireless                                | 250.08               | Auto                     |
| 062693       | 1/25/2021  | W             | Windstream                                      | 3,111.94             | Auto                     |
| 062694       | 1/25/2021  | WSLO          | Winsupply of Live Oak                           | 33.14                | Auto                     |
| 062695       | 1/25/2021  | SREC          | Suwannee River Economic Council                 | 7,328.00             | Auto                     |
| 062696       | 1/25/2021  | SUNLIFE       | Sun Life Financial                              | 375.50               | Auto                     |
| 062697       | 1/25/2021  | DCSO          | Dixie County Sheriff's Dept.                    | 2,294.00             | Auto                     |
| 062698       | 1/25/2021  | APS           | Alachua Pest Services, LLC                      | 225.33               | Auto                     |
| 062699       | 1/25/2021  | DE            | Duke Energy                                     | 201.37               | Auto                     |
| 062700       | 1/25/2021  | DISH          | Dish Network                                    | 130.13               | Auto                     |
| 062701       | 1/25/2021  | W             | Windstream                                      | 167.08               | Auto                     |
| 062702       | 1/25/2021  | FLGHIC        | FL Local Government Health Insurance Consortium | 72,249.06            | Auto                     |
|              |            |               |   | <b>Bank A Total:</b> | <u>182,666.50</u>        |
|              |            |               |   | <b>Report Total:</b> | <u><u>182,666.50</u></u> |

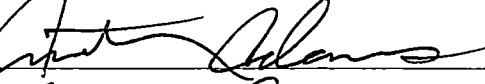


THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE  
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 25TH DAY OF JANUARY 2021.

  
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Rosa Walker  
\_\_\_\_\_

  
\_\_\_\_\_

Carnest D. Jones  
\_\_\_\_\_

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

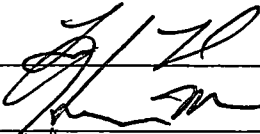
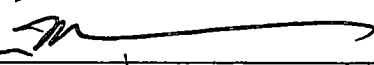
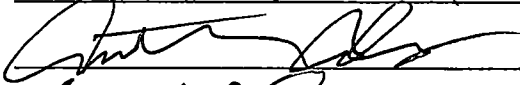
LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

BK 43 PAGE 468

FROM THE LAFAYETTE COUNTY STATE BANK, ON JANUARY 25, 2021.

| TO WHOM ISSUED | PURPOSE OF EXPENDITURE | ACCOUNT NUMBER | WARRANT NO. | AMOUNT   |
|----------------|------------------------|----------------|-------------|----------|
| SVEC           | Utilities              | 552-430        |             | \$ 45.84 |
| TOTAL          |                        |                |             | \$ 45.84 |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF JANUARY, 2021.

  
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Ernest S. Jones  
\_\_\_\_\_  
  
\_\_\_\_\_  
Ernest S. Jones  
\_\_\_\_\_

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

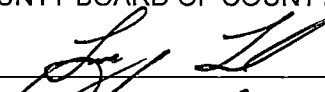

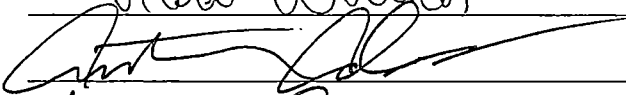
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

**BK 43 PAGE 469**

FROM THE FIRST FEDERAL BANK, ON JANUARY 25, 2021.

| TO WHOM ISSUED                    | PURPOSE OF EXPENDITURE | ACCOUNT NUMBER | WARRANT NO. | AMOUNT    |
|-----------------------------------|------------------------|----------------|-------------|-----------|
| State of FL- Dept of Mgmt Service | Communications         | 526-410        |             | \$ 608.40 |
| TOTAL                             |                        |                |             | \$ 608.40 |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF JANUARY, 2021.

  
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Riva Walker  
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Ernest B. Jones  
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