

AMENDED
PUBLIC NOTICE

BOOK 44 PAGE 296

The Lafayette County Commission will be holding a regular meeting on Monday, August 9, 2021 at 9:00 a.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - 1) Reconsider the items on the Fee Proposal for the Building Department that were continued from the last meeting.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Review the applications submitted for the Veteran's Service Officer position.
7. Approve a contract with Dewberry Engineers, Inc. for the Hal Adams Floating Dock Improvement project.
8. Discuss the implications of the COVID-19 declaration.
9. Leenette McMillan-Fredriksson – various items.
10. Approve the bills.
11. Other Business.
 - A) Review and approve an agreement with the Florida Department of State for a Libraries Grant.
12. Future agenda items.
13. Adjourn.

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

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

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

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, DANIELLE FEDERICO who on oath says that she is a REPORTER for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a notice of:

PUBLIC NOTICE:

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS was published in said newspaper in the issue of **JULY 14, AND JULY 21, 2021.**

Affiant further says that the said *Riverbend News* a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida, each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that Riverbend News has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed by: *Danielle Federico*

Sworn to and subscribed before me this 21ST day of JULY 2021.

Leah M. Hodges
Notary Public



LEAH M. HODGES
Commission # HH 094936
Expires February 18, 2025
Bonded Thru Budget Notary Services

PUBLIC NOTICE

The Lafayette County Board of County Commissioners will be accepting applications for a Veteran's Service Officer. Applications can be picked up, and also returned, to the Lafayette County Clerk's Office, located at the Lafayette County Courthouse, 120 West Main Street, Mayo, Florida 32066. The deadline for turning in applications will be Friday, August 6, 2021 by 3:00 p.m., and they will be reviewed at a regular scheduled Board Meeting on Monday, August 9, 2021 at 9:00 a.m. Listed below are the minimum requirements for this position:

1. Must have served in active duty during war-time or conflict.
2. Must have an Honorable Discharge.
3. Must be approved by the Florida Department of Veterans Affairs.

The Lafayette County Board of County Commissioners is an equal employment opportunity employer that does not discriminate against an qualified employee or applicant because of race, color, national origin, sex including pregnancy, age, disability or mental status.

By Order Of:
Anthony Adams, Chairman
Board of County Commissioners

07/14/2021

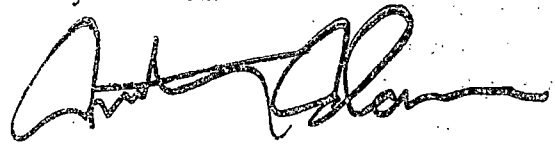
PUBLIC NOTICE

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By Order Of:



Anthony Adams, Chairman
Board of County Commissioners



Dewberry Engineers Inc.
654 Southeast Baya Drive
Lake City, FL 32025

386.719.9985
www.dewberry.com

July 21, 2021

Lafayette County Board of County Commissioners
120 W Main St.
Mayo, FL 32066

**RE: Hal Adams Floating Dock Improvement
Proposal for Professional Services**

Dear Mr. Land,

Dewberry Engineers Inc. is pleased to provide Lafayette County with this proposal for professional Engineering and Inspection Services for the Hal Adams Floating Dock Improvement project.

A detailed scope of work labeled as **Attachment A**, is included and details our scope of services and associated fees.

Dewberry Engineers Inc. proposes to provide the services described in the attached for **\$52,388.00.**

If you have any questions, or need additional information, please contact me at (850) 571-1254 or wmenadier@dewberry.com.

Sincerely,
DEWBERRY

William A. Menadier, PE
Senior Project Manager

17



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

Attachment A
Scope of Work/Agreement

July 21, 2021

This agreement is entered into this 9th day of August 2021, between Lafayette County Board of County Commissioners, known hereinafter as CLIENT, and Dewberry Engineers Inc. a Florida corporation.

This agreement defines the terms under which Dewberry Engineers Inc. shall provide Professional Engineering Services to CLIENT in accordance with the Florida Boating Improvement Program's FWC Agreement and the Federal Sport Fish Restoration grant program Agreement.

PROFESSIONAL SERVICES FEES SUMMARY

Task 1 – ENGINEERING & PERMITTING

Lump Sum \$34,499.00

- Prepare conceptual layout and present to County staff for approval;
- Coordinate with survey and geotechnical professionals to gather necessary permitting data;
- Prepare detailed engineering drawings and specifications in accordance with the Client approved conceptual layout;
- Geotechnical data will be gathered by all available resources for permitting purposes, excluding bathymetric borings;
- Prepare and submit permit applications with the Department of Environmental Protection (FDEP), Army Corp of Engineers (ACOE), and any other required local permitting entities;
- Review and respond to all Requests for Additional Information and attend all meetings required for permitting;
- Provide Grant Administration Services through project close-out;

Task 2 – CONSTRUCTION ENGINEERING & INSPECTION (CED)

Lump Sum \$17,889.00

- Provide Construction Engineering an Inspection;
- Provide monthly inspection reports including photographs and other documentation;
- Review and certify contractor's pay request;
- Provide Engineer of Record Periodic site visits and attend update meetings as required;
- Prepare close out documents;
- Prepare specifications and bid documents; and
- Review bids and make recommendation award.

TOTAL PROPOSED FEE:



\$52,388.00

Mr. Land
Hal Adams Floating Dock Improvement – FBIP/Sport Fish Restoration
July 21, 2021

BOOK 44 PAGE 301

We sincerely appreciate you giving Dewberry Engineers, Inc. the opportunity to be of service to you.

Address for correspondence:

654 SE Baya Drive
Lake City, FL 32025

By: 

Name and Title: William Menadier, PE Senior Project Manager

Date: 7/21/21

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

Address for correspondence:

120 W Main St.
Mayo, FL 32066

By: 

Name and Title: Anthony Adams, Chairman BOCC

Date: 8/9/21

Check History Report
Sorted By Check Number
Activity From: 8/9/2021 to 8/9/2021

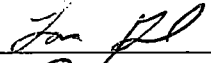
Bank Code: A General Fund

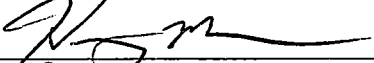
Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063438	8/9/2021	AHLIC	American Heritage Life Insurance Company	156.51	Auto
063439	8/9/2021	ASG	Affordable Seamless Gutters	790.00	Auto
063440	8/9/2021	BPE	Byrd's Power Equipment	358.13	Auto
063441	8/9/2021	BPIT	Brian Pittman	2,400.00	Auto
063442	8/9/2021	BR	Blue Rok, Inc.	4,659.26	Auto
063443	8/9/2021	BTM	Bound Tree Medical, LLC.	191.99	Auto
063444	8/9/2021	CES	City Electric Supply	138.13	Auto
063445	8/9/2021	CTRS	Commercial Truck Repair and Salvage Inc	965.00	Auto
063446	8/9/2021	EWL	EnviroWaste LLC	800.00	Auto
063447	8/9/2021	FTD	Futch's Tractor Depot, Inc.	1,101.95	Auto
063448	8/9/2021	HASI	Hamlin Auto Supply, Inc	1,423.60	Auto
063449	8/9/2021	HHTSW	H & H Tractor & Site Works	2,211.00	Auto
063450	8/9/2021	L4H	Lafayette 4-H	1,942.85	Auto
063451	8/9/2021	LCHD	Lafayette County Health Dept.	6,250.00	Auto
063452	8/9/2021	MAP	Mayo Auto Parts	2,399.51	Auto
063453	8/9/2021	MOS	McCrimon's Office Supply	36.00	Auto
063454	8/9/2021	MT	Mayo Thriftway	12.70	Auto
063455	8/9/2021	MTG	Matheson Tri-Gas Inc.	1,177.41	Auto
063456	8/9/2021	NFPSER	North Florida Psychological Services, Inc.	500.00	Auto
063457	8/9/2021	QC	Quill Corporation	459.94	Auto
063458	8/9/2021	QM	Quadmed, Inc.	1,179.61	Auto
063459	8/9/2021	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
063460	8/9/2021	SCM	Southern Correctional Medicine	13.32	Auto
063461	8/9/2021	SVE	Suwannee Valley Electric	1,222.32	Auto
063462	8/9/2021	TOM	Town of Mayo	831.06	Auto
063463	8/9/2021	VI	Vulcan Signs	4,021.12	Auto
063464	8/9/2021	W	Windstream	527.08	Auto
063465	8/9/2021	WP	Wolfe Plumbing, Inc.	145.00	Auto
063466	8/9/2021	WSLO	Winsupply of Live Oak	182.88	Auto
063467	8/9/2021	LCCC	Lafayette County Clerk of Cour	19,338.58	Auto
063468	8/9/2021	LCSC	Lafayette County Sheriff	45,000.00	Auto
063469	8/9/2021	LCSE9	Lafayette County Sheriff	30,000.00	Auto
063470	8/9/2021	LCSLE	Lafayette County Sheriff	55,000.00	Auto
063471	8/9/2021	LCSRO	Lafayette County Sheriff	15,833.33	Auto
063472	8/9/2021	LCTC	Lafayette County Tax Collector	27,839.00	Auto
063473	8/9/2021	LN	Liberty National Life Insuranc	867.72	Auto
063474	8/9/2021	ME	Mowrey Elevator Co of FL	252.73	Auto
063475	8/9/2021	MP	Mayo Postmaster	330.00	Auto
063476	8/9/2021	MTRI	Med-Tech Resource Inc.	499.90	Auto
063477	8/9/2021	PD	Public Defender Occupancy Acco	378.69	Auto
063478	8/9/2021	PDIT	Public Defender I.T.	160.60	Auto
063479	8/9/2021	TNGO	The NET Group Online, Inc	1,600.00	Auto
063480	8/9/2021	AASW	Aucilla Area Solid Waste Admin	6,761.16	Auto
063481	8/9/2021	FCPA	FCPA	900.00	Auto
063482	8/9/2021	JUARBE	Juarbe Services LLC	1,330.00	Auto
063483	8/9/2021	MF	Mayo Fertilizer	100.00	Auto
063484	8/9/2021	PRCO	Preferred Rental Company	1,950.00	Auto
063485	8/9/2021	SCL	Suwannee County Landfill	6,732.78	Auto
063486	8/9/2021	WELEC	Wood's Electrical Services	13,250.00	Auto
063487	8/9/2021	WRW	W R Williams Distributors	13,498.94	Auto
063488	8/9/2021	BR	Blue Rok, Inc.	4,569.00	Auto
063489	8/9/2021	LCPA	Lafayette County Property App.	25,411.67	Auto
063490	8/9/2021	LCSE	Lafayette County Sup of Electi	20,758.75	Auto
063491	8/9/2021	SA	David A. Phelps	1,646.67	Auto

Bank Code: A General Fund


Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063492	8/9/2021	SAIT	David A. Phelps	893.02	Auto
063493	8/9/2021	SSC	Security Safe Company, Inc.	40.00	Auto
Bank A Total:				<u>331,809.54</u>	
Report Total:				<u><u>331,809.54</u></u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 9TH DAY OF AUGUST 2021.





Lisa Walker



Carnest D. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON AUGUST 9, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Communications	526-410	_____	\$ 411.83
Windstream	Communications	526-410	_____	\$ 257.39
AT&T	Communications	526-410	_____	\$ 125.00
TOTAL				\$ 794.22

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Gisa Walker

Darnest L. Jones

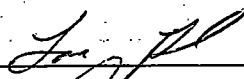

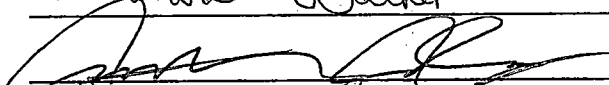
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON AUGUST 9, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
SVEC	Utilities	552-430		\$ 43.69
TOTAL				\$ 43.69

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 9TH DAY OF AUGUST, 2021.



 Awa Walker

 Earnest L. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

FROM THE LAFAYETTE COUNTY STATE BANK, ON AUGUST 9, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Clemons, Rutherford, & Associates	Professional Services	526-310		\$ 20,613.84
TOTAL				\$ 20,613.84

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 9TH DAY OF AUGUST, 2021.

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Riva Walker

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Darnest S. Jones

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND**

**Lafayette County Board of County Commissioners for and on behalf of Lafayette
County Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Lafayette County Board of County Commissioners for and on behalf of Lafayette County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work:**

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
 - o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
 - o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
 - o Provide the Certification of Credentials for the Single Administrative Head; and
 - o Provide a Certification of Hours, Free Library Service and Access to Materials.
- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator

Florida Department of State
 R.A. Gray Building
 Mail Station # 9D
 500 South Bronough Street
 Tallahassee, FL 32399-0250
 Phone: 850.245.6620
 Email: marian.deeney@dos.myflorida.com

For the Grantee:

Dale Collum
 Lafayette County Public Library
 Post Office Box 418 Mayo Florida 32066
 Phone:
 Email: dcollum@3riverslibrary.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid

to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

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

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received; will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

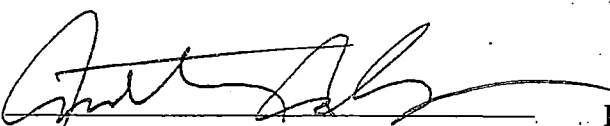
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

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

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: Department of State

By:  By: _____
 Chair of Governing Body or Chief Executive Officer

Anthony Adams, Chairman Amy L. Johnson, Director
 Division of Library and Information Services
 Department of State, State of Florida

8/9/21 _____
 Date Date

 Clerk or Chief Financial Officer Witness

 Typed name and title Date

 Date

PLEASE COMPLETE THIS PAGE