

PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, June 22, 2020 at 5:30 p.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
 - 1) Suwannee River Water Management District – present the Board with payment in lieu of taxes.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Robert Hinkle – Building/Zoning.
 - 1) Discuss business tax receipts.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Consider an Interlocal Agreement for the North Florida Workforce Consortium for approval.
7. Discuss the Sims Farm property.
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.

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.

MAYO FREE PRESS

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

Affidavit of Publication

STATE OF FLORIDA COUNTY OF LAFAYETTE:

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

PUBLIC NOTICE

in the matter of

Public Notice - LCBCB will be holding a regular meeting on 06/22/2020

was published in the said newspaper on the following day(s), namely Mayo Free Press: 06/18/20.

Affiant further says that the said Mayo Free Press is a newspaper published at Mayo Free Press in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

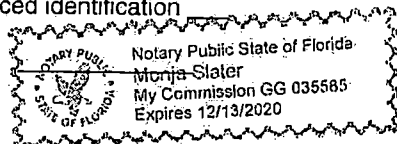
Signed: Madonna Hoover

Sworn to and subscribed before me on this day:
Date: June 18, 2020

Notary Public: Monja Slater

Personally known or produced identification

Type of identification produced:



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See www.lafayetteclerk.com for updates and amendments to the agenda. 06/18/2020

Ad # 401041

**INTERLOCAL AGREEMENT CONTINUING
THE NORTH FLORIDA WORKFORCE CONSORTIUM**

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the SIX (6) Counties passing resolutions to that effect, the Counties of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor, of the State of Florida,

WITNESSETH

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the North Florida Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the counties of Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor Counties desire to form a Local Workforce Development Area (LWDA)

for WIOA and other workforce development activities, and has been designated by the Governor of the State of Florida as such; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Boards of County Commissioners of each of the parties finds value in forming an undivided network amongst these and other rural counties within the state and strongly advocates for longstanding cohesiveness of rural communities; and

WHEREAS, WIOA required an agreement be entered into between the jurisdictions which comprise the LWDA; and

WHEREAS, the parties to this Agreement desire its jurisdiction be included in regional workforce development initiatives to avail its citizens of the benefits of any programs, grants, or funding sources as may be available to support workforce activities; and

WHEREAS, the parties to this Agreement formed a Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and for other good and valuable consideration, the parties agree and understand as follows:

1. Continuation of the North Florida Workforce Consortium

A multi-jurisdictional arrangement, the "North Florida Workforce Consortium" or

Interlocal Agreement
North Florida Workforce Development Consortium
Effective: 7/1/2020
Page 2

"Consortium" shall continue for the express purpose of carrying out the individuals responsibilities of each party to this Agreement under the among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Innovation and Opportunity Act (2014) and other applicable statutes.

The Consortium shall consist of six (6) members. The Boards of County Commissioners of each county shall each designate a member of their County Commission to serve as the County's representative on the Consortium.

2. Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general-purpose political subdivision which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Hamilton County Board of County Commissioners	Jasper, Florida
Jefferson County Board of County Commissioners	Monticello, Florida
Lafayette County Board of County Commissioners	Mayo, Florida
Madison County Board of County Commissioners	Madison, Florida
Suwannee County Board of County Commissioners	Live Oak, Florida
Taylor County Board of County Commissioners	Perry, Florida

3. Consideration

Interlocal Agreement
North Florida Workforce Development Consortium
Effective: 7/1/2020
Page 3

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the six (6) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

Pursuant to the Governor's designation, the six members constituting the North Florida Workforce Consortium and North Florida Workforce Development Board, Inc. shall be the LWDB areas provided for in Section 107 (c)(1)(B)(i)(I)(II)(ii), Florida Statutes, Workforce Innovation Act (2000) and Florida's workforce development initiatives as designated by the Governor for the geographical area covered by this Agreement.

5. Size of Population to be Served

The population of the six-county area to be served by this Agreement is 121,614, based upon the population projections according to the American Community Survey (ACS), 2018.

6. Federal and State Requirements

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, Florida Workforce Innovation Act of 2000, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and any other applicable state and federal rules and regulations.

7. Joint Understanding

The following terms and conditions reflect the joint understanding between the parties:

8. Membership

- a. The Consortium consists of the six (6) member governments represented by elected officials designated to serve by their respective Commission. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be an elected official to the Commission.
- b. The officers of the Consortium shall include a chair. This officer shall be elected from among and by the membership of the Consortium for a term of one calendar year and shall hold office until a successor is duly elected. The Chair shall also serve as the Chief Local Elected Official (CLEO) for the LWDA.

9. Duties and Responsibilities of the Consortium

- a. To establish the North Florida Workforce Development Board, Inc. (NFWDB) where such authority is delegated by an individual Board of County Commissioners to its Consortium member.
- b. To appoint the members of the North Florida Workforce Development Board, Inc. (NFWDB), in accordance with the WIOA and other prescriptive legislation. NFWDB shall consist of members as provided for under WIOA:
 - i. The Consortium will make private-sector appointments, assuring a 51% private-sector majority.
 - ii. No single local government elected official may represent a local government on both the Consortium and NFWDB, however any elected official may sit on NFWDB in another professional capacity.
- c. To select a grant recipient, and administrative entity to administer WIOA and other applicable statutes/programs/funds.

- d. To enter into agreements with each other regarding the LWDA.
- e. Together with NFWDB, review and approve the Local Workforce Plan, modifications thereto, and submit to the Governor.
- f. To disburse funds upon local Board direction where one of the parties to the agreement is the grant recipient or to make provision for and approve the manner in which funds will be disbursed including FCWD, Inc. role in approving expenditures
- g. To approve Memorandum of Understanding (MOU) and Infrastructure Funding Agreements (IFA) between NFWDB and One-Stop partners.
- h. To approve the NFWDB budget for carrying out its duties.
- i. To provide oversight and guidance in conjunction with the NFWDB.
- j. To accept responsibility for compliance and accountability for State and Federal funds.
- k. To empower NFWDB to enter into agreements with the State of Florida Department of Economic Opportunity or other entity in order to administer and manage relevant programs.
- l. To establish rules for the conduct of business.
- m. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA and Florida's workforce development initiative.

10. Meetings

- a. The Chair shall preside over Consortium meetings and shall perform all duties incident to that office. In the absence of the Chair, a chair pro tempore shall be appointed and preside over the meetings and shall assume and exercise the duties of the chair.
- b. Meetings shall be held at the discretion of the Chair.
- c. Meetings shall be noticed and declared public meetings, open to the

public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

- d. A quorum at any Consortium meeting shall consist of any three (3) members or their designated alternates. A quorum is required to transact Consortium business.
- e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

11. Financial Support

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department Of Labor under the WIOA or other Workforce Development, Welfare Legislation, or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.
- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIOA, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including the WIOA and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude local governments from expending funds under their jurisdiction on workforce development programs. However, in accordance with Section 107(d)(12)(B)(i)(II) of

WIOA, each county recognizes that appointing a local Board does not release the local elected officials or the Governor of the State of Florida of the liability for misuse of the grant funds obtained under WIOA.

12. Signatory

The chair shall act as signatory for the Consortium except as provided above. In the absence of the chair, any of the other members may sign for the Consortium in the chair's stead.

13. Prior Agreements

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

14. Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Construction

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

16. Invalid Provision/Severability

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such Interlocal Agreement

provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17. Waiver of Rights

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

18. Agreement Not Prohibited by Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

19. Workforce Area Designation

Pursuant to the designation by the Governor, the six (6) counties constituting the Consortium shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

20. Legal Requirements

- a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.
- b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

21. Duration of Agreement

This Agreement shall have the duration equal to the period that the Workforce Development Area designation remains in effect for the geographical area identified herein. Any parties to the Agreement may withdraw from this Agreement by passing a resolution to such effect and providing thirty (30) days' notice to the other parties to this Agreement. However, the validity, force, and effect of this Agreement shall not be

affected by the withdrawal of one (1) or more parties to this Agreement.

22. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the North Florida Workforce Consortium and shall be effective July 1, 2020 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2020.

23. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

- a. The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;
- b. All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties;
- c. If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the

Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

BOOK 42 PAGE 468

Jefferson County, Florida

BY:



J.T. Surles, Chairman

DATE:

June 18, 2020

ATTEST:

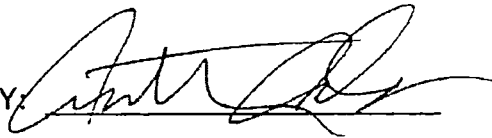


Kirk Reams, Clerk of Courts

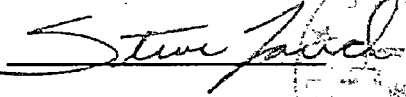
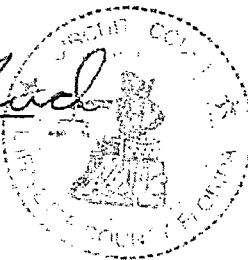
SIGNATURE PAGE

BOOK 42 PAGE 469

Lafayette County, Florida

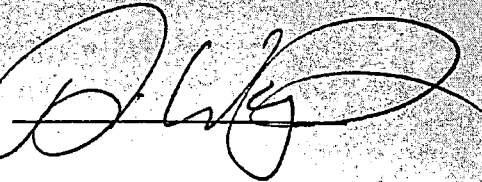
BY: 

DATE: 6/23/20

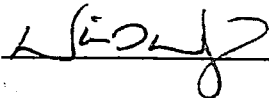
ATTEST:  

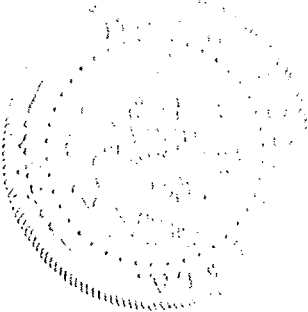
SIGNATURE PAGE

Madison County, Florida

BY: 

DATE: 6/10/2020

ATTEST: 



SIGNATURE PAGE

BOOK 42 PAGE 471

Hamilton County, Florida

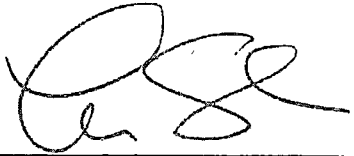
BY: Robert Brown
Robert Brown, Chairman
Bd of Co. Commissioners

DATE: 7/7/20

ATTEST: [Signature]
Corea Godwin
Ex-officio Clerk

SIGNATURE PAGE

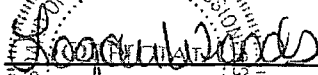

Suwannee County, Florida

BY: 

BOOK 42 PAGE 472

DATE: Dec. 16, 20

ATTEST:



SEAL

SIGNATURE PAGE

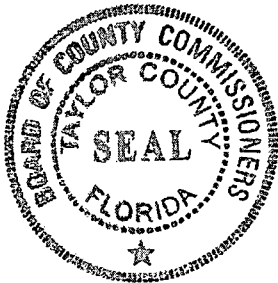
BOOK 42 PAGE 473

Taylor County, Florida

BY: Sam Feag

DATE: 7/6/20

ATTEST: Gary Koud, D.C.

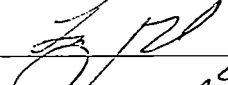



Check History Report
Sorted By Check Number
Activity From: 6/22/2020 to 6/22/2020

Bank Code: A General Fund

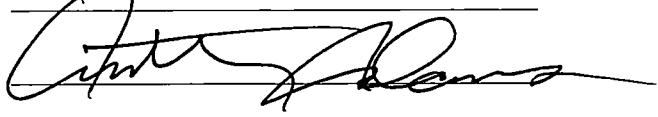
Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
061713	6/22/2020	BEARD	Beard Equipment Company	264.94	Auto
061714	6/22/2020	BSW	Blue Summit Waters, LLC	183.25	Auto
061715	6/22/2020	CINTAS	Cintas Corporation #148	190.88	Auto
061716	6/22/2020	DE	Duke Energy	4,314.19	Auto
061717	6/22/2020	EWL	EnviroWaste LLC	800.00	Auto
061718	6/22/2020	FCPA	FCPA	600.00	Auto
061719	6/22/2020	FFB	First Federal Bank of Florida	804.95	Auto
061720	6/22/2020	HLCI	Hart Land Clearing, Inc	1,150.00	Auto
061721	6/22/2020	KWB	Ketchum, Wood & Burgert	79.00	Auto
061722	6/22/2020	L4H	Lafayette 4-H	1,579.27	Auto
061723	6/22/2020	MTG	Matheson Tri-Gas Inc.	542.08	Auto
061724	6/22/2020	QMC	Quick Med Claims	751.20	Auto
061725	6/22/2020	SCL	Suwannee County Landfill	5,483.56	Auto
061726	6/22/2020	TAP	Tapco, Inc.	1,168.00	Auto
061727	6/22/2020	TCI	Tri-County Irrigation, Inc.	65.58	Auto
061728	6/22/2020	VCO	Vann Carpet One	1,338.94	Auto
061729	6/22/2020	WRW	W R Williams Distributors	28.28	Auto
061730	6/22/2020	A3G	A3 Graphics	528.00	Auto
061731	6/22/2020	BES	Bureau of Elevator Safety	75.00	Auto
061732	6/22/2020	BR	Blue Rok, Inc.	259.81	Auto
061733	6/22/2020	GLC	Greatamerica Financial Service	300.09	Auto
061734	6/22/2020	JDC	John Deere Credit	13,138.43	Auto
061735	6/22/2020	LEGAL	Legal Shield	148.50	Auto
061736	6/22/2020	LEWIS	Lewis Petroleum Co.	400.00	Auto
061737	6/22/2020	MOS	McCrimon's Office Supply	68.95	Auto
061738	6/22/2020	MP	Mayo Postmaster	76.00	Auto
061739	6/22/2020	MTC	Mayo Truss Company	197.60	Auto
061740	6/22/2020	QC	Quill Corporation	67.58	Auto
061741	6/22/2020	RALLC	Realauction.com LLC	4,005.00	Auto
061742	6/22/2020	SGMG	South Georgia Media Group	7,507.50	Auto
061743	6/22/2020	SRAH	Suwannee River Ace Hardware	98.67	Auto
061744	6/22/2020	SSC	Security Safe Company, Inc.	169.00	Auto
061745	6/22/2020	VW	Verizon Wireless	232.92	Auto
061748	6/22/2020	AAAPORT	AAA Porta Serve	80.00	Auto
061749	6/22/2020	ACBCC	Alachua County BOCC	1,014.33	Auto
061750	6/22/2020	ATCL	Andersons' Tri-county Locksmit	64.00	Auto
061751	6/22/2020	BR	Blue Rok, Inc.	396.26	Auto
061752	6/22/2020	DE	Duke Energy	1,105.40	Auto
061753	6/22/2020	DISH	Dish Network	126.77	Auto
061754	6/22/2020	MACL	Mayo Air Conditioning, LLC	175.00	Auto
061755	6/22/2020	MFP	Mayo Free Press	24.00	Auto
061756	6/22/2020	MOS	McCrimon's Office Supply	28.00	Auto
061757	6/22/2020	PR	Preble-Rish\Dewberry Engineers Inc	13,000.00	Auto
061758	6/22/2020	QC	Quill Corporation	236.88	Auto
061759	6/22/2020	SCM	Southern Correctional Medicine	38.71	Auto
061760	6/22/2020	SICD	Standard Insurance Company	2,719.56	Auto
061761	6/22/2020	SICL	Standard Insurance Company	354.10	Auto
061762	6/22/2020	SICV	Standard Insurance Company	431.84	Auto
061763	6/22/2020	W	Windstream	3,116.25	Auto
061764	6/22/2020	FLGHIC	FL Local Government Health Insurance Consortium	63,273.83	Auto
Bank A Total:				132,802.10	
Report Total:				132,802.10	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 22ND DAY OF JUNE 2020.





Lisa Walker



BOOK 42 PAGE 475

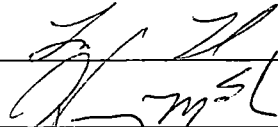
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

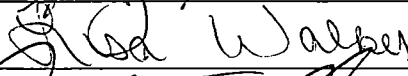
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.


FROM THE FIRST FEDERAL BANK, ON JUNE 22, 2020.

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

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JUNE, 2020.







BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

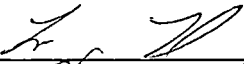
■ T OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

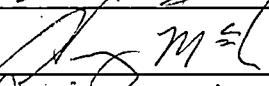
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FROM THE LAFAYETTE COUNTY STATE BANK, ON JUNE 22, 2020.

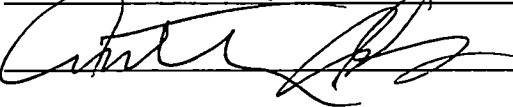
TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Clemons, Rutherford, & Associates	Professional Services	526-310		\$ 16,098.03
■ TAL				\$ 16,098.03

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 22ND DAY OF JUNE, 2020.









Agreement Number: _____

CARES ACT FUNDING AGREEMENT

This agreement is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Lafayette County, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any 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 Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and

- will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.
- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period

- of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
 - g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
 - h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
 - i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Subrecipient of such non-compliance.
- d. The Subrecipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
- e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12)MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is

appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
- d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

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

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,

- iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

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

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 Exhibit 1 - Funding Sources
 Attachment A - Certification Statement
 Attachment B - Program Statutes and Regulations
 Attachment C - Statement of Assurances

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Lafayette COUNTY is in the amount of \$ 367,394.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash

management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.

- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

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

- extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22)LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23)ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24)EQUAL OPPORTUNITY EMPLOYMENT

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

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

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- ii. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- iii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- v. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- vi. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vii. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- viii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- ix. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

(28) SUSPENSION AND DEBARMENT

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

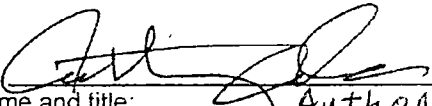
(29)BYRD ANTI-LOBBYING AMENDMENT

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

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

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUBRECIPIENT:
XXXXX

By: 
Name and title: Anthony Adams Chairman - ACC
Date: 6/22/20
FID# 59-6000692

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Allison McLeary
Name and Title: XXXX
Date: 7-15-20

Interim Bureau Chief

Digitally signed by Allison McLeary
DN: cn=org, o=DEAL, ou=Recovery,
ou=RecoveryCoordination, cn=Allison McLeary,
email=Allison.McLeary@emr.florida.com
Date: 2020.07.15 11:55:39 -0400

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: XXX

Catalog of State Financial Assistance number: XXX

Amount of State Funding: XXX

Attachment B
Program Statutes and Regulations

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes prohibited	Disbursement of grant and aids appropriations for lobbying
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

Attachment A – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Anthony Adams am the Authorized Agent of Lafayette County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.

3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

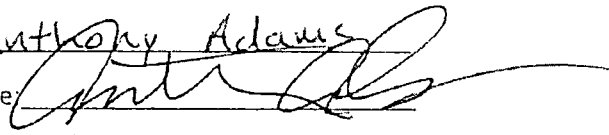
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:

- a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
- c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Anthony Adams
 Signature: 
 Title: Chairman - BCC
 Date: 6/22/20

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Lafayette County, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The sub-recipient, Lafayette County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: Anthony Adams

Signature: [Handwritten Signature]

Title: Chairman - BCC

Date: 7/14/20

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Allison McLeary

Name and Title:

Date: 7-15-20

Digitally signed by Allison McLeary
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, ou=RecoveryCoordination,
cn=Allison McLeary,
email=Allison.McLeary@em.myflorida.com
Date: 2020.07.15 11:56:55 -0400

Interim Bureau Chief

RESOLUTION NO. 2020-06-03
STATE OF EMERGENCY EXTENSION #13

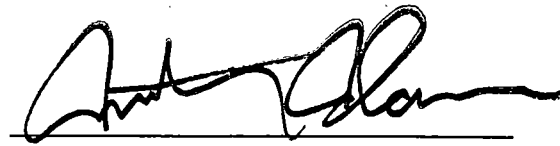
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

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 June 11, 2020 thru June 18, 2020, unless cancelled before that time.

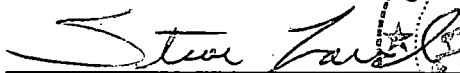
ENACTED this 11th day of June, 2020 effective from June 11, 2020 until June 18, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

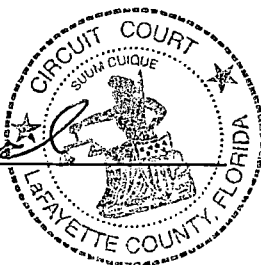


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



RESOLUTION NO. 2020-06-04

STATE OF EMERGENCY EXTENSION #14

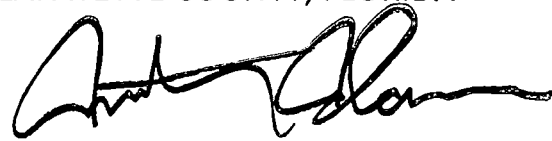
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

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 June 18, 2020 thru June 25, 2020, unless cancelled before that time.

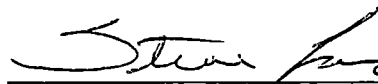
ENACTED this 18th day of June, 2020 effective from June 18, 2020 until June 25, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

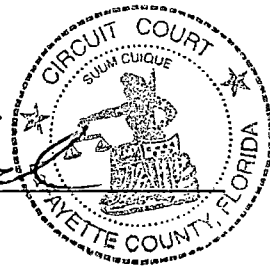


Anthony Adams, Chairman

Attest:



Steve Land, Clerk



RESOLUTION NO. 2020-06-05

STATE OF EMERGENCY EXTENSION #15

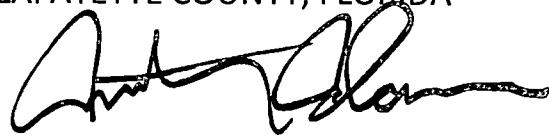
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

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 June 25, 2020 thru July 2, 2020, unless cancelled before that time.

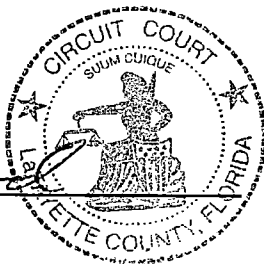
ENACTED this 25th day of June, 2020 effective from June 25, 2020 until July 2, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:


Steve Land, Clerk

This Instrument Prepared By:
Celeda Wallace
Action No. [REDACTED]
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

Inst: 202034001070 Date: 07/14/2020 Time: 10:32AM
Page 1 of 15 B: 407 P: 143. Steve Land. Clerk of Court Lafayette.
County. By: BM
Deputy Clerk Doc Stamp-Deed: 0.70

INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

Easement No. 42429
BOT File No. [REDACTED]
PA No. ERP-067-231760-2

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to State of Florida Department of Transportation and Lafayette County, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 27, Township 07 South, Range 10 East, in , Steinhatchee River, Lafayette County, Florida, containing 4,714 square feet, more or less, as is more particularly described and shown on Attachment A, dated October 31, 2017.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from February 7, 2020, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the use of 3,760 square feet in Attachment A as Parcel 805, for public transportation purposes (public vehicular bridge), plus temporary use of 954 square feet described in Attachment A as Parcel 705, until construction is completed, only by or under the supervision of the Grantee. Grantee shall not engage in any activity related to this use except as described in the Suwannee River Water Management Permit No. ERP-067-231760-2, dated December 18, 2019, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025

Lafayette County Board of County Commissioners
Post Office Box 88
Mayo, Florida 32066

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

3. WARRANTY OF TITLE/GUARANTEED SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective parties to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in-writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(63), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[Remainder of page intentionally left blank; Signature page follows]

BOOK 42 PAGE 502

IN WITNESS WHEREOF, the Grantee and the Grantor have executed this instrument on the day and year first above written.

WITNESSES:

Name Fewell
Original Signature

DANE FEWELL
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY: [Signature] (SEAL)

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

[Signature]
Original Signature

Kathy C Griffin
Print/Type Name of Witness

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 14th day of July 2020, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 5/31/2020
DEP Attorney Date

[Signature]
Notary Public, State of Florida

Printed, Typed or Stamped Name: KATHY C. GRIFFIN
My Commission Expires: MY COMMISSION # GG 927461
EXPIRES: November 27, 2023
Bonded Thru Notary Public Underwriters

Commission/Serial No. _____

WITNESSES:

Jordan Green
Original Signature

JORDAN L. GREEN
Typed/Printed Name of Witness

[Signature]
Original Signature

Douglas Ricus
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Columbia

State of Florida Department of Transportation (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Greg Evans
Typed/Printed Name of Executing Authority

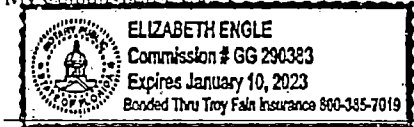
District Two Secretary
Title of Executing Authority

"GRANTEE"

MCB 6-11-20

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of June, 2020, by Greg Evans as District Two Secretary, for and on behalf of State of Florida Department of Transportation. He is personally known to me or who has produced _____ as identification.

My Commission Expires:



Commission/Serial No. GG 290383

Elizabeth Engle
Signature of Notary Public

Notary Public, State of Florida

Elizabeth Engle
Printed, Typed or Stamped Name

BOOK 42 PAGE 504

WITNESSES:

Steve Land
Original Signature

Steve Land
Typed/Printed Name of Witness

Hannah Owens
Original Signature

Hannah Owens
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Lafayette

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of June, 2020, by Anthony Adams as Chairman, for and on behalf of the Board of County Commissioners of Lafayette County, Florida. He is personally known to me or who has produced _____, as identification.

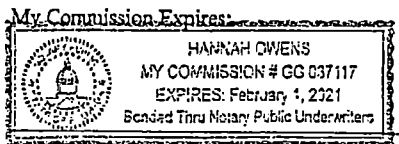
Lafayette County, Florida (SEAL)
By its Board of County Commissioners

BY: [Signature]
Original Signature of Executing Authority

Anthony Adams
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"GRANTEE"



Commission/Serial No. _____

Hannah Owens
Signature of Notary Public

Notary Public, State of Florida

Hannah Owens
Printed, Typed or Stamped Name

SKETCH OF DESCRIPTION FOR T.I.I.T.F. EASEMENT PARCEL 805

LEGEND

- B = BASELINE
- CONC. = CONCRETE
- E = EAST
- EXIST. = EXISTING
- (F) = DESIGNATED IN FIELD
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- F.P. = FINANCIAL PROJECT
- L3 = LINE TABLE REFERENCE
- LB = LICENSED BUSINESS
- LT = LEFT
- MON. = MONUMENT
- N = NORTH
- NAD = NORTH AMERICAN DATUM
- N.E. = NORTHEAST
- NO. = NUMBER
- N.T.S. = NOT TO SCALE
- N.W. = NORTHWEST
- O.H.W.L. = ORDINARY HIGH WATER LINE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- RNG. = RANGE
- R/W = RIGHT OF WAY
- RNG. = RANGE
- RT = RIGHT
- S = SOUTH
- S.E. = SOUTHEAST
- STA = STATION
- S.W. = SOUTHWEST
- T.I.I.T.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
- TWP. = TOWNSHIP
- U.S. = UNITED STATES
- W = WEST

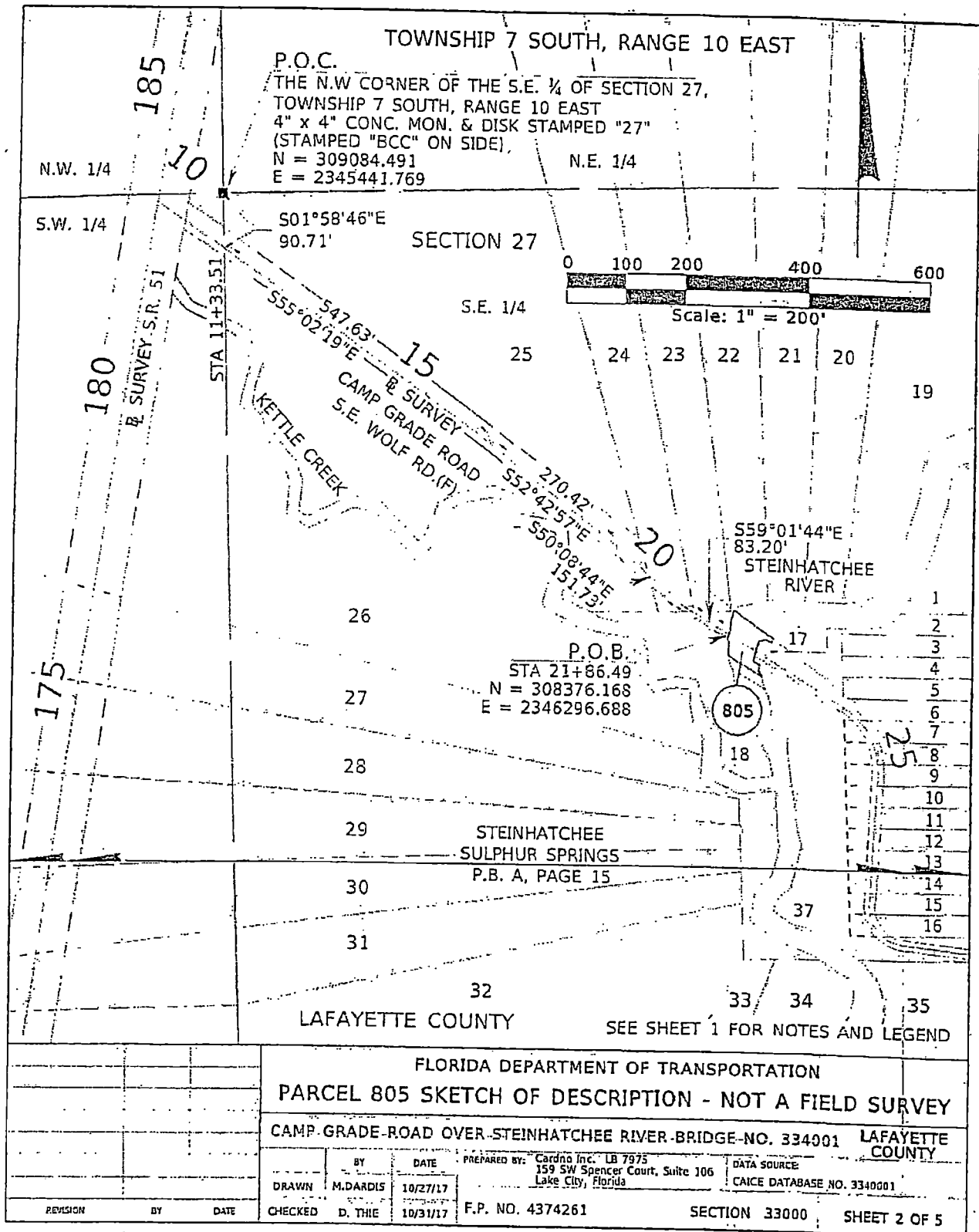
GENERAL NOTES:

1. THIS SKETCH OF DESCRIPTION DEPICTS A PROPOSED T.I.I.T.F. EASEMENT AND IS NOT A FIELD SURVEY.
2. THE COORDINATES, BEARINGS, AND DIMENSIONS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2007 ADJUSTMENT) AND ARE DISPLAYED IN ENGLISH UNITS AND U.S. SURVEY FEET, DERIVING A BEARING OF S55°02'19"E ALONG THE BASELINE OF SURVEY FOR CAMP GRADE ROAD / S.E. WOLF ROAD BETWEEN BEGIN SURVEY STATION 10+00.00, (N = 309070.341, E = 2345335.487), AND P.I. STATION 16+81.14 (N = 308680.032, E = 2345893.709).
3. THIS SKETCH OF DESCRIPTION IS BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY / MAINTENANCE MAP AND RIGHT OF WAY MAP SECTION 33000, FINANCIAL PROJECT NO. 4374261, CAMP GRADE ROAD / S.E. WOLF ROAD, LAFAYETTE COUNTY, ON FILE IN THE F.D.O.T. SURVEYING AND MAPPING DEPARTMENT, DISTRICT TWO, LAKE CITY, FLORIDA.
4. THE ORDINARY HIGH WATER LINE OF STEINHATCHEE RIVER, AS SHOWN HEREON, WAS LOCATED IN THE FIELD AS THE TOP OF THE BANK PER THE INSTRUCTIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING RECEIVED ON 6/07/2013.

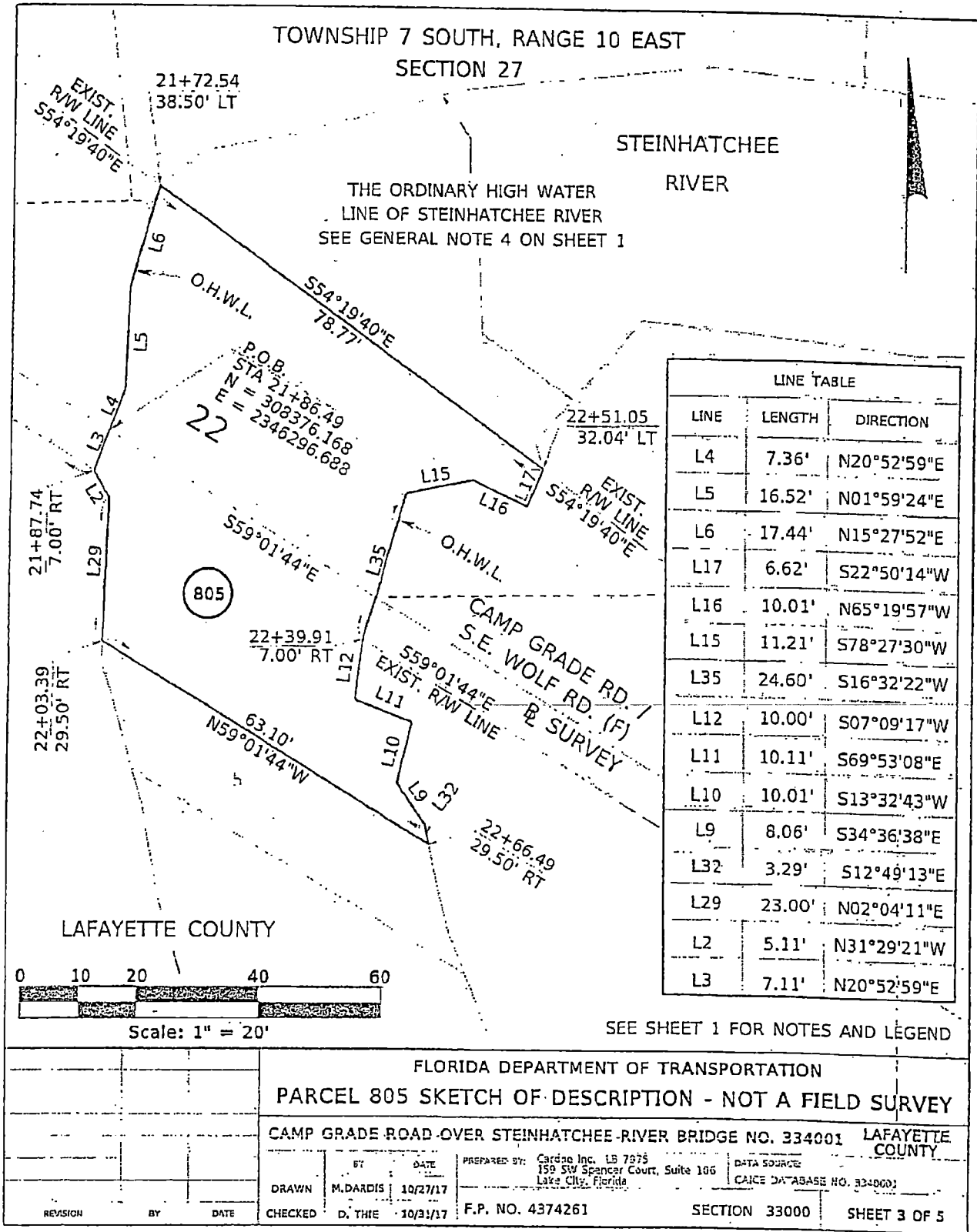
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SHEET 1 COVER SHEET	
SHEET 2 KEY SHEET	
SHEET 3 DETAIL SHEET	
SHEET 4 LEGAL DESCRIPTION	
SHEET 5 SURVEYOR'S CERTIFICATION	

FLORIDA DEPARTMENT OF TRANSPORTATION			
PARCEL 805 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY			
CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO. 334001		LAFAYETTE COUNTY	
	BY	DATE	PREPARED BY: Cardno Inc, LB 7975 159 SW Spencer Court, Suite 106 Lake City, Florida
	DRAWN	M. DARDIS	10/27/17
	CHECKED	D. THIE	10/31/17
		F.P. NO. 4374261	SECTION 33000 SHEET 1 OF 5



Attachment A
 Page 8 of 15 Pages
 Sovereignty Submerged Lands Easement No. 42429



Attachment A
Page 9 of 15 Pages
Sovereignty Submerged Lands Easement No. 42429

SECTION 33000
F.P. NO. 4374261

CAMP GRADE ROAD / S.E. WOLF ROAD

LAFAYETTE COUNTY

DESCRIPTION

PARCEL NUMBER 805

EASEMENT

That Portion Of The Sovereign State Lands Of Florida Lying Below The Ordinary High Water Line Of The "Steinhatchee River" In Section 27, Township 7 South, Range 10 East, Lafayette County, Florida, Being More Particularly Described As Follows:

Commence At The Northwest Corner Of The Southeast One-Quarter Of Section 27, Township 7 South, Range 10 East, Lafayette County, Florida; Thence South 01°58'46" East, Along The West Line Of Said Southeast One-Quarter, A Distance Of 90.71 Feet To The Baseline Of Survey Of Camp Grade Road / S.E. Wolf Road (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 33000, F.P. No. 4374261); Thence South 55°02'19" East, Along Said Baseline Of Survey, A Distance Of 547.63 Feet; Thence South 52°42'57" East, Along Said Baseline Of Survey, A Distance Of 270.42 Feet; Thence South 50°08'44" East, Along Said Baseline Of Survey, A Distance Of 151.73 Feet; Thence South 59°01'44" East, Along Said Baseline Of Survey, A Distance Of 83.20 Feet To The Westerly Ordinary High Water Line Of The Steinhatchee River, And The Point Of Beginning; Thence Northerly Along Said Westerly Ordinary High Water Line As Referenced By The Following 3 Courses: 1) North 20°52'59" East, A Distance Of 7.36 Feet; 2) Thence North 01°59'24" East, A Distance Of 16.52 Feet; 3) Thence North 15°27'52" East, A Distance Of 17.44 Feet To The Intersection Of Said Westerly Ordinary High Water Line And The Northerly Existing Right Of Way Line Of Said Camp Grade Road / S.E. Wolf Road; Thence South 54°19'40" East, A Distance Of 78.77 Feet To The Intersection Of Said Northerly Existing Right Of Way Line And The Easterly Ordinary High Water Line Of The Steinhatchee River; Thence Southerly Along Said Easterly Ordinary High Water Line As Referenced By The Following 9 Courses: 1) South 22°50'14" West, A Distance Of 6.62 Feet; 2) Thence North 65°19'57" West, A Distance Of 10.01 Feet; 3) Thence South 78°27'30" West, A Distance Of 11.21 Feet; 4) Thence South 16°32'22" West, A Distance Of 24.60 Feet; 5) Thence South 07°09'17" West, A Distance Of 10.00 Feet; 6) Thence South 69°53'08" East, A Distance Of 10.11 Feet; 7) Thence South 13°32'43" West, A Distance Of 10.01 Feet; 8) Thence South 34°36'38" East, A Distance Of 8.06 Feet; 9) Thence South 12°49'13" East, A Distance Of 3.29 Feet; Thence North 59°01'44" West, A Distance Of 63.10 Feet To The Westerly Ordinary High Water Line Of The Steinhatchee River; Thence Northerly Along Said Westerly Ordinary High Water Line As Referenced By The Following 3 Courses: 1) North 02°04'11" East, A Distance Of 23.00 Feet; 2) North 31°29'21" West, A Distance Of 5.11 Feet; 3) North 20°52'59" East, A Distance Of 7.11 Feet To The Intersection Of Said The Westerly Ordinary High Water Line And The Baseline Of Survey Of Camp Grade Road / S.E. Wolf Road, And The Point Of Beginning.

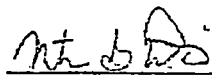
Containing 3,760 Square Feet, More Or Less.

		FLORIDA DEPARTMENT OF TRANSPORTATION	
		PARCEL 805 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY	
		CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO. 334001	
		LAFAYETTE COUNTY	
BY	DATE	PREPARED BY: Cardno Inc. Lb 7975 159 SW Spencer Court, Suite 106 Lake City, Florida	DATA SOURCE: CAICE DATABASE NO. 3340001
DRAWN	M. DARDIS	10/27/17	
CHECKED	D. THE	10/31/17	F.P. NO. 4374261
REVISION	BY	DATE	SECTION 33000 SHEET 4 OF 5

Attachment A
Page 10 of 15 Pages
Sovereignty Submerged Lands Easement No. 42429

BOOK 42 PAGE 509

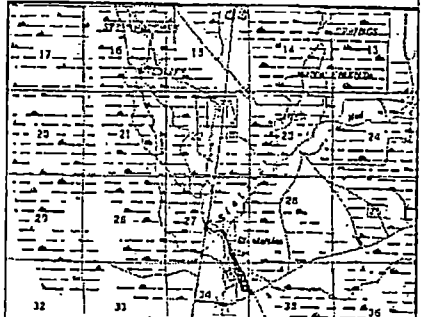

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

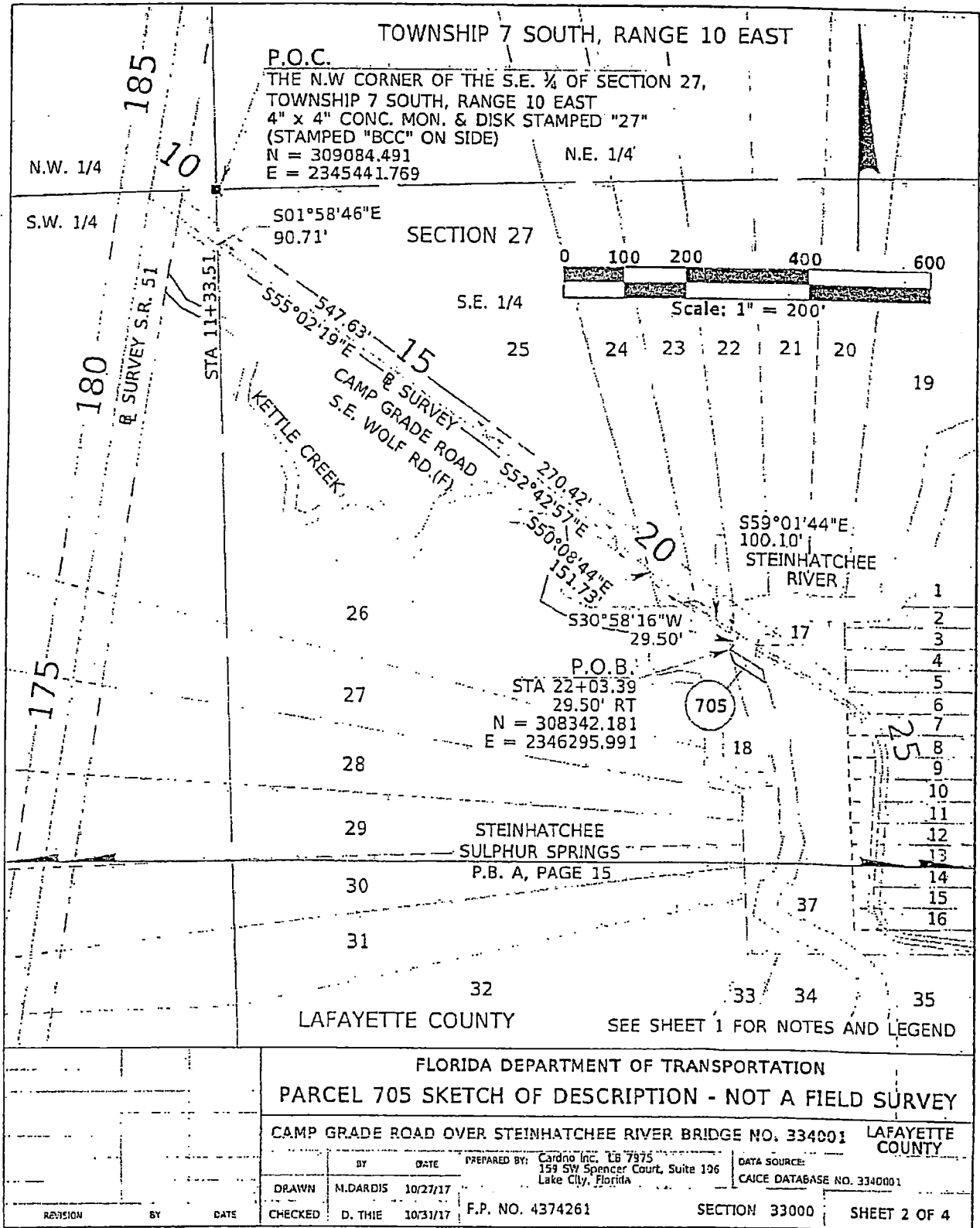

 Martin G. Dardis Date: 10/31/16
 Florida Professional Surveyor And Mapper No. 5097
 Cardno Inc.
 159 S.W. Spencer Court, Suite 106
 Lake City, Florida 32024
 (386) 755-2626 Ext. 207



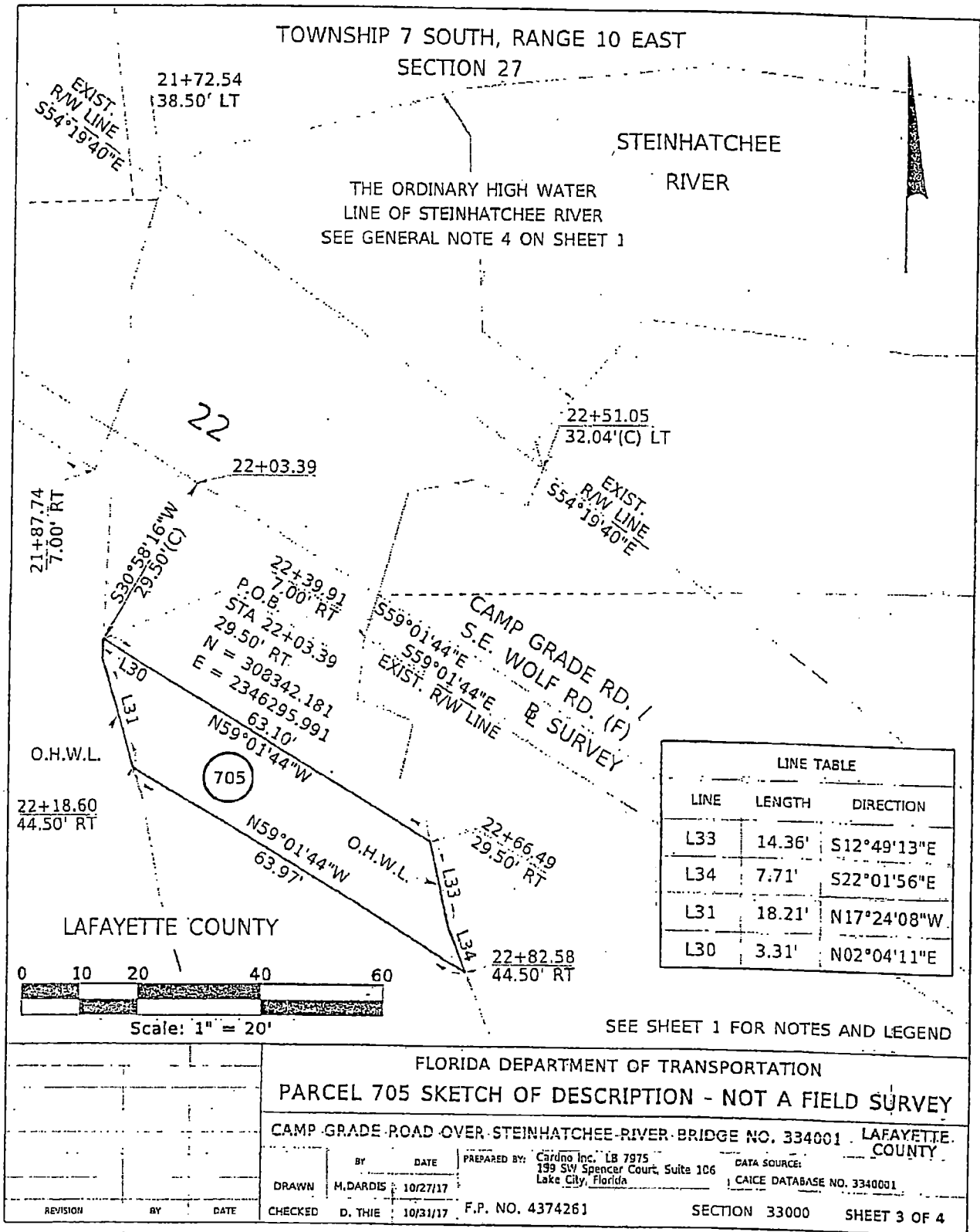
This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.

FLORIDA DEPARTMENT OF TRANSPORTATION							
PARCEL 805 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY							
CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO. 334001						LAFAYETTE COUNTY	
	BY	DATE	PREPARED BY	Cardno Inc. LB 7975 159 SW Spencer Court, Suite 106 Lake City, Florida	DATA SOURCE	CANCE DATABASE #03340001	
DRAWN	M.DARDIS	10/27/17					
REVISION	BY	DATE	CHECKED	D. THIE	10/31/17	F.P. NO. 4374261	SECTION 33000 SHEET 5 OF 5

LEGEND		SKETCH OF DESCRIPTION FOR T.I.I.T.F. EASEMENT PARCEL 705																																													
B = BASELINE CONC. = CONCRETE E = EAST EXIST. = EXISTING (F) = DESIGNATED IN FIELD F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION F.P. = FINANCIAL PROJECT L3 = LINE TABLE REFERENCE LB = LICENSED BUSINESS LT = LEFT MON. = MONUMENT N = NORTH NAD = NORTH AMERICAN DATUM N.E. = NORTHEAST NO. = NUMBER N.T.S. = NOT TO SCALE N.W. = NORTHWEST O.H.W.L. = ORDINARY HIGH WATER LINE P.B. = PLAT BOOK PG. = PAGE P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT RNG. = RANGE R/W = RIGHT OF WAY RNG. = RANGE RT = RIGHT S = SOUTH S.E. = SOUTHEAST STA = STATION S.W. = SOUTHWEST T.I.I.T.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND TWP. = TOWNSHIP U.S. = UNITED STATES W = WEST		<div style="text-align: center;">  <p>(VICINITY MAP) N.T.S.</p> <p>EASEMENT LOCATION</p> </div> <p>GENERAL NOTES:</p> <ol style="list-style-type: none"> 1. THIS SKETCH OF DESCRIPTION DEPICTS A PROPOSED T.I.I.T.F. EASEMENT AND IS NOT A FIELD SURVEY. 2. THE COORDINATES, BEARINGS, AND DIMENSIONS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2007 ADJUSTMENT) AND ARE DISPLAYED IN ENGLISH UNITS AND U.S. SURVEY FEET, DERIVING A BEARING OF S55°02'19"E ALONG THE BASELINE OF SURVEY FOR CAMP GRADE ROAD / S.E. WOLF ROAD BETWEEN BEGIN SURVEY STATION 10+00.00, (N = 309070.341, E = 2345335.487), AND P.I. STATION 16+81.14 (N = 308680.032, E = 2345893.709). 3. THIS SKETCH OF DESCRIPTION IS BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY / MAINTENANCE MAP AND RIGHT OF WAY MAP SECTION 33000, FINANCIAL PROJECT NO. 4374261, CAMP GRADE ROAD / S.E. WOLF ROAD, LAFAYETTE COUNTY, ON FILE IN THE F.D.O.T. SURVEYING AND MAPPING DEPARTMENT, DISTRICT TWO, LAKE CITY, FLORIDA. 4. THE ORDINARY HIGH WATER LINE OF STEINHATCHEE RIVER, AS SHOWN HEREON, WAS LOCATED IN THE FIELD AS THE TOP OF THE BANK PER THE INSTRUCTIONS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING RECEIVED ON 6/07/2013. 	<div style="text-align: center;">  <p>NORTH</p> </div>																																												
TABLE OF CONTENTS SHEET 1 COVER SHEET SHEET 2 KEY SHEET SHEET 3 DETAIL SHEET SHEET 4 LEGAL DESCRIPTION & SURVEYOR'S CERTIFICATION		FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 705 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO. 334001 LAFAYETTE COUNTY																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">REVISION</td> <td style="width: 10%; text-align: center;">BY</td> <td style="width: 10%; text-align: center;">DATE</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		REVISION	BY	DATE																		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">DRAWN</td> <td style="width: 15%;">M. DARDIS</td> <td style="width: 15%; text-align: center;">DATE</td> <td style="width: 15%;">10/27/17</td> <td style="width: 15%; text-align: center;">PREPARED BY:</td> <td style="width: 20%;">Caridno Inc. LB 7975 159 SW Spencer Court, Suite 106 Lake City, Florida</td> <td style="width: 15%; text-align: center;">DATA SOURCE:</td> <td style="width: 15%;">CAICE DATABASE NO. 3340001</td> </tr> <tr> <td style="text-align: center;">CHECKED</td> <td>D. THIE</td> <td style="text-align: center;">DATE</td> <td>10/31/17</td> <td style="text-align: center;">F.P. NO.</td> <td>4374261</td> <td style="text-align: center;">SECTION</td> <td>33000</td> </tr> <tr> <td colspan="6"></td> <td style="text-align: center;">SHEET</td> <td>1 OF 4</td> </tr> </table>		DRAWN	M. DARDIS	DATE	10/27/17	PREPARED BY:	Caridno Inc. LB 7975 159 SW Spencer Court, Suite 106 Lake City, Florida	DATA SOURCE:	CAICE DATABASE NO. 3340001	CHECKED	D. THIE	DATE	10/31/17	F.P. NO.	4374261	SECTION	33000							SHEET	1 OF 4
REVISION	BY	DATE																																													
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						SHEET	1 OF 4																																								



Attachment A
 Page 13 of 15 Pages
 Sovereignty Submerged Lands Easement No. 42429



BOOK 42 PAGE 513

SECTION 33000
F.P. No. 4374261

CAMP GRADE ROAD / S.E. WOLF ROAD

LAFAYETTE COUNTY

DESCRIPTION

PARCEL NUMBER 705

TEMPORARY CONSTRUCTION EASEMENT

That Portion Of The Sovereign State Lands Of Florida Lying Below The Ordinary High Water Line Of The "Steinhatchee River" In Section 27, Township 7 South, Range 10 East, Lafayette County, Florida, Being More Particularly Described As Follows:

Commence At The Northwest Corner Of The Southeast One-Quarter Of Section 27, Township 7 South, Range 10 East, Lafayette County, Florida; Thence South $01^{\circ}58'46''$ East, Along The West Line Of Said Southeast One-Quarter, A Distance Of 90.71 Feet To The Baseline Of Survey Of Camp Grade Road / S.E. Wolf Road (A Variable Width Right Of Way, As Per Florida Department Of Transportation Right Of Way Map, Section No. 33000, F.P. No. 4374261); Thence South $55^{\circ}02'19''$ East, Along Said Baseline Of Survey, A Distance Of 547.63 Feet; Thence South $52^{\circ}42'57''$ East, Along Said Baseline Of Survey, A Distance Of 270.42 Feet; Thence South $50^{\circ}08'44''$ East, Along Said Baseline Of Survey, A Distance Of 151.73 Feet; Thence South $59^{\circ}01'44''$ East, Along Said Baseline Of Survey, A Distance Of 100.10 Feet; Thence South $30^{\circ}58'16''$ West, A Distance Of 29.50 Feet To The Westerly Ordinary High Water Line Of The Steinhatchee River And The Point Of Beginning; Thence South $59^{\circ}01'44''$ East, A Distance Of 63.10 Feet To The Easterly Ordinary High Water Line Of The Steinhatchee River; Thence Southerly Along Said Easterly Ordinary High Water Line As Referenced By The Following 2 Courses 1) Thence South $12^{\circ}49'13''$ East, A Distance Of 14.36 Feet; 2) Thence South $22^{\circ}01'56''$ East, A Distance Of 7.71 Feet; Thence North $59^{\circ}01'44''$ West, A Distance Of 63.97 Feet To The Westerly Ordinary High Water Line Of The Steinhatchee River; Thence Northerly Along Said Westerly Ordinary High Water Line As Referenced By The Following 2 Courses: 1) North $17^{\circ}24'08''$ West, A Distance Of 18.21 Feet; 2) Thence North $02^{\circ}04'11''$ East, A Distance Of 3.31 Feet To The Point Of Beginning.

Containing 954 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief This Legal Description Is True, Accurate, And Was Prepared Under My Direction. I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.

M. G. Dardis
 Martin G. Dardis Date: 10/31/17
 Florida Professional Surveyor And Mapper No. 5097
 Cardno Inc.
 159 S.W. Spencer Court, Suite 106
 Lake City, Florida 32024
 (386) 755-2626 Ext. 207



This Description And Copies Thereof Are Not Valid Without The Surveyor's Signature And Original Raised Seal.

FLORIDA DEPARTMENT OF TRANSPORTATION							
PARCEL 705 SKETCH OF DESCRIPTION - NOT A FIELD SURVEY							
CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO. 334001						LAFAYETTE COUNTY	
DRAWN		M. DARDIS		10/27/17		PREPARED BY Cardno Inc. 18 7975 159 SW Spencer Court, Suite 106 Lake City, Florida	
CHECKED		D. THIE		10/31/17		DATA SOURCE CAICE DATABASE NO 3340001	
REVISION		BY		DATE		F.P. NO. 4374261 SECTION 33000 SHEET 4 OF 4	