

REGULAR MEETING
JUNE 12, 2017
9:00 A.M.

BOOK 38 PAGE 344

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's meeting room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Thomas E. Pridgeon, Jr., Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously to approve the minutes.

RESOLUTION NO. 2017-06-01

On a motion by Mr. Lamb and a second by Mr. Adams, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2017-06-01 by title only. On a motion by Mr. Pridgeon and a second by Mr. Adams, the Board voted unanimously to approve the resolution to designate the week of July 16-22, 2017 as Pretrial, Probation and Parole Supervision Week.

LAFAYETTE ACTIVITIES GROUP

Kelli Joyner and Tresa Jackson, with the Lafayette Activities Group, requested a donation from the Board for the July 4th festivities to be held at the Edward Perry Sports Complex. On a motion by Mr. Pridgeon and a second by Mrs. Walker, the Board voted unanimously to agree to donate \$1,000.00, as they have in previous years. The Board also agreed to allow vendors to be at the park that night, as long as they contribute a percentage of their proceeds to the Lafayette Activities Group.

VALERIE MCKNIGHT – SPECIAL ASSESSMENT REQUEST

Valerie McKnight came before the Board to request exemption from payment on past due special assessments that were owed on her property. The Board discussed the current policy

that is in place regarding past due special assessments with her. On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve her working out a re-payment schedule with the Tax Collector's Office based on the current guidelines that are in place. If she feels that she can't do that, then she can come back before the Board to re-address the issue.

AGREEMENT WITH MEDICAL EXAMINER'S OFFICE

On a motion by Mr. Adams and a second by Mrs. Walker, the Board voted unanimously to approve the agreement with the Medical Examiner's Office.

INDIGENT BURIAL REQUEST

On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously to approve the Indigent Burial Request for Christshunda Rodgers.

GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to approve the Grant Agreement with the Florida Department of Environmental Protection for the CR 300 Flood Mitigation Project.

HEALTHCARE ADMINISTRATION MEMORANDUM OF AGREEMENT

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve the Memorandum of Agreement with the Health Care Administration.

FLORIDA HOUSING FINANCE CORPORATION LETTER

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to approve the response letter prepared by Suwannee River Economic Council to the Florida Housing Finance Corporation.

APPROVE THE BILLS

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

General Fund - \$278,461.10
Emergency 911 Fund - \$11,376.65

BOOK 38 PAGE 346

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

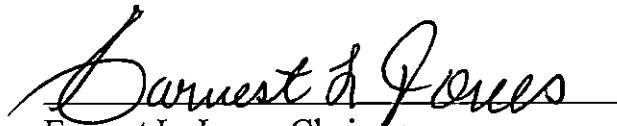
On a motion by Mr. Adams and a second by Mr. Lamb, the Board voted unanimously to approve the Traffic Signal Maintenance Agreement with the Florida Department of Transportation.

REQUEST TO WAIVE LANDFILL FEE

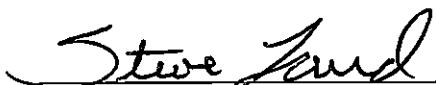
On a motion by Mr. Pridgeon and a second by Mr. Adams, the Board voted unanimously to approve waiving the Landfill fee for Carolyn Livingston to remove things from her home that were damaged due to flooding in her house.

ADJOURN

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


Ernest L. Jones, Chairman

Attest:

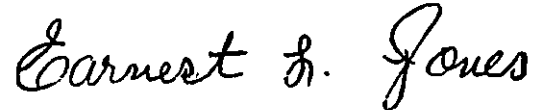

Steve Land, Clerk

Approved this 26th day of June, 2017.

AMENDED
PUBLIC NOTICE

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, June 12, 2017 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Earnest L. Jones, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Jana Hart – Extension Office.
6. Approve Resolution No. 2017-06-01 to designate the week of July 16-22, 2017 as Pretrial, Probation and Parole Supervision Week.
7. Approve the agreement with the Medical Examiner's Office.
8. Approve an Indigent Burial Request.
9. Approve the Grant Agreement with the Florida Department of Environmental Protection for CR 300.
10. Approve the Memorandum of Agreement with the Agency for Health Care Administration.
11. Approve a response to the Florida Housing Finance Corporation.
12. Leenette McMillan-Fredriksson – various items.
13. Approve the bills.
14. Other Business.
 - A) Approve the Traffic Signal Agreement with DOT.
 - B) Discuss the schedule for the second meeting in June.
15. 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
Published Weekly
Post Office Box 370 386-362-1734
Live Oak, Florida 32064

STATE OF FLORIDA
COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

LOUISE SHEDDAN

who on oath says that she is
Legal Secretary

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

PUBLIC NOTICE

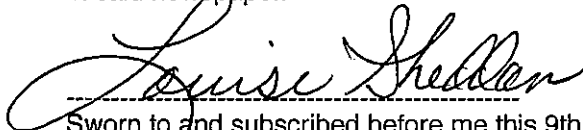
in the matter of

LCBCC REGULAR MEETING 6/12/17

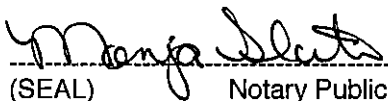
was published in said newspaper in the issues of

JUNE 8, 2017

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



Sworn to and subscribed before me this 9th day of June, 2017.


(SEAL) Notary Public

Personally known to or produced identification _____

Type of identification produced _____

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Ernest L. Jones, Chairman
Lafayette County Commission

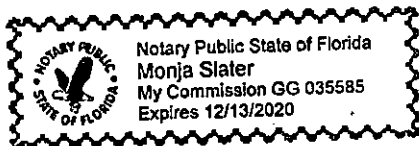
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See www.lafayetteclerk.com for updates and amendments to the agenda.
06/08/2017



RESOLUTION NO. 2017-06-01

**A PROCLAMATION BY THE CHAIRMAN OF THE LAFAYETTE COUNTY BOARD
OF COUNTY COMMISSIONERS
To designate the Week of July 16-22, 2017**

PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK

WHEREAS, state and local community corrections employees fulfill their duty to protect the public, 24 hours a day, every day of the year, by supervising those entrusted to their care, encouraging rehabilitation; and

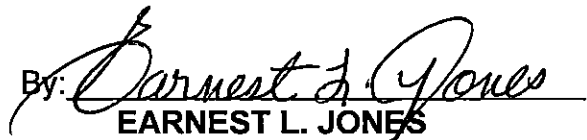
WHEREAS, community corrections professionals exemplify the values of trust, respect, accountability, integrity and leadership; and

WHEREAS, community corrections employees are trained professionals who provide services and referrals for offenders; promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; provide services, support, and protection for victims; and

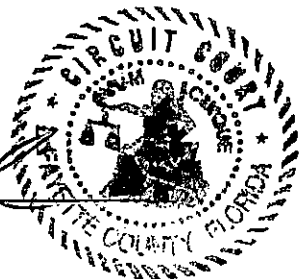
WHEREAS, community corrections professionals are a true Force for Positive Change in their communities, and;

THEREFORE, we, the **Board of Commissioners for Lafayette County, Florida**, in recognition of this event do hereby affirm the dedication of our local Pretrial, Probation and Parole officers and encourage all citizens to honor these professionals and to recognize their achievements during the week of July 16-22, 2017, **Pretrial, Probation and Parole Supervision Week**.

By: 
EARNEST L. JONES
Chairman

ATTEST:


Steve Land
Clerk of Court



THIS AGREEMENT dated this 12th day of June, 2017, by and between LAFAYETTE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Office of the Medical Examiner, District II, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Chapter 406, Florida Statutes, David T. Stewart, M.D., has been appointed DISTRICT MEDICAL EXAMINER in and for District 2 of the State of Florida and Lafayette County is located in or covered by Medical Examiner District 2; and

WHEREAS, Section 406.08 Florida Statutes, requires that the fees, salary, expenses, transportation costs and facility of the district medical examiner be paid from the general funds or other funds of the County; and

WHEREAS, Contractor purchases use of morgue facilities and other related services from various vendors to provide the Services to the County;

NOW, THEREFORE, the parties hereto agree as follows.

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County:

- a. To comply with Title VI and VII, Civil Rights Act of 1964 (42 UCS 2000D), Executive Order No, 11246, entitled "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR Part 60), and Federal Regulations concerning nondiscrimination because of mental and physical handicaps.
- b. To meet the following standards of accountability:
 - i. Use of an accounting system which meets generally accepted accounting principles (GAAP).
 - ii. The maintenance of such records and accounts as are necessary to properly account for COUNTY funds disbursed pursuant to Section 406.08, Florida Statutes.
 - iii. The retention of all records relevant to this rule for a period of not less than three years, unless otherwise provided by law.
 - iv. Records and accounts necessary to justify the use of COUNTY funds for medical examiner services shall be open to inspection of audit purposes to the COUNTY.

AGREEMENT BETWEEN LAFAYETTE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

- v. To provide County with all services and functions normally relating to the Office of District Medical Examiner, which shall include the requirements established for this office as provided under Chapter 406, Florida Statutes.
- vi. The Contractor shall notify County in a timely manner if sufficient staff, facilities and equipment necessary to deliver the agreed-upon services cannot be maintained. Failure to notify County of any deficiencies or to adequately provide the services described herein may be considered a breach of the Agreement and a ground for termination under Section 11 of this Agreement.
- vii. Funds received from the COUNTY shall only be used for the provisions of medical examiner services.

The County hereby agrees as follows:

- a. To comply and act in accordance with all provisions of Chapter 406, Florida Statutes, and implementing rules of Medical Examiner Commission, where applicable.
- b. To fund, pursuant to this agreement, the following medical examiner related expenses (see attached Exhibit A for fee schedule).

2. TIME

The contract shall be for a period of one (1) year, commencing on October 1, 2017, and shall continue until September 30, 2018. After the initial one (1) year period, at the discretion of the County, the contract may be extended for additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then-current period.

3. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County as follows:

Payment shall be made on a monthly basis upon the receipt of an invoice and other supporting documents submitted by the DISTRICT 2 MEDICAL EXAMINER listing the actual charges incurred for the month.

The fee schedule (Exhibit A), for the listed services, will be in effect for the entire term of this agreement. Changes to the fee schedule will be submitted to the County by June 30th of each year for the subsequent contract term.

4. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

5. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of County. The Contractor shall have complete supervision and control over his own agents, employees, and subcontractors.

6. INSURANCE

Pursuant to Florida Statutes, Florida Statute 406.16 the DISTRICT MEDICAL EXAMINER and ASSOCIATE MEDICAL EXAMINERS shall obtain professional liability insurance. The professional liability insurance limits shall be \$100,000 per person and \$200,000 per occurrence for general liabilities under Florida law or statutes and \$1,000,000 per occurrence for general liabilities other than under Florida law. County shall not be liable for any acts of the medical examiners not within the scope of their official duties.

7. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of its city and county of operation, and the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

8. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages; liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable

attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

10. TERMINATION

Either party may terminate this Contract without cause, by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the "County" may immediately terminate the Contract by giving a notice of termination to the Contractor in writing, delivered by certified mail, or in person, to the address of the District 2 Medical Examiner's Office.

11. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by County.

12. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the contract, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

13. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

14. CIVIL RIGHTS

a. There will be no discrimination by the District 2 Medical Examiner's Office against any employee or person served on account of race, color, sex, religious background, ancestry, or natural origin in the performance of this Agreement.

b. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200d) in regards to persons served.

c. The District 2 Medical Examiner's Office shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 200e) in regard to employees or applicants for employment.

d. It is expressly understood that upon receipt of evidence or of such discrimination, County may terminate this Agreement for cause.

15. ALTERATIONS, VARIATIONS, REDUCED TO WRITING

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been rendered in writing, duly signed by all parties involved, and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

16. NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified United States Mail, return receipt requested, and sent to:

For District 2 Medical Examiner's Office:

Angela Fuqua, Administrator
KWB Pathology Associates
1899 Eider Court
Tallahassee, FL 32308
Tel: (850) 878-5143
Fax: (850) 942-6622

For _____ County:

Lafayette County Board of Commissioners
PO Box 88
Mayo, Florida 32066

Either of the parties may change, by written notice as provided above, the address or persons for receipt of notices.

AGREEMENT BETWEEN LAFAYETTE COUNTY
AND DISTRICT 2 MEDICAL EXAMINER

BOOK 38 PAGE 355

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

“CONTRACTOR”
DISTRICT MEDICAL EXAMINER

WITNESS: Alb Fup BY: David Stewart
DAVID STEWART, M.D.

WITNESS: Blarney M DATE: 5/22/17
(CORPORATE SEAL)

“COUNTY”
BOARD OF COUNTY
COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

BY: Earnest Jones

PRINT: Earnest Jones

TITLE: Chairman - BCC

DATE: 6/12/17

ATTEST:

Lafayette COUNTY CLERK OF THE BOARD

By: Steve Land
Steve Land, Clerk of the Board
Lafayette County, Florida

DATE: 6/12/17



Office of the Medical Examiner, District II
 Fee Schedule
 2017 - 2018

BOOK 38 PAGE 356

EXHIBIT A

| | Current | Effective 10/1/2017 | Tentative Effective 6/1/2018* |
|---|-----------------|------------------------|-------------------------------------|
| Autopsy | | | |
| Pathologist Fee | \$1,215.80 | \$1,240.00 | \$1,400.00 |
| Morgue Assistant | \$193.80 | \$198.00 | \$223.00 |
| Use of Morgue Facilities | \$335.00 | \$335.00 | \$550.00 |
| Processing Fee & Storage, Photo | <u>\$124.40</u> | <u>\$127.00</u> | <u>\$143.00</u> |
| Total= | \$1,869.00 | \$1,900.00 | \$2,316.00 |
| External Examination (No Autopsy) | | | |
| Pathologist Fee | \$385.60 | \$393.00 | \$443.00 |
| Morgue Assistant | <u>\$193.80</u> | <u>\$198.00</u> | <u>\$223.00</u> |
| Total= | \$579.40 | \$591.00 | \$666.00 |
| Potential Additional Charges: | | | |
| Toxicology Services | At Cost | At Cost | At Cost |
| Toxicology Handling Fee - Per Case | \$22.40 | \$23.00 | \$26.00 |
| Radiology Services (per view) | At Cost | At Cost | \$25 |
| Laboratory Services | At Cost | At Cost | At Cost |
| Professional (Photo Duplication, Etc.) | At Cost | At Cost | At Cost |
| Body Transport Services | At Cost | At Cost | At Cost |
| Miscellaneous Charges | | | |
| Cremation Approval (Billed to County) | \$34.70 | \$35.00 | \$40.00 |
| Limited Investigation for Death Certificate | \$64.30 | \$66.00 | \$74.00 |
| Limited Investigation (i.e., bone identification) | \$68.30 | \$70.00 | \$79.00 |
| Testimony/Expert Witness Fee | | | |
| Per Hour (Minimum One Hour) | \$193.80 | \$198.00 | \$198.00 |
| Civil Cases Per Hour (Min One Hour) | \$500.80 | \$511.00 | \$511.00 |
| Conference with Attorneys, Travel, Etc. | | | |
| Per Hour (Minimum One Hour) | \$193.80 | \$198.00 | \$198.00 |
| Civil Cases Per Hour (Min One Hour) | \$500.80 | \$511.00 | \$511.00 |
| Copies of Records- Per One-Sided Page | | | |
| Per Florida Statute 119.07, an additional charge may be added for extensive labor or technology required to copy a specific record. | \$0.15 | \$0.15 | \$0.15 |

*Secondary fee increase effective 6/1/18 or upon occupation of new morgue facility, whichever is later.

LAFAYETTE COUNTY COMMISSION
INDIGENT BURIAL

2017 MAY 23 PM 4: 15

LAFAYETTE COUNTY
LAFAYETTE COUNTY

FILED

APPLICATION FOR DETERMINATION OF INDIGENT STATUS

BOOK 38 PAGE 357

1. I have 2 dependents. (Include only those persons you list on your U.S. income tax return.)
Are you married? Yes No Does your spouse work? Yes No Annual Spouse Income? \$ _____

2. I have a net income of \$ 75000 paid weekly bi-weekly semi-monthly monthly yearly other
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, MINUS deductions required by law and other court-ordered payments such as child support).

3. I have other income paid weekly bi-weekly semi-monthly monthly yearly other
(circle "yes" and fill in the amount if you have this kind of income or circle "no" if you do not have this kind of income)

| | | | |
|--|----------|-----|-------------------------------------|
| Second Job | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Social Security benefits | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Unemployment compensation | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Union funds | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Worker's Compensation | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Retirement/Pensions | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Trust or gifts | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Veteran's benefits | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Other regular support from family members/spouse | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Rental income | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Dividends or interest | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Other kinds of income not on the list | \$ _____ | Yes | <input checked="" type="radio"/> No |

4. I have \$ _____ in other valuable assets.
(circle "yes" and fill in the value of the property or circle "no" if you do not have this kind of property).

| | | | |
|--|------------------|-----|-------------------------------------|
| Cash | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Bank Accounts | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Certificates of deposit or money market accounts | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Boats | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Savings | \$ <u>100.00</u> | Yes | <input checked="" type="radio"/> No |
| Checking account | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Stocks/bonds | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Homestead Real Property | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Motor Vehicle | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Other valuable tangible property (like jewelry, coins) | \$ _____ | Yes | <input checked="" type="radio"/> No |
| Non- Homestead real property/real estate | \$ _____ | Yes | <input checked="" type="radio"/> No |

Check one: I DO DO NOT expect to receive more assets in the near future. The asset is _____

Approved by BCC
6/12/17. Howens

8

5. I have total liabilities and debts of \$ 20,000 as follows: Motor Vehicle \$ 17,000 Home \$ _____, Other Real Property \$ _____, Child Support paid direct \$ _____, Credit Card \$ 5,000 Medical Bills \$ _____, Cost of Other \$ _____

A person who knowingly provides false information seeking a determination of indigent status commits a misdemeanor of the first degree. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 23 day of May, 20 17

Carolyn Rodgers Smith
Signature of Applicant for Indigent Status
Carolyn Rodgers Smith
Print Full Legal Name
395 SW Oak St PO Box 1342
Address
530-116-66-516-0
Drivers License # or ID #
01-16-1966
Date of Birth

CLERK'S DETERMINATION OF INDIGENT STATUS

Based on the above information in this Application, I have determined the applicant to be INDIGENT NOT INDIGENT.

Dated this 23 day of May, 20 17.

Clerk of the Circuit Court by Steve Paul

This form was completed with the assistance of: _____
Clerk/Deputy Clerk/Other authorized person

4 M. White Mortuary
 13 S. 6th Street
 Jacksonville, Florida 32063
 (904) 387-0783

BASED ON 17-053
 NAME OF DECEASED Christy Shanda Rodgers
 DATE OF BIRTH 4-1-1980
 PLACE OF BIRTH Lawrenceville, Ga
 DATE OF STATEMENT May 21, 1987

CHARGES FOR SERVICES SELECTED

Professional Services:
 Director of Funeral Home & Staff \$
 Embalming \$
 Preparation of body \$
 A.L. \$

Urn, Casket, Equipment & Staff:
 Use of Facilities & Staff for Viewing/Visitation \$
 Use of Facilities & Staff for Funeral Ceremony \$
 Use of Facilities & Staff for Memorial Service \$
 Use of Equipment & Staff for Transportation Services \$
 Use of Equipment & Staff for Church Services \$
 A.L. \$

Transportation:
 Transfer of Remains to Funeral Home \$
 Transfer of Remains to Place of Burial \$
 Transfer of Remains to Place of Interment \$
 A.L. \$

Other Services / Facilities / Equipment:
 A.L. \$

CHARGE FOR MERCHANDISE SELECTED

What (for after receipts) \$
 No. of Items \$
 Total \$
 For \$
 For Burial Container \$
 Total \$

Documentation Cards \$
 Year Book \$
 Memory Folders / Prayer Cards \$
 Printing \$
 A.L. \$

C. SPECIAL CHARGES

() Forwarding remains in: () Receiving remains from:

Immediate Burial \$
 Direct Cremation \$
 Other Funeral Home Charges \$
 TOTAL OF SPECIAL CHARGES \$ 2,500

TOTAL FUNERAL HOME CHARGES \$ 2,500
 (This total does not include Cash Advances)

STATEMENT OF FUNERAL GOODS AND SERVICES SELECTED

Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory below. If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you cremation or immediate burial. If we charge for embalming, we will explain why below.

CASH ADVANCES

Certified Copies of Death Certificates each @ \$
 Clergy \$
 Minister \$
 Paid Newspaper Notices \$
 Cemetery \$
 Other \$

TOTAL CASH ADVANCES \$
 SUMMARY
 Total Funeral Home Charges \$ 2,500
 Local Sales Tax (if applicable) \$
 State Sales Tax (if applicable) \$
 Total Cash Advances \$ 2,500
 GRAND TOTAL \$ 2,500

Less Credits and Payments

Total Credits \$

BALANCE DUE \$ 2,500
 Billing To Carolyn Bedea

DISCLOSURES

Reason for embalming, to preserve and disinterred human remains

If any law, cemetery or crematory requirements have required the purchase of any item listed, the law or requirement is explained below.

ACKNOWLEDGMENT AND AGREEMENT

I hereby acknowledge that I have the legal right to arrange the final services of deceased, and I authorize this funeral establishment to perform services, furnish goods, and incur outside charges specified on this statement. I acknowledge that I have received the General Price List and the Casket Price List and the Outer Burial Container Price List.

Terms of Payment

All payments to date no later than

If any payment is not paid when due, an unpaid balance LATE CHARGE OF % PER MONTH (ANNUAL PERCENTAGE RATE) % on the unpaid balance will be due. I agree to pay for Balance Due listed on this statement, plus any Late Charge. In the event I default in payment to this funeral establishment, I agree to pay reasonable attorney's fees and court costs in addition to any Late Charge applicable. I understand and agree that I am assuming personal liability for the charges set forth in this statement and that this is in addition to the liability imposed by law upon the estate of the decedent. By my signature below, I hereby agree to all of the above and acknowledge receipt of a copy of this statement.

X Signed _____ Date _____
 X Signed _____ Date _____

X Social Security Number _____

ACCEPTANCE This funeral establishment agrees to provide all services, merchandise and cash advances indicated on this Statement.

By: [Signature]

DEP AGREEMENT NO. LP34020

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 120 West Main Street, Mayo, Florida 32066 (hereinafter referred to as "Grantee"), a county government, to provide financial assistance for the CR 300 Flood and Stormwater Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until **December 31, 2018**, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. **FUNDING/CONSIDERATION/INVOICING:**

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **\$425,000** for completion of the work described in Attachment A. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.'

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.

i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. Grantee match funds may be transferred between approved budget categories with a Change Order and are not subject to the ten percent (10%) cumulative transfer limit. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.

ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements, other than budget category transfers referenced in Paragraph 3.B.i. above; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as

defined in **Attachment A**, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. The Grantee will not be reimbursed for contractual expenses under the terms and conditions of this Agreement. However, the Grantee may document these expenditures for meeting its match requirements. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Non-consumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in, 2 CFR Part 200, Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
 - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
4. **ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall 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 any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such

agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. **REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment E, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment E summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment E. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment E, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school

district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

| | |
|--|--------------------------------|
| Andrew Briscoe, or Successor | |
| Florida Department of Environmental Protection | |
| Division of Water Restoration Assistance | |
| 3900 Commonwealth Blvd., MS# 3601 | |
| Tallahassee, Florida 32399 | |
| Telephone No.: | (850) 245-2976 |
| E-mail Address: | Andrew.Briscoe@dep.state.fl.us |

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

| | |
|--|-------------------------|
| Scott Sadler, or Successor | |
| Lafayette County Board of County Commissioners | |
| Public Works | |
| Post Office Box 88 | |
| Mayo, Florida 32066 | |
| Telephone No.: | (386) 208-2975 |
| Fax No.: | (386) 294-4231 |
| E-mail Address: | lafayetteroad@gmail.com |

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. **INSURANCE:**

a. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

i. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

ii. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

iii. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|-----------|--|
| \$300,000 | Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable |
| \$300,000 | Hired and Non-owned Automobile Liability Coverage |

iv. **Other Insurance.**

Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

b. **Insurance Requirements for Sub-Grantees and/or Subcontractors.** The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described above. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts are

related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED

23. DISCRIMINATION:

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

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all

public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

- D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

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

30. **ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Earnest J. Jones*
*Signature of Person Authorized to Sign

By: *[Signature]*
Secretary or designee

Earnest Jones - Chairman
Print Name and Title of Authorized Person

Trina Vielhauer
Print Name and Title of Authorized Person

Date: 6/12/17

Date: 6/19/17

Andrew Briscoe
Andrew Briscoe, DEP Grant Manager

Dena VanLandingham
QC Review by Dena VanLandingham

FEID No.: 59-6000692

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

| Specify Type | Letter/ Number | Description (include number of pages) |
|-------------------|----------------|---|
| <u>Attachment</u> | <u>A</u> | <u>Grant Work Plan (3 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Payment Request Summary Form (5 Pages)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Contract Payment Requirements (1 Page)</u> |
| <u>Attachment</u> | <u>D</u> | <u>Progress Report Form (1 Page)</u> |
| <u>Attachment</u> | <u>E</u> | <u>Special Audit Requirements (5 Pages)</u> |

PROJECT TITLE: CR 300 Flood and Stormwater.

PROJECT LOCATION: CR 300 just South of SR 27, Roosevelt neighborhood and surrounding areas. The Project will be located in the Roosevelt neighborhood, which is located within the City of Mayo in Lafayette County, Florida. Project coordinates are latitude 30°03'12.25" N and longitude 83°10'9.41" W.

PROJECT BACKGROUND: In 2014, excessive rain and flooding caused major flooding of CR 300, homes, businesses and the local area surrounding the local retirement area. County Emergency Management initiated a pumping process using portable pumps to transfer the storm water to a low allowing proper discharge under SR 27. This practice proved to be successful and minimized damage to CR 300 and area residents. Lafayette County requested funding through the Legislative process to construct proper storm water collection and storage for aquifer recharge during dry weather and prevent flooding during extreme wet weather events. SRWMD has provided funding for land acquisition and the legislative appropriation funds will be used to permit and construct proper conveyance system for flood control. Drainage improvements in the area were identified as flooding control top priority within Lafayette County.

PROJECT DESCRIPTION: The Grantee intends to upgrade the existing infrastructure in the CR 300, Roosevelt area neighborhood based on data collected and practices incorporated during the storm event. While subject to final engineering design, the proposed stormwater improvements will consist of land acquisition for storm water storage and transfer to the drainage basin by gravity flow or pumping as may be needed. This may include upgrading existing pipe sizes, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, and removing pipes with negative slopes. Proposed improvements will eliminate flooding for 25 year critical events and reduce 100-year critical event flooding by fifty percent.

TASKS and DELIVERABLES:

Task 1: Pre-Design Engineering Study

Task Description: The Grantee will perform a pre-design analysis of the CR 300 Flood and Stormwater project and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

Deliverables: Final pre-design report submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final pre-design report.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 2: Design and Permitting

Task Description: The Grantee will complete the design of the storm water management system and obtain all necessary permits for construction of the project.

Deliverables: An electronic copy of the final design, including professional certification as applicable, and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

Task 3: Construction

Task Description: The Grantee will construct the CR300 Flood and Stormwater project in accordance with the final design(s) and required permits.

Deliverable 3A: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 10 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that month under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested or % of completion.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 3B: CR 300 Flood and Stormwater Project constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

| Task/ Deliverable No. | Task or Deliverable Title | Task Start Date | Task End Date | Deliverable Due Date/ Frequency |
|-----------------------------|-------------------------------|--------------------|------------------|---------------------------------------|
| 1 | Pre-Design Engineering Report | 7/1/2016 | 8/31/17 | 8/31/17 |
| 2 | Design & Permitting | 7/1/2016 | 10/31/17 | 10/31/17 |
| 3 | Construction | 7/1/2016 | 5/31/18 | 6/30/18 |
| 3A | Interim Deliverables | | | Monthly |
| 3B | Final Deliverables | | | 6/30/18 |

BUDGET DETAIL BY TASK:

| Task No. | Budget Category | Budget Amount |
|----------|------------------------|------------------|
| 1 | Contractual Services | \$55,000 |
| | Total for Task: | \$55,000 |
| 2 | Contractual Services | \$75,000 |
| | Total for Task: | \$75,000 |
| 3 | Contractual Services | \$295,000 |
| | Total for Task: | \$295,000 |

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

| Category Totals | Grant Funding, Not to Exceed, \$ |
|----------------------------|----------------------------------|
| Contractual Services Total | \$425,000 |
| Total: | \$425,000 |

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable Number(s): _____ Task Budget Amount: \$ _____

Grantee: _____
(Name & Mailing Address) _____

Grantee Contact: _____
(Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

| CATEGORY OF EXPENDITURE (As authorized) | AMOUNT OF THIS REQUEST | TOTAL CUMULATIVE PAYMENT REQUESTS | MATCHING FUNDS FOR THIS REQUEST | TOTAL CUMULATIVE MATCHING FUNDS |
|---|---------------------------|--|---------------------------------------|--|
| Salaries/Wages | \$ - | \$ - | \$ - | \$ - |
| Fringe Benefits | \$ - | \$ - | \$ - | \$ - |
| Indirect Cost | \$ - | \$ - | \$ - | \$ - |
| Contractual (Subcontractors) | \$ - | \$ - | \$ - | \$ - |
| Travel | \$ - | \$ - | \$ - | \$ - |
| Equipment (Direct Purchases) | \$ - | \$ - | \$ - | \$ - |
| Rental/Lease of Equipment | \$ - | \$ - | \$ - | \$ - |
| Miscellaneous/Other Expenses | \$ - | \$ - | \$ - | \$ - |
| Land Acquisition | \$ - | \$ - | \$ - | \$ - |
| TOTAL AMOUNT | \$ | \$ | \$ | \$ |
| TOTAL BUDGET (ALL TASKS) | \$ | | \$ | |
| Less Total Cumulative Payment Requests of: | \$ | | \$ | |
| TOTAL REMAINING (ALL TASKS) | \$ | | \$ | |

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

| Professional Service Provider (Name / License No.) | Period of Service (mm/dd/yy – mm/dd/yy) |
|--|---|
| | |
| | |
| | |
| | |
| | |
| | |

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

BOOK 38 PAGE 378

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "**TOTAL AMOUNT**" line. Enter the amount of all Tasks on the "**TOTAL BUDGET (ALL TASKS)**" line. Enter the total cumulative amount of this request and all previous payments on the "**LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF**" line. Deduct the "**LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF**" from the "**TOTAL BUDGET (ALL TASKS)**" for the amount to enter on the "**TOTAL REMAINING (ALL TASKS)**" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "**TOTAL PAYMENT REQUEST**" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "**TOTAL AMOUNT**" line for this column. Enter the match budget amount on the "**TOTAL BUDGET (ALL TASKS)**" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "**LESS TOTAL CUMULATIVE PAYMENTS OF**" line for this column. Deduct the "**LESS TOTAL CUMULATIVE PAYMENTS OF**" from the "**TOTAL BUDGET (ALL TASKS)**" for the amount to enter on the "**TOTAL REMAINING (ALL TASKS)**" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "**TOTAL PAYMENT REQUEST.**" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Instructions for Completing Request for Payment - Part II |

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

Submittal Instructions**Instructions for E-mailing:**

The program now accepts reimbursement requests electronically, please E-mail to program name. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: Andrew.Briscoe@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP34020 Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Andrew Briscoe - (850) 245-2976

ATTACHMENT C

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: 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 or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

| | | | |
|--|-----------------------------|-----------------------|--|
| DEP Agreement No.: | LP34020 | | |
| Grantee Name: | Lafayette County Commission | | |
| Grantee Address: | | | |
| Grantee's Grant Manager: | | Telephone No.: | |
| Reporting Period: | | | |
| Project Number and Title: | | | |
| <p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p> | | | |

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP34020 and accurately reflects the activities associated with the project.

 Signature of Grantee's Grant Manager

 Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

BOOK 38 PAGE 386

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

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|--|----------------|------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|--|---|-------------------|-------------|---|----------------|------------------------------|
| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | General Revenue Fund, Line Item 1600A, Lafayette County CR 300 Flood and Stormwater | 2016-2017 | 37.039 | Statewide Surface Water Restoration and Wastewater Projects | \$425,000 | 140047 |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--------------------|--|--|--|--|------------------|--|
| Total Award | | | | | \$425,000 | |
|--------------------|--|--|--|--|------------------|--|

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**MEMORANDUM OF AGREEMENT FOR
LIMITED COUNTY ACCESS TO FLORIDA SYSTEM DATA**

This Memorandum of Agreement for Limited County Access to Florida Online Recipient Integrated Data Access (FLORIDA) System data (hereinafter "MOA") is entered into between the Florida Department of Children and Families, Office of Economic Self-Sufficiency (the Department) and Lafayette County (the County).

WHEREAS, the Department maintains certain information in the FLORIDA System regarding applicants for and recipients of Medicaid Services;

WHEREAS, in 2012, House Bill 5301 mandated that the Department and the Agency for Health Care Administration (AHCA) work together to assist counties in processing Medicaid invoices sent to the counties for payment of the county share as required by section 409.915, Florida Statute, which states that Florida counties will pay a portion of the state Medicaid expenditures;

WHEREAS, the County needs to access limited data on the FLORIDA System to confirm recipients of Medicaid Services were residents of the County when services were rendered for payment purposes; and

WHEREAS, as part of the effort to assist counties with this issue, the Department is willing to provide designated County employees limited access to the address data in the FLORIDA System for such purposes, provided that the County complies with certain security and confidentiality requirements.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing recitations are true and incorporated into the terms of this MOA by reference.
2. Conditioned on the County's compliance with the terms of the "County Use and Security Requirements" ("Exhibit A") to this MOA and the terms below, the Department will grant authorized County employee's limited access to the FLORIDA System to verify Medicaid recipient addresses. Authorized County employees will be provided "view only" access to the screens shown in "Exhibit B" to this MOA (hereinafter the "limited FLORIDA data"). The Department will have sole discretion to determine the means of access and the manner of display of the limited FLORIDA data.
3. The County hereby agrees to comply with the terms of Exhibit A and will access the limited FLORIDA data exclusively for purposes of verifying Medicaid recipient addresses for payment of the County's portion of state Medicaid expenditures and will not utilize nor permit any person to utilize the limited FLORIDA data for any other purpose. Any County record of the limited FLORIDA data shall be maintained and used only in accordance with the terms of this MOA; however, the foregoing does not limit the right of the parties to enter into subsequent agreements or seek court or administrative orders authorizing the use of these records in judicial or administrative proceedings.
4. The Department will provide appropriate and timely training and support to the County, including its employees, with regard to FLORIDA System access.
5. Prior to granting access to the FLORIDA System to individual users at the County level, the following must be accomplished:

- a. The Department must be in receipt of a signed MOA with the appropriate County entity.
 - b. The Department must be in receipt of a "FLORIDA Individual Security Information Form" ("Exhibit C") for each user requesting access to the FLORIDA System.
 - c. The Department must be in receipt of a signed CF 114 "Security Agreement Form" (Exhibit D). This form should accompany Exhibit C.
 - d. Individual users must have received confirmation from the Department's FLORIDA Application Data Security Administrator that access has been granted and received a user ID and an initial password.
 - e. Individual users must have completed FLORIDA System access training.
 - f. Individual users must have completed the required initial Department online security training, and have printed out their completion certificate for their local personnel file. A copy of the security-training certificate should accompany Exhibit C. This training is required annually after completion of the initial training, maintained in the personnel file and provided to the Department upon request.
6. The County shall safeguard and maintain the confidentiality of all information provided to or accessed by the County employees pursuant to this MOA in accordance with applicable Florida and federal laws, rules, and regulations, the Health Insurance Portability and Accountability Act (HIPAA) and information security and privacy laws regarding Personal Identifiable Information including section 501.171, Florida Statutes.
 7. The County agrees to provide a signed "Department of Children and Families Annual Affirmation Statement" ("Exhibit E") to the Department on or before the anniversary date of this MOA. The initial signed Exhibit E must be submitted to the Department with the County signed MOA.
 8. To the extent permitted by law, including section 768.28, Florida Statutes, and without waiving the limits of sovereign immunity, the County shall indemnify the Department, its officers, employees and agents from any suits, actions, damages, claims and costs of every name and description, including attorneys' fees, relating to access to or use of the limited FLORIDA data by the County, its officers, employees or agents; provided, however, that this indemnity shall not include that portion of any loss or damages proximately caused by an act or omission of the Department, its officers, employees or agents.
 9. This MOA executed and entered into in the State of Florida, shall be construed, performed and enforced in all respects in accordance with Florida law and venue shall be in Leon County, Florida.
 10. There are no provisions, terms, conditions, or obligations other than those contained herein, and this MOA shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.
 11. If any term or provision of this MOA is legally determined unlawful or unenforceable, the remainder of the MOA shall remain in full force and effect and such term or provision shall be stricken.
 12. Modifications of provisions of this MOA shall be valid only when they have been reduced to writing and duly executed by the duly authorized officials of both parties. Changes to the Agreement Coordinators may be completed by written notification that is acknowledged by the other Party.

13. To the extent that the Lafayette County Clerk of the Circuit Court acts as the County's agent or administrator for purpose of Medicaid payments to recipients, the term "County" as used in this MOA shall include the Clerk of the Circuit Court, provided that this MOA is also executed by the Clerk of the Circuit Court as provided below.
14. This MOA shall commence the last day executed by all parties and shall continue until June 30, 2023, provided, however, that the confidentiality requirements regarding the limited FLORIDA data shall survive the expiration or termination of this MOA. This MOA may be terminated by either party without cause upon 30 days written notice. This MOA may be terminated by either party for cause upon no less than 24 hours written notice. The Department may administratively suspend access to the FLORIDA System at any time the Department has reason to believe that the County is not in full compliance with the provisions of this MOA.
15. This MOA may be renewed once for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. To be eligible for renewal, the Exhibit E, Annual Affirmation Statement, must be completed and signed. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory contract monitoring as determined by the Department. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial Agreement including any amendments.
16. Designation of Agreement Coordinators:

| | |
|---|---|
| County contact/coordinator: | Department contact/coordinator: |
| <u>Name</u> – Niki Shaw | Janice D. Johnson |
| <u>Title</u> - Deputy Clerk | Contract Manager |
| <u>Organization</u> | Florida Department of Children and Families |
| Lafayette County Clerk of Court | Economic Self-Sufficiency Program Office |
| <u>Mailing Address (city, state, ZIP)</u> | 1317 Winewood Blvd., Bldg. 3, Room 461 |
| P.O. Box 88, Mayo, FL 32066 | Tallahassee, FL 32399-0700 |
| <u>Phone</u> - (386) 294-1600 | (850) 717-4110 |
| <u>Email</u> - nshaw@lafayetteclerk.com | <u>JD.Johnson@myflfamilies.com</u> |

Clerk of Circuit Court contact/coordinator (of applicable):
Name – Steve Land
Title – Clerk of Court
Organization Lafayette County Clerk of Court
Mailing Address (city, state, ZIP) PO Box 88, Mayo, FL 32066
Phone - (386) 294-1600
Email – sland@lafayetteclerk.com
17. Attachments:
Exhibit A – County Use and Security Requirements
Exhibit B – FLORIDA System screen shots
Exhibit C – FLORIDA Individual Security Information Form
Exhibit D – CF 114 Security Agreement Form
Exhibit E – Department of Children and Families Annual Affirmation Statement

BOOK 38 PAGE 391

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their undersigned officials as duly authorized.

**COUNTY BOARD
OF COUNTY COMMISSIONERS**

**FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES**

Ernest L. Jones 6/12/17
Chairman's Signature Date

Director's Signature Date
Economic Self-Sufficiency

Steve Land
COUNTY CLERK OF CIRCUIT COURT (as needed)

Steve Land 6/12/17
Signature Date



EXHIBIT A – COUNTY USE AND SECURITY REQUIREMENTS

The County agrees to comply with the following use and security requirements:

1. That the information obtained from the Department's system pursuant to the MOA (hereinafter "the limited FLORIDA data") is confidential in nature and protected from disclosure by State and Federal Law.
2. To restrict the transmission of the limited FLORIDA data using secure file transfer protocols to County personnel who have a verifiable need to know in the performance of their official duties for the purposes stated in Section 3. of the MOA and that the limited FLORIDA data will be used and disclosed only for such purposes.
3. To maintain a listing of County personnel granted on-line access privileges to the Department's system pursuant to this MOA and, upon request, make such information available to the Department. At a minimum, the list will include the user's first and last name, User Identification (USERID), date access was granted/changed/deleted, dates of initial security training and annual awareness training. This information will be maintained for a period of five (5) years after access has been terminated or until administrative purposes have been served, whichever is longer.
4. To abide by IT Security Awareness training provided by the Department at <http://www.myflfamilies.com/about-us/DCF-training> or an equivalent security training provided to County employees. Initial and annual refresher IT Security Awareness training shall be documented. The Department reserves the right to review the County training for required elements.
5. To comply with State of Florida network security requirements specified in Chapter 74-2 of the Florida Administrative Code.
6. That the limited FLORIDA data may not be re-disclosed by the County or its personnel verbally, electronically or in any other form except as specifically authorized by law or regulation.
7. That the limited FLORIDA data shall be stored in a place physically secure from access by unauthorized persons and to safeguard access to the limited FLORIDA data in such a way that unauthorized persons cannot view, print, copy or retrieve the information by any means.
8. To instruct all personnel granted on-line access privileges to the Department's system or granted access to the limited FLORIDA data in the County's possession regarding the confidential nature of the information, the safeguards and requirements of this MOA and the provisions specified in Chapters 74-2 of the Florida Administrative Code, as well as Chapters 39, 119, 282.318, 501, 812, 815, 839 or 877, Florida Statutes, and all applicable federal requirements.
9. To adhere to the confidentiality requirements stated herein, and to fully and promptly report any infraction of these requirements to the respective contacts specified in #16 of the MOA.
10. To promptly notify the Department of any breach of security related to the limited FLORIDA data in its possession and to be responsible for full compliance with section 501.171, F.S., if applicable, in the event of a breach of security concerning confidential personal information in its possession received from one another, including but not limited to, providing notification to affected persons and to provide any such breach notification, if applicable, to the Department for prior review and approval of the contents of the notice.

Exhibit B: Limited FLORIDA Data Screens

FLORIDA AICI SCREEN: Case Information

| | | | |
|--|----------------------|-----------------------------|------------------------|
| AICI | | CASE INFORMATION | |
| CASE: | CASELOAD: | | |
| EFFECTIVE BEGIN DATE: | STATUS: | | |
| SERVICE SITE: | ERROR PRONE PROFILE: | | |
| CASE FILE LOCATION: | LOCATION DATE: | SUF NOTICE LANG LIVES IN HH | |
| FIRST | MI LAST | | |
| PIP: | _____ | | |
| HOUSEHOLD LIVING ADDRESS: | | | |
| NUMBER UNIT DIR STREET/RURAL ROUTE SFX DIR APT | | | |
| _____ | | | |
| PHONE: _____ | | | |
| CITY: _____ | | STATE: __ | ZIP: _____ CNTY: _____ |
| CELL: _____ | | | |
| IS MAILING ADDRESS SAME AS ABOVE? Y | | | |
| HOUSEHOLD MAILING ADDRESS: | | | |
| (IF DIFF FROM ABOVE) | | | |
| _____ | | | |
| CITY: _____ | | STATE: __ | ZIP: _____ DC: _____ |
| PIP MAILING ADDRESS: (IF | | | |
| NOT RESIDENT IN HOUSEHOLD) | | | |
| _____ | | | |
| CITY: _____ | | STATE: __ | ZIP: _____ DC: _____ |
| NEXT TRAN: _____ PARMS: _____ | | | |

BOOK 38 PAGE 393

FLORIDA AIPR SCREEN: Certification of Prior Residence Address

| | | | | | | | |
|--|-------|-----------|--------------------|-------|--------------|-------|-------|
| CERTIFICATION OF PRIOR RESIDENCE ADDRESS | | | | | | | |
| CASE: | | PIN: | | | | | |
| EFFECTIVE BEGIN DATE: | | STATUS: | | | | | |
| DC | NBR | FIRST | MI | LAST | SUF | SSN | |
| LAST LEGAL RESIDENCE: | | | | | | | |
| NUMBER | UNIT | DIR | STREET/RURAL ROUTE | | SFX | DIR | APT |
| _____ | _____ | _____ | _____ | | _____ | _____ | _____ |
| PHONE: _____ | | | | | | | |
| CITY: _____ | | STATE: __ | ZIP: _____ | | CNTY: _____ | | |
| CONTACT PERSON FOR VERIFICATION: | | | | | | | |
| NAME: | FIRST | MI | LAST | SUF | RELATIONSHIP | | |
| _____ | _____ | _____ | _____ | _____ | _____ | | |
| ADDRESS: | | | | | | | |
| NUMBER | UNIT | DIR | STREET/RURAL ROUTE | | SFX | DIR | APT |
| _____ | _____ | _____ | _____ | | _____ | _____ | _____ |
| PHONE: _____ | | | | | | | |
| CITY: _____ | | STATE: __ | ZIP: _____ | | | | |
| NEXT TRAN: _____ PARMS: _____ | | | | | | | |

Exhibit C: FLORIDA Individual Security Form



FLORIDA INDIVIDUAL SECURITY INFORMATION FORM

Identifying Information:

1. _____ 2. _____ 3. _____ 4. Mr. MS. MRS.
Last Name First Name MI (Circle One)

5. Social Security Number: _____ 6. Position Title: _____ 7. UCB: Yes ___ No ___

8. Agency/Business: _____ 9. Contracted with: _____ 10. Access to Federal Tax Information YES ___ NO ___

10a. Access to SAVE YES ___ NO ___ 10b. Access to AMS YES ___ NO ___ 10c. AMS ROLE _____

 User ID(s) Updates: Action Required: A = ADD C = CHANGE S = SUSPEND D = DELETE R = RESTORE

| Action Required | 12. User ID | 13. Worker Type | 14. Security Profile Name | 15. Security Level | 16. Profile Begin Date | 17. Profile End Date |
|-----------------|-------------|-----------------|---------------------------|--------------------|------------------------|----------------------|
| 11. Required | _____ | _____ | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ |

Site Information:

18. District/CSE Region: _____ 19. Service-Site County No.: _____ 20. Service-Site Location No.: _____

21. Suncom #: _____ 22. Area Code & Phone #: _____ 23. User E-Mail address: _____

FLORIDA Administrative Structure:

24. Administrative Unit Assigned: _____ 25. Supervisory Unit Assigned: _____ 26. Primary Unit Supervisor's ID: _____

27. Caseload Number: _____ 28. Supervisors Name: _____ 29. Phone #: _____

30. Justification/Comments _____

? The employee has completed the DCF Security Awareness Training (100W) and the DCF Security Awareness Recertification Training (100BW)

? The employee has viewed UNAX

| | | | |
|--|------|--|------|
| 31. _____ Signature of Requester | DATE | 32. _____ Signature of Administrator or Next Level Supervisor | DATE |
| 33. _____ Signature of District/Region Security Officer | DATE | 34. _____ Signature of HQTR Security Officer | DATE |
| 35. _____ Signature of OPA/Program Administrator | DATE | | |

Last Updated: Atg117, 2010 CF 113, May 02 (Obsoletes CF113 of Oct96(4)1) may not be used (Stock Number: 5740-000-0113-9)

BOOK 38 PAGE 394

Exhibit D: Security Agreement Form

BOOK 38 PAGE 395



SECURITY AGREEMENT FORM



The Department of Children and Families has authorized you:

Employee's or Other System User's Name/Organization

to have access to sensitive data using computer-related media (e.g., printed reports, microfiche, system inquiry, on-line update, or any magnetic media).

Computer crimes are a violation of the department's Standards of Conduct. In addition to departmental discipline, committing computer crimes may result in Federal or State felony criminal charges.

I understand that a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook.

By my signature below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- The Computer Related Crimes Act, Chapter 815, F.S.
- Sections 7213, 7213A, and 7431 of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal tax data.
- 6103(l)(7) of the Internal Revenue Code, which provides confidentiality and disclosure of returns and return information.
- CFOP 50-2.
- It is the policy of the Department of Children and Families that no contract employee shall have access to IRS tax information or FDLE information, unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.
- It is the policy of the Department of Children and Families that I do not disclose personal passwords.
- It is the policy of the Department of Children and Families that I do not obtain information for my own or another person's personal use.
- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my duties. I shall maintain the integrity of all confidential and sensitive information accessed.
- "Casual viewing" of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, constitutes misuse of access and is not acceptable.
- The Department of Children and Families will perform regular database queries to identify misuse of access.
- Chapter 119.0712, Florida Statutes, and the Driver Privacy Protection Act (DPPA).

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is requested, however, pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee or Other System User Name

Signature of Employee or Other System User

Date

Print Supervisor Name

Signature of Supervisor

Date

Exhibit E: Annual Affirmation Statement



Department of Children and Families Annual Affirmation Statement



Agreement ID: _____

Date: 6/12/17

In accordance with Section 7, of the Memorandum of Agreement between the Department of Children and Families and Lafayette County (County), the County hereby affirms that the County has evaluated and has adequate controls in place to protect the data from unauthorized access, distribution, use and modification or disclosure and is in full compliance as required in the Memorandum of Agreement.

Earnest S. Jones
Signature

Earnest Jones
Printed Name

Chairman - BCC
Title

6/12/17
Date

Lafayette
Name of County / Agency

BOOK 38 PAGE 396



LAFAYETTE COUNTY
Board of County Commissioners

P.O. BOX 88 • MAYO, FL 32066
(386) 294-1600
FAX (386) 294-4231



Lance Lamb – Dist. 1
Thomas E. Pridgeon, Jr. – Dist. 2
Lisa Walker – Dist. 3

Anthony Adams – Dist. 4
Earnest Jones – Dist. 5

Date: 6/12/17

BOOK 38 PAGE 397

Mr. Rob Dearduff
Florida Housing Finance Corp.
SHIP Program
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301

Dear Mr. Dearduff:

We appreciate the courteousness and professionalism of the monitors while working with Suwannee River Economic Council, Inc. during the recent compliance monitoring of the Lafayette County SHIP Program. In this regard, attached is the response report compiled by SREC, Inc. on behalf of the Lafayette County Board of County Commissioners.

If there are questions or additional information needed, please feel free to call Matt Pearson, Executive Director, Suwannee River Economic Council, Inc.

Sincerely,

Handwritten signature of Earnest Jones in cursive.

Earnest Jones, Chairman
Lafayette County Board of County Commissioners

EJ/ssb
Enclosure

Maced 6/13/17
Howens

Bank Code: A General Fund

| Check Number | Check Date | Vendor Number | Name | Check Amount | Check Type |
|--------------|------------|---------------|---|--------------|------------|
| 057061 | 6/12/2017 | AASW | Aucilla Area Solid Waste Admin | 12,613.44 | Auto |
| 057062 | 6/12/2017 | APS | Alachua Pest Services, LLC | 225.33 | Auto |
| 057063 | 6/12/2017 | BEARD | Beard Equipment Company | 96.82 | Auto |
| 057064 | 6/12/2017 | BES | Bureau of Elevator Safety | 75.00 | Auto |
| 057065 | 6/12/2017 | BPE | Byrd's Power Equipment | 159.30 | Auto |
| 057066 | 6/12/2017 | BR | Blue Rok, Inc. | 941.74 | Auto |
| 057067 | 6/12/2017 | CAS | Century Ambulance Service | 1,098.00 | Auto |
| 057068 | 6/12/2017 | CPE | Certified Plumbing & Electric | 273.98 | Auto |
| 057069 | 6/12/2017 | CTI | Carrot - Top Industries | 60.77 | Auto |
| 057070 | 6/12/2017 | CTY | Cindy Tysall | 20.40 | Auto |
| 057071 | 6/12/2017 | DBM | Dr. Bogdan Maliszewski | 700.00 | Auto |
| 057072 | 6/12/2017 | DISH | Dish Network | 121.18 | Auto |
| 057073 | 6/12/2017 | DMHC | Doctor's Memorial Hospital Clinic | 200.00 | Auto |
| 057074 | 6/12/2017 | HASI | Hamlin Auto Supply, Inc | 1,988.94 | Auto |
| 057075 | 6/12/2017 | IS | Interstate Supply | 143.30 | Auto |
| 057076 | 6/12/2017 | JED | James E Davis | 7,500.00 | Auto |
| 057077 | 6/12/2017 | L4H | Lafayette 4-H | 2,692.05 | Auto |
| 057078 | 6/12/2017 | MACL | Mayo Air Conditioning, LLC | 811.00 | Auto |
| 057079 | 6/12/2017 | MAP | Mayo Auto Parts | 1,110.95 | Auto |
| 057080 | 6/12/2017 | MH | Mayo Hardware | 3,061.27 | Auto |
| 057081 | 6/12/2017 | MT | Mayo Thriftway | 291.62 | Auto |
| 057082 | 6/12/2017 | MTG | Matheson Tri-Gas Inc. | 162.93 | Auto |
| 057083 | 6/12/2017 | MTRI | Med-Tech Resource Inc. | 305.16 | Auto |
| 057084 | 6/12/2017 | NTC | Nexttran Truck Center - Lake Ci | 72.62 | Auto |
| 057085 | 6/12/2017 | QC | Quill Corporation | 339.87 | Auto |
| 057086 | 6/12/2017 | QM | Quadmed, Inc. | 487.67 | Auto |
| 057087 | 6/12/2017 | QMC | Quick Med Claims | 1,045.51 | Auto |
| 057088 | 6/12/2017 | RP | Ring Power | 322.41 | Auto |
| 057089 | 6/12/2017 | SCBCC | Suwannee County Board of County Commissioners | 770.63 | Auto |
| 057090 | 6/12/2017 | SGMG | South Georgia Media Group | 561.81 | Auto |
| 057091 | 6/12/2017 | SVE | Suwannee Valley Electric | 28.66 | Auto |
| 057092 | 6/12/2017 | TOM | Town of Mayo | 626.91 | Auto |
| 057093 | 6/12/2017 | W | Windstream | 651.42 | Auto |
| 057094 | 6/12/2017 | WRW | W R Williams Distributors | 11,301.00 | Auto |
| 057095 | 6/12/2017 | AFLAC | AFLAC | 1,318.70 | Auto |
| 057096 | 6/12/2017 | AHLIC | American Heritage Life Insurance Company | 130.52 | Auto |
| 057097 | 6/12/2017 | APLO | Ag-Pro Live Oak | 12,820.00 | Auto |
| 057098 | 6/12/2017 | BR | Blue Rok, Inc. | 1,861.86 | Auto |
| 057099 | 6/12/2017 | BTM | Bound Tree Medical, LLC. | 84.78 | Auto |
| 057100 | 6/12/2017 | CSL | Cotton State Life | 13.28 | Auto |
| 057101 | 6/12/2017 | EWEN | Eric Wendorf | 300.00 | Auto |
| 057102 | 6/12/2017 | FMIT | Florida Municipal Insurance Tr | 27,794.75 | Auto |
| 057103 | 6/12/2017 | GAL | Columbia County BCC | 1,425.00 | Auto |
| 057104 | 6/12/2017 | GLC | Greatamerica Financial Service | 48.87 | Auto |
| 057105 | 6/12/2017 | JCDP | JCD Productions LLC | 400.00 | Auto |
| 057106 | 6/12/2017 | LCCC | Lafayette County Clerk of Cour | 15,058.91 | Auto |
| 057107 | 6/12/2017 | LCPA | Lafayette County Property App. | 23,841.75 | Auto |
| 057108 | 6/12/2017 | LCSC | Lafayette County Sheriff | 30,000.00 | Auto |
| 057109 | 6/12/2017 | LCSE | Lafayette County Sup of Electi | 17,752.33 | Auto |
| 057110 | 6/12/2017 | LCSE9 | Lafayette County Sheriff | 25,000.00 | Auto |
| 057111 | 6/12/2017 | LCSLE | Lafayette County Sheriff | 30,000.00 | Auto |
| 057112 | 6/12/2017 | LCTC | Lafayette County Tax Collector | 22,863.00 | Auto |
| 057113 | 6/12/2017 | LN | Liberty National Life Insuranc | 668.82 | Auto |
| 057114 | 6/12/2017 | ME | Mowrey Elevator Co of FL | 245.37 | Auto |

Bank Code: A General Fund

| Check Number | Check Date | Vendor Number | Name | Check Amount | Check Type |
|----------------------|------------|---------------|--------------------------------|-------------------|------------|
| 057115 | 6/12/2017 | MOS | McCrimon's Office Supply | 168.32 | Auto |
| 057116 | 6/12/2017 | MP | Mayo Postmaster | 116.00 | Auto |
| 057117 | 6/12/2017 | MROSSI | Michael Rossi | 225.00 | Auto |
| 057118 | 6/12/2017 | MTCI | Mayo Truck Clinic, Inc. | 1,000.00 | Auto |
| 057119 | 6/12/2017 | PD | Public Defender Occupancy Acco | 364.00 | Auto |
| 057120 | 6/12/2017 | PDIT | Public Defender I.T. | 290.00 | Auto |
| 057121 | 6/12/2017 | SA | Jeff Siegmeister | 1,825.17 | Auto |
| 057122 | 6/12/2017 | SAIT | Jeff Siegmeister | 740.15 | Auto |
| 057123 | 6/12/2017 | SICL | Standard Insurance Company | 69.90 | Auto |
| 057124 | 6/12/2017 | SSC | Security Safe Company, Inc. | 51.00 | Auto |
| 057125 | 6/12/2017 | ESRI | ESRI, Inc. | 400.00 | Auto |
| 057128 | 6/12/2017 | BSW | Blue Summit Waters, LLC | 172.95 | Auto |
| 057129 | 6/12/2017 | FFB | First Federal Bank of Florida | 1,736.66 | Auto |
| 057130 | 6/12/2017 | LOMG | Live Oak Management Group LLC | 800.00 | Auto |
| 057131 | 6/12/2017 | MP | Mayo Postmaster | 294.00 | Auto |
| 057132 | 6/12/2017 | MP | Mayo Postmaster | 70.00 | Auto |
| 057133 | 6/12/2017 | NFPM | North Florida Pharmacy of Mayo | 412.99 | Auto |
| 057134 | 6/12/2017 | SGMG | South Georgia Media Group | 6,992.95 | Auto |
| 057135 | 6/12/2017 | WRW | W R Williams Distributors | 242.38 | Auto |
| Bank A Total: | | | | <u>278,461.10</u> | |
| Report Total | | | | <u>278,461.10</u> | |

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 12TH DAY OF JUNE, 2017.

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]


BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

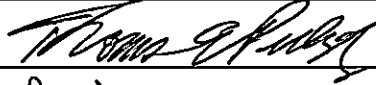
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.


FROM THE FIRST FEDERAL BANK, ON JUNE 12, 2017

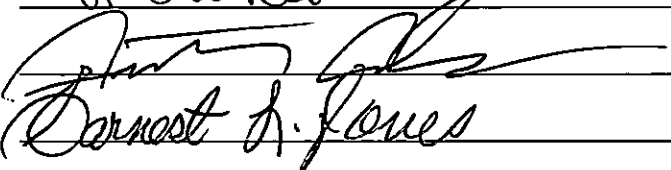
| TO WHOM ISSUED | PURPOSE OF EXPENDITURE | ACCOUNT NUMBER | WARRANT NO. | AMOUNT |
|----------------|------------------------|----------------|-------------|---------------------|
| AK Associates | PROFESSIONAL SERVICES | 526-310 | | \$ 10,590.00 |
| AT&T | COMMUNICATIONS | 526-410 | | \$ 125.00 |
| Windstream | COMMUNICATIONS | 526-410 | | \$ 249.85 |
| Windstream | COMMUNICATIONS | 526-410 | | \$ 411.80 |
| TOTAL | | | | \$ 11,376.65 |


THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 12TH DAY OF JUNE, 2017.











STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT

BOOK 38 PAGE 401

CONTRACT NO. ARV28
FINANCIAL PROJECT NO. 41352418806
F.E.I.D. NO. F596000692006
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Lafayette County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Lafayette County BCC, Florida
(Maintaining Agency)

By Earnest J. Jones
(Authorized Signature)

Print/Type Name: Earnest Jones

Title: Chairman - BCC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: Jerry Ausher

Title: District Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 06/16

Reimbursement for Maintenance and Operation

| Exhibit A | | | | | | | | | | |
|---|----------------------|--|-----------------------------------|----------------------------------|-----------------------------------|--|------------------------------|----------------------|--------------------------------------|---|
| Compensation for Maintaining Traffic Signals and Devices for FY 2018 | | | | | | | | | | |
| Effective Date: from 07/01/2017 to 06/30/2018 | | | | | | | | | | |
| LAFAYETTE COUNTY | | | | | | | | | | |
| Intersection Location | Traffic Signals (TS) | Traffic Signal - Interconnected & monitored (IMTS) | Intersection Control Beacon (ICB) | Pedestrian Flashing Beacon (PFB) | Emergency Fire Dept. Signal (FDS) | Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS) | Traffic Warning Beacon (TWB) | Travel Time Detector | Uninterruptible Power Supplies (UPS) | Compensation Amount (using Unit Rates from Exhibit B) |
| SR20, (US27) at CR-53/CR-534 | | | \$805 | | | | | | | \$805 |
| SR20, (US27) at SR349 | | | \$805 | | | | | | | \$805 |
| SR51 at NE PERRY RD | | | | | | | \$322 | | | \$322 |
| Total Lump Sum Amount* | | | | | | | | | | \$1,932.00 |

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$1,932.00.

Ernest H. Jones 7/3/17
 Maintaining Agency Date

 District Traffic Operations Engineer Date

BOOK 38 PAGE 402