

REGULAR MEETING

JUNE 25, 2018

5:30 P.M.

BOOK 40 PAGE 096

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. Adams and a second by Mr. Pridgeon, the Board voted unanimously to approve the minutes.

ROAD DEPARTMENT EQUIPMENT

The Board discussed options of what to do about the county excavator at the Road Department. On a motion by Mr. Pridgeon and a second by Mrs. Walker, the Board voted unanimously to rent an excavator as needed, and to declare the current excavator as surplus property to be sold.

REQUEST FOR FUNDING FOR EMT CLASSES

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve paying for the cost of EMT classes for 6 Volunteer Firemen that want to take the EMT class.

OPEN SEALED BIDS FOR A DUMP TRUCK FOR THE ROAD DEPARTMENT

The Board opened the following bids for a dump truck for the Road Department: Rush Enterprises (Peterbilt machine) - \$159,090.19; and two from Nextran 2019 Mack machine - \$139,831.74; and 2019 Volvo machine - \$138,712.74. On a motion by Mr. Adams and a second by Mr. Lamb, the Board voted unanimously to go with the bids from Nextran as the low bidder, and to let Mr. Sadler review the bids and make a choice between the two machines.

PRESENTATION ON CDBG GRANT APPLICATIONS

Tori Humphries, with North Florida Professional Services, discussed the qualifications and requirement to be eligible for the next CDBG Grant application process, and that because the county had received a grant less than 5 years ago, it would make them less likely to be able to get the funding for this cycle.

INTERLOCAL AGREEMENT WITH THREE RIVERS REGIONAL LIBRARY SERVICES

On a motion by Mr. Lamb and a second by Mr. Adams, the Board voted unanimously to approve the Interlocal Agreement with Three Rivers Regional Library Services.

MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to approve a Memorandum of Agreement with the Department of Economic Opportunity.

APPROVE THE BILLS

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

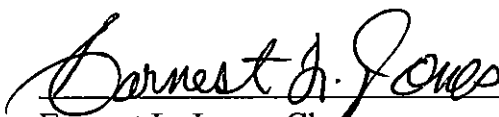
- General Fund - \$104,384.52
- Emergency 911 Fund - \$4,375.00
- Industrial Park Fund - \$524.18

SUPERVISOR OF ELECTIONS REQUEST FOR FUNDS FOR SOFTWARE

On a motion by Mrs. Walker and a second by Mr. Adams, the Board voted unanimously to approve the use of escrow funds for the Supervisor of Elections office for Albert Software.

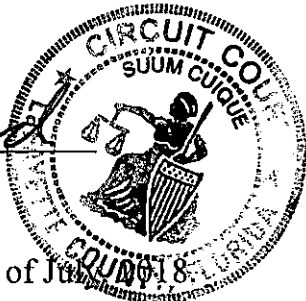
ADJOURN

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


 Ernest L. Jones, Chairman

Attest:


 Steve Land, Clerk



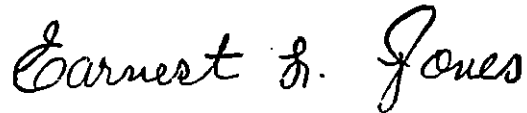
Approved this 9th day of July

AMENDED
PUBLIC NOTICE

BOOK 40 PAGE 098

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, June 25, 2018 at 5:30 p.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



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.
 - 1) Discuss the county excavator.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Jana Hart – Extension Office.
6. Open sealed bids for a dump truck for the Road Department.
7. Presentations on CDBG Grant applications.
8. Consider Interlocal Agreement for Three Rivers Regional Library System.
9. Consider Memorandum of Agreement with the Department of Economic Opportunity.
10. Leenette McMillan-Fredriksson – various items.
11. Approve the bills.
12. Other Business.
 - A) Patrician Oaks Boat Ramp.
13. Adjourn.

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

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

See www.lafayetteclerk.com for updates and amendments to the agenda.

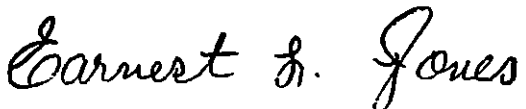
PUBLIC NOTICE

BOOK 40 PAGE 099

The Lafayette County Commission will be accepting sealed bids for a 66,000 lb. GVWR Dump Truck. Anyone interested in bidding should contact the Lafayette County Clerk of Court's Office in Mayo, Florida for bid specifications. The Clerk's Office is located at 120 West Main Street, P.O. Box 88, Mayo, Florida, or you may also contact the Clerk's Office by phone at (386) 294-1600 to have the bid specifications sent to you by email. The bids are due by **Friday, June 22, 2018 at 12:00 p.m.** The bids will be opened at a regular scheduled Board Meeting on Monday, June 25, 2018 at 5:30 p.m.

The Lafayette County Board of Commissioners reserve the right to accept and/or reject any and all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of Lafayette County. Persons are advised that, if they decide to appeal any decision made concerning the award of this bid, they will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the bid abstract should include such request with a self addressed stamped envelope in their bid.

By Order Of:



Earnest L. Jones, Chairman
Lafayette County Commission

MAYO FREE PRESS

Please Run 6/7/18 and 6/14/18.

Lafayette County Public Works

66,000 lbs. GVWR Dump truck Specifications

These are Minimum Specifications to be met, but may be exceeded.

1. Engine
 - a. 425HP 6 cylinder diesel engine, manufacturer's 11 L minimum
2. Transmission
 - a. The following or approved equivalents are acceptable:
 - b. Allison 4500DS Auto Transmission to include synthetic oil, TES 295 or equivalent
3. Engine Equipment
 - a. Alternator – 12 volt 100A
 - b. Premium engine hoses
 - c. injection pump – electronic engine control
 - d. Radiator – Aluminum core
 - e. Air restriction monitor – intake mounted
4. Cab
 - a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
 - b. Floor covering – Black rubber mats.
 - c. Seating – driver air suspension mid back, passenger fixed back.
 - d. Steering wheel – 18" two spoke
 - e. Standard air conditioning and heating
 - f. AM/FM radio
5. Frame
 - a. Frame – steel construction matched to GVW and mounted body of truck.
 - b. Front bumper – painted steel
 - c. Fuel Tank - 100 gallon, minimum
 - d. Air dryer – Bendix AD9 heated, or approved equivalent.
6. Safety
 - a. Horn – single air trumpet.
 - b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket or equivalent.
 - c. Brakes – "S" cam type 16.5" x 5" Q+ front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
 - d. Slack adjusters – Haldex automatic front and rear.
 - e. Daytime running lights.
 - f. Backup alarm.
7. Front Axle
 - a. Front axle – 20,000 lbs.
 - b. Front Wheels – steel 10 hole hub piloted.
 - c. Front tires – 425 Goodyear G296 steer or approved equivalent.
 - d. Front hubs – Ferrous, or approved equivalent.
 - e. Oil type with synthetic lube.
8. Rear Axle
 - a. Rear axle – 46,000 lbs.
 - b. Rear wheels – steel 10 hole hub piloted.

- c. Rear tires – 11R22.5 Goodyear G 149 or equivalent.
- d. Hubs – Ferrous, or approved equivalent.
- e. Power divider with warning light and buzzer (includes in cab control)

9. Lift Axle

- a. Rigid lift axle: Pusher / Tag 20,000 lbs. rating air lift
- b. Lift axle tires – 11R22.5 Goodyear G 149 or equivalent with steel wheels

10. Electrical

- a. Circuit protection – fuses except headlamp and wiper circuits which utilize breakers.
- b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
- c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

11. Body

- a. 18 cubic yard steel dump body with hoist.
- b. Electric tarp system.

12. Warranty

- a. 250,000 miles or 5 year warranty
- b. Warranty to cover exhaust after treatment system as well.

13. County Trade in

- a. 1996 Ford Dump truck.
- b. Louisville model
- c. Vin# 1FDZS96K0VA29759

MAYO FREE PRESS

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

Affidavit of Publication

STATE OF FLORIDA COUNTY OF LAFAYETTE:

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

PUBLIC NOTICE

in the matter of

LCBCC ITB: GVWR Dump Truck

was published in the said newspaper on the following day(s), namely Mayo Free Press: 06/07/18, 06/14/18.

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

Signed: Louise Sheddan

Sworn to and subscribed before me on this day:
Date: 6-14-18

Notary Public: Monja Slater

Personally known to or produced identification _____

Type of identification produced: _____

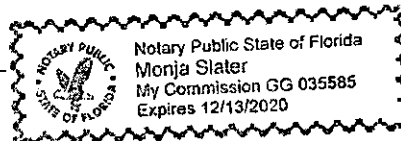
PUBLIC NOTICE

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The Lafayette County Board of Commissioners reserve the right to accept and/or reject any and all bids, with or without cause, to waive technicalities or to accept the bid which, in its judgment, best serves the interest of Lafayette County. Persons are advised that, if they decide to appeal any decision made concerning the award of this bid, they will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Bid results other than the apparent low bidder will not be provided in response to telephone inquiries. Bidders desiring a copy of the bid abstract should include such request with a self addressed stamped envelope in their bid.

By Order Of:

Earnest L. Jones, Chairman
Lafayette County Commission
06/07, 06/14/2018



Nextran Truck Center
328 SW Ring Court
Lake City, FL 32025

Sealed Bid for Dump Truck 1

STEVE LAND - CLERK
LAFAYETTE COUNTY, FL

2019 JUN 22 AM 9:54

FILED

BOOK 40 PAGE 103

Lafayette County Commission
Clerk of Court

120 West Main St.

Mayo, FL 32066



Buyer's Order

Nextran Truck Centers - Lake City
 328 SW Ring Court
 Lake City, FL 32025
 (386) 754-8822 or (800) 559-6225 Fax (386) 754-8925

Salesperson: Robert Judkins
 PO Number: -
 Date: 6/21/2018

CUSTOMER INFORMATION

Name: Lafayette County Board of County Commissioners
 Address: 120 West Main Street
 City: Mayo State: FL

Phone: 386-294-1600
 Zip Code: 32066 County: Lafayette

TRUCK INFORMATION

Quantity	Year	Make	Model	VIN #
1	2019	Volvo	VHD	TBD
2nd VIN -			3rd VIN -	
**See Addendum for Additional VIN #				

Body Details

Year	Make	Model	SERIAL #
2018	OX	Maverick	TBD
2nd Serial # -		3rd Serial # -	

TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
1996	Ford	Louisville	Dump	1FDZS96K0VA29759	\$ 12,000.00	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ 12,000.00	\$ -

****See Addendum for Additional Trade Ins**

PER TRUCK PRICING

	Per Truck
Total Selling Price	\$ 148,016.24
Federal Excise Tax	\$ -
Total with FET	\$ 148,016.24
Extended Warranty	\$ 2,682.00
APU	\$ -
Premium Maintenance Plan	\$ -
Subtotal	\$ 150,698.24
Less Trade-In Value	\$ 12,000.00
Net Trade Difference	\$ 138,698.24
Disposal/Temp Tags	\$ 14.50
Tag and Title	\$ -
Miscellaneous	\$ -
County Surtax	\$ -
State Sales Tax	\$ -
Out of State Sales Tax	\$ -
Trade in Payoff	\$ -
Down Payment	\$ -
Total Price per Truck	\$ 138,712.74

ADDITIONAL ITEMS

Tire Credit:	\$ 309.78	FET Tax	0.00%
GW/GCW:	0	Sales Tax	0.00%

LOCALS AND COMMENTS

D11-425HP, Allison 4500RDS Transmission
 20K LB Front Axle, 46K LB Rear Axles, 4.30 Ratio
 425/65R22.5 Front Tires w/Aluminum Rims
 11R22.5 Rear Tires w/ Steel Rims
 (Complete Chassis Specs Attached)

18 CUYD OX Body
 20K LB Rigid Lift Axle w/ 11R22.5 Tires/Steel Rims

Extended Warranty 5 Years/250,000 Miles
 Engine Plan 2 & Exhaust After Treatment
 (Protection Plan Info Attached)

Total Price all Trucks \$ 138,712.74

Customer request a term contract for _____ months.
 (Subject to approval by finance company.)

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.
 I further understand that the terms and conditions that follow are a true and integral part of this agreement.

Purchaser's Signature

Date

Accepted by Nextran Truck Centers

Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

STEVE LAND - CLERK
LAFAYETTE COUNTY, FL

2018 JUN 22 AM 9:54

FILED

BOOK 40 PAGE 105

328 SW Ring Court
Lake City, FL 32025

Scaled Bid for Dump Trucks!

Lafayette County Commission
Clerk of Court

120 West Main St.

Mayo, FL 32066



Buyer's Order

Nextran Truck Centers - Lake City
 328 SW Ring Court
 Lake City, FL 32025
 (386) 754-8822 or (800) 559-6225 Fax (386) 754-8925

Salesperson: Robert Judkins
 PO Number: -
 Date: 6/21/2018

CUSTOMER INFORMATION

Name: Lafayette County Board of County Commissioners
 Address: 120 West Main Street
 City: Mayo State: FL

Phone: 386-294-1600
 Zip Code: 32066 County: Lafayette

TRUCK INFORMATION				
Quantity	Year	Make	Model	VIN #
1	2019	Mack	Granite	TBD
2nd VIN -			3rd VIN -	
**See Addendum for Additional VIN #				

Body Details			
Year	Make	Model	SERIAL #
2018	OX	Maverick	TBD
-	-	-	-
-	-	-	-
2nd Serial # -		3rd Serial # -	

TRADE INFORMATION

Year	Make	Model	Body	VIN #	Trade-In Value	Payoff
1996	Ford	Louisville	Dump	1FDZS96K0VA29759	\$ 12,000.00	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
-	-	-	-	-	\$ -	\$ -
					\$ 12,000.00	\$ -

****See Addendum for Additional Trade Ins**

PER TRUCK PRICING

	Per Truck
Total Selling Price \$	149,135.24
Federal Excise Tax \$	-
Total with FET \$	149,135.24
Extended Warranty \$	2,682.00
APU \$	-
Premium Maintenance Plan \$	-
Subtotal \$	151,817.24
Less Trade-In Value \$	12,000.00
Net Trade Difference \$	139,817.24
Disposal/Temp Tags \$	14.50
Tag and Title \$	-
Miscellaneous \$	-
County Surtax \$	-
State Sales Tax \$	-
Out of State Sales Tax \$	-
Trade in Payoff \$	-
Down Payment \$	-
Total Price per Truck \$	139,831.74

ADDITIONAL ITEMS

Tire Credit: \$ 309.78 FET Tax 0.00%
 GVW/GCW: 0 Sales Tax 0.00%

LOCALS AND COMMENTS

MP7-425HP, Allison 4500RDS Transmission
 20K LB Front Axle, 46K LB Rear Axles, 4.19 Ratio
 425/65R22.5 Front Tires w/Aluminum Rims
 11R22.5 Rear Tires w/ Steel Rims
 (Complete Chassis Specs Attached)

18 CUYD OX Body
 20K LB Rigid Lift Axle w/ 11R22.5 Tires/Steel Rims

Extended Warranty 5 Years/250,000 Miles
 Engine Plan 2 & Exhaust After Treatment
 (Protection Plan Info Attached)

Total Price all Trucks \$ 139,831.74

Customer request a term contract for _____ months.
 (Subject to approval by finance company.)

I have read and understand the above. It is intended by my signature hereon that this be a binding, enforceable sales agreement.
 I further understand that the terms and conditions that follow are a true and integral part of this agreement.

 Purchaser's Signature

 Date

 Accepted by Nextran Truck Centers

 Date

This agreement shall not be binding on Nextran Truck Centers until accepted by the General Manager.

STEVE LAND - CLERK
LAFALETTE COUNTY, FL

2018 JUN 21 PM 1:35

FILED

Rusk Enterprises

Dump Truck Bid

BOOK 40 PAGE 107

**Rush Truck Centers of Florida, Inc. dba Rush
Truck Center, Jacksonville**

Bid: 36418553 – 66,000 lb. GVWR Dump Truck

*** Requesting Copy of Bid Abstract**



Rush Truck Center, Orlando
 1925 W. Princeton Street
 Orlando, FL 32804
 407-877-3636

BOOK 40 PAGE 109

Retail Sales Order

www.rushtruckcenters.com

SALES ORDER		Date 06/19/2018	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input checked="" type="checkbox"/> F.E.T. Exempt		Lafayette County	
Make Peterbilt Series 567		Customer's Name 120 West Main Street Mayo FL 32066	
Year 2019 Body Type OX 18yd dump		Street City State Zip (386) 294-1600	
Color WHITE Trim		Federal Tax ID # Business Phone Fax	
Serial # 1NPCX7EX1KD266476 Mileage		Purchaser's Name	
Stock # 879000		Street City State Zip	
To be delivered on or about		Federal Tax ID # Business Phone Fax	
* IN STOCK & READY TO DELIVER		Michael McCloskey	
* (1) 2019 567 per attached spec		By Salesman Cust Email	
* OX 18yd dump body per attached spec		Truck Will be Titled in <u>Lafayette</u> County.	
* Cummins 5 year/300k mile warranty		LIENHOLDER INFORMATION	
* Aftertreatment 5 year/300k mile warranty		Date of Lien	
		Lien Holder	
Sales Price 156,898.69			
Factory Paid F.E.T. 0.00			
F.E.T. Tire Credit 0.00			
Total Factory Paid F.E.T. 0.00			
Optional Extended Warranties 2,175.00		Draft Through	
Sub-Total 159,073.69			
Dealer Paid F.E.T. * 0.00			
Local Taxes 0.00		Manufacturer Rebate	
Est. License, Transfer, Title, Registration Fee 0.00		Total Used Vehicle Allowance * 5,000.00	
Tire Recycling Fee 12.00		Less Total Balance Owed 0.00	
Battery Disposal Fee 4.50		Total Net Allowance on Used Vehicle(s) 5,000.00	
Dealer Fee ** 0.00		Deposit or Credit Balance 0.00	
Total Cash Delivered Price 159,090.19		Cash with Order 0.00	
Total Down Payment 5,000.00		← ----- 5,000.00	
Unpaid Cash Balance Due on Delivery 154,090.19		*See Trade-in details on page 4	
<p>*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER</p> <p>** This charge represents costs and profits to the Dealer for items such as inspecting, cleaning and adjusting vehicles, and preparing documents related to the sale.</p> <p>NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER</p> <p>THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.</p> <p>IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.</p> <p>THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.</p>		<p>Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions.</p> <p>Customer's Signature _____ Date _____</p> <p>OFFER RECEIVED BY: _____ SALES REPRESENTATIVE Date _____</p> <p>OFFER ACCEPTED BY: _____ AUTHORIZED REPRESENTATIVE Date _____</p>	

Three Rivers Regional Library System

THIS INTERLOCAL AGREEMENT, made and entered into this 4th day of September, A.D. 2018, by and between Dixie County, a political subdivision of the State of Florida; Gilchrist County, a political subdivision of the State of Florida; Lafayette County, a political subdivision of the State of Florida; and Taylor County, a political subdivision of the State of Florida; hereinafter collectively referred to as the "Counties", hereby amending any and all previous Interlocal Agreements and Amendments thereto regarding Three Rivers Regional Library System Interlocal Agreement entered into by Dixie, Gilchrist, Lafayette and Taylor Counties, and provisions for the addition of other counties as a part of the Three Rivers Regional Library System, subject to all benefits and obligations thereto.

WITNESSETH:

WHEREAS, the Counties are authorized by Florida Statutes Section 163.01 (2010) to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the Region encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties; and

WHEREAS, the Counties, public agencies of this State, are authorized to exercise jointly with any other public agency of this State or the United States any power, privilege or authority which such agencies share in common and which might exercise separately; and

WHEREAS, a cooperative regional approach to library services without regard to political or governmental boundaries is necessary in order to promote and protect the public health and

welfare of the citizens of the Region; and

WHEREAS, it is in the best interest of the citizens of Dixie, Gilchrist, Lafayette and Taylor Counties that a single entity make all policies necessary in connection with the providing and the furnishing of library services in the Region; and

WHEREAS, since such an entity must have broad powers and responsibilities, it should be composed of members of the Boards of County Commissions of Dixie, Gilchrist, Lafayette and Taylor Counties and non elective members; and

WHEREAS, each of the Counties has determined, as a matter of fact, that each County's entry into this cooperative arrangement will enable the provision of library services which would otherwise be unavailable under current and future anticipated funding mechanisms;

NOW THEREFORE, for and in consideration of the mutual benefits to flow to the Counties and in consideration of the mutual covenants, promises and agreements herein contained, the Counties hereby agree with each other as follows:

SECTION 1: DEFINITIONS.

Whenever used in this Agreement, unless a different meaning clearly appears from the context:

(1) "Library Board" means the governing body of the Three Rivers Regional Library System, whose members are appointed by the respective Boards of County Commission of member counties.

(2) "Cooperative Library" means a public library or library system operated by a governing body designated by one or more eligible governmental entities to administer through a single administrative head, the common services for a group of self-governing libraries that have

joined together by formal agreement to share resources and to provide library services across their combined legal service area.

(3) "County" means a county which is a party to this Agreement. For purposes of this Agreement, any right or power which may be exercised by a County shall be exercised by the Board of County Commissioners of that County.

(4) "Counties" means Dixie County, Gilchrist County, Lafayette County and Taylor County, collectively.

(5) "Governing Body" means the Three Rivers Regional Library Board, which has the authority to administer the cooperative library through setting policies; adopting plans; adopting budgets; hiring the single administrative head of the cooperative; making expenditures; and entering into contracts on behalf of the library.

(6) "Library Director" means the single administrative head of the Three Rivers Regional Library System, with the responsibilities and authority as set forth herein. The Library Director shall have the following minimum qualifications: Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least 40 hours per week.

(7) "Library System", or Cooperative Library, means any plant, facility or property and additions, extensions and improvements thereto, at any time constructed or acquired as part thereof, useful or necessary or having the capacity for future use for libraries. It shall also include vehicles used in library services and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever, equipment, machinery,

furnishings, fixtures and replacements, relating to any such Library System and necessary or convenient for the operation thereof, including personnel, programs and services, under which the Library Board operates the library facilities.

(8) "Member" means each individual county participating in this agreement.

(9) "Person" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States government or of any state government, or any other agency, department or entity, public or private, however organized.

(10) "Region" means the geographic area encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties.

(11) "Single Administrative Head" means library director or individual employed by Library Governing Board to be responsible for managing the library.

SECTION 2: PURPOSE OF AGREEMENT.

(1) The purpose of this Agreement is to effectively, efficiently and economically provide library services within the Region.

(2) The powers and purposes enumerated in this Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Region.

(3) The Three Rivers Regional Library System shall build, construct or cause to be built or constructed, a Library System which complies with Federal and Florida law.

(4) The Counties enter into this Agreement for the purpose of establishing a regional library system, to provide unified library services. In particular, it is the express purpose of the Agreement and of the Counties to provide for the coordination of library service throughout the Region; to provide for equal access to free public library service to all residents of the Region; and

to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library services throughout the Region.

SECTION 3: MEMBERSHIP, REPRESENTATION, QUORUM AND VOTING.

(1) Each County shall appoint one (1) County Commissioner and one (1) other person considering recommendations from the Friends of the Library from each county to be a member of the Library Board. Each County shall further designate one (1) County Commissioner to serve as an alternate member who shall act on behalf of any of its appointees unable to perform Library Board functions. In addition, the Clerk from each county shall serve alternating one (1) year terms. During the first year the Clerk from Dixie County shall serve on the Library Board, for the second year, the Clerk from Gilchrist County shall serve on the Library Board, in the third year, the Clerk from Lafayette County shall serve on the Library Board, in the fourth year, the Clerk from Taylor County shall serve on the Library Board. The year shall be deemed to mean the fiscal year beginning October 1 and ending September 30, and continuing yearly thereafter beginning each October 1 and ending each September 30. The Clerk from each County shall serve on an annual basis. Alternate members shall have the same rights, duties and responsibilities as Library Board members.

(2) A quorum for purposes of this Agreement shall consist of a minimum of five (5) members of the Library Board. Board members may attend via telephone, video conferencing or similar real-time electronic or video communication and this attendance will count towards quorum and the member's votes will count as if they were physically present.

(3) Each member shall serve until removed or replaced by his/her respective appointing County. Each County shall have appointments reviewed annually except for the Clerk

who shall serve as hereinabove specified.

(4) Annually, the members shall elect a chairman, vice chairman, and secretary-treasurer.

(5) Library Board Members may be reimbursed for travel expenses incurred in carrying out their duties in the same manner as state employees are reimbursed pursuant to Florida Statutes Section 112.061 (2010).

(6) The Library Board shall meet as often as it deems necessary to carry out the purposes of this Agreement, but will meet at least quarterly. Additional meetings shall be upon call of the chairman or any four (4) members.

SECTION 4: DURATION, WITHDRAWAL AND TERMINATION.

(1) The Library System shall continue in existence until it is dissolved. Upon an affirmative vote of at least three fourths (3/4) of the member Counties, the Library System may be dissolved.

(2) Any member County may withdraw from the Library System established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Library Board on or before May 1 prior to the September 30 effective date of termination.

(3) Upon withdrawal by any County, all real property and equipment purchased with Federal Grant funds and costing more than \$1,000.00 shall remain the property of the Library System.

(4) Upon termination of this Agreement all real property and equipment purchased

with Federal Grant funds and costing more than \$1,000.00 shall be the property of the successor organization to the Library System or if no successor organization is in existence, then it shall revert to the State Library according to federal law.

(5) Materials and equipment purchased with local, operating or equalization funds shall be the property of the local library for which they were purchased, even if purchased by the Library System. Maintenance, sale or lease of the real property shall be the responsibility of the owning entity.

(6) Upon withdrawal or termination of the Agreement by any County, all property and/or equipment acquired by the Library System with County funds shall (to the extent that ownership or possession vests or is vested in the Library System) belong to and vest in the County in which the property or equipment is located, and possession thereof shall likewise vest in that County. Likewise, all property and equipment acquired by the Library System with Federal Grant funds valued in excess of \$1,000.00 shall remain the property of the Library System so long as the Library System remains in existence.

SECTION 5: ADDITION OF NEW LIBRARIES.

The Three Rivers Regional Library System is a cooperative library system administered with the cooperation of each member county. Any member county wishing to include more than one library as part of the regional system will do so with the understanding that the county itself has the membership into the regional library system and not the individual libraries.

Any library within a participating member county may become a party to this Agreement, a part of their local county library organization, and a part of the Three Rivers Regional Library System upon approval by a majority vote of the Regional Governing Board and upon execution

and delivery of a counterpart original of the Interlocal Agreement (as then in force). The local county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

(1) Fully fund the operating budget of the new library as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.

(2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.

(3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.

(4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating library shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new library shall become a part of their local county's library organization. That county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 6: ADDITION OF NEW COUNTIES

The Three Rivers Regional Library System is a cooperative library system consisting of Dixie, Gilchrist, Lafayette and Taylor Counties. Any county wishing to be a member of the Three Rivers Regional Library System shall make a formal request for admission. In order to be

accepted as a member of the Three Rivers Regional Library System, the request must be approved by unanimous vote of the then existing member counties.

The new member county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

(1) Fully fund the operating budget of each of their county's libraries as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.

(2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.

(3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.

(4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating county shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new member county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 7: LIBRARY BOARD POWERS AND AUTHORITY.

(1) The Library Board shall have and possess all powers and authorities enumerated in Florida Statutes Section 163.01 (2010).

(2) In addition to the Library Board powers as enumerated in Florida Statutes Section 163.01 (2010), the Library Board shall also have the following powers:

(a) To adopt and from time to time thereafter alter, rescind, modify, amend and enforce rules, resolutions, guidelines and orders necessary for its operation in accordance with Florida Law.

(b) To acquire, in its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

(c) To appoint a Library Director to be responsible to the Library Board and who shall serve at its pleasure; to employ such other employees as may be authorized by the Library Board; to employ or appoint external auditors, lawyers, and such other consultants as may be required for the operation and management of the Library System and to fix their compensation.

(d) To require surety bonds for any of the officers and employees as in such amounts as the Library Board deems necessary. The premiums for these bonds shall be paid in the same manner as all other operating expenses.

(e) To sue and be sued, complain and defend in all courts.

(f) To make use of the privilege of sovereign immunity in accordance with Florida Statutes Section 768.28 (2010) and all successor laws as provided by Florida Statutes Section 163.01 (2010) and all successor laws.

(g) To adopt and use a seal.

(h) To acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such Library System as is required to carry out the purposes and intent of this Agreement.

(i) To conduct studies and contract, for such periods as may be determined by the Library Board, with governmental agencies, public or private corporations, or any other persons to carry out the purposes of this Agreement.

(j) To borrow money and issue evidences of indebtedness, accept property, gifts, grants, or loans of money from the federal and state governments and from other sources, public or private, which gifts, loans and grants shall be expended in accordance with the purposes and provisions of this Agreement.

(k) To incur debts, liabilities, and obligations which do not constitute the debts, liabilities or obligations of the Counties.

(l) To set policies, adopt plans, and adopt budgets for the Three Rivers Regional Library System.

(3) The provisions of this Agreement shall be liberally construed to effect its purpose.

SECTION 8: DUTIES OF LIBRARY DIRECTOR.

(1) The Library Director or Single Administrative Head, shall be hired by the Governing Library Board, following the advertising, screening, and interviewing of the qualified candidates. Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least forty (40) hours per week.

(2) The Library Director shall be an at-will employee of the Three Rivers Regional Library System, and shall serve at the pleasure of the Governing Library Board. The Library Director shall interview, recommend to the Governing Library Board for hiring, and supervise all

employees of the Three Rivers Regional Library System, and the Governing Library Board shall set positions and salary structure for the Library System.

(3) The following activities shall be carried out by the Library Director for all library outlets under the plans, policies, goals, objectives and budgets adopted by the Governing Library Board, and responsibility for managing these activities may not be delegated through interlocal agreements or other service agreements:

(a) Development of a single long range plan for all library outlets for adoption by the library governing body;

(b) Development of a single Annual Plan of Service and Budget for adoption by the library governing body;

(c) Development of consistent library policies for adoption by the library governing body, including those which guide public service provided by all library outlets;

(d) Management of the library to assure the successful implementation of the long range plan, the Annual Plan of Service and Budget, and the policies adopted by the governing body;

(e) Preparation of all reports required and requested on behalf of the library;

(f) Development and implementation of a plan for automated systems that provides system wide access to materials, programs and services;

(g) Development and implementation of the collection development and management plan for all library collections;

(h) Development and implementation of library programs and services;

(i) Supervision of all library staff at the Regional Library Headquarters Office;

(j) Advertise Library Board meetings in coordination with each county's Clerk of Courts Office; prepare agenda of Library Board meetings; and keep the minutes of all Library Board meetings.

SECTION 9: SERVICES OF THE LIBRARY SYSTEM TO EACH COUNTY.

The Cooperative Library System shall provide the following services on matters directly for the benefit of each member County. These services shall be administered by the Library Director and shall include, but not be limited to the following:

(a) Review and select all materials (books, periodicals, records, cassettes and other audio-visual materials) for addition to each County Library.

(b) Prepare all orders for materials to vendors and publishers.

(c) Establish a purchase order system, subject to approval by the Library Board.

(d) Check all materials received for quality and defects and file claims on goods not received in proper condition or quantity.

(e) Catalog, process and otherwise prepare all materials for delivery to each County.

(f) Deliver all materials to each County Library.

(g) Verify, process and pay invoices regarding purchase of materials for each County.

(h) Keep records of all purchases of materials.

(i) Develop and administer all state and federal grants.

(j) Assist County Library Managers in training of county library staff. Hire,

supervise, and train the regional library staff.

(k) File all necessary reports to state and federal agencies.

(l) Assist with, if necessary the preparation and administration of the annual local library budget for each member county library.

(m) Coordinate and execute the Summer Library Program in accordance with State Library instruction.

(n) Provide Inter Library Loan (ILL) and reference service assistance.

(o) Evaluate and weed the library's collection of materials.

(p) Report to each County Commission annually, or as requested, as to the quality and quantity of services provided on both a regional and county basis.

(q) Administer and recommend to each county improvements needed at each library, such as equipment upkeep, building maintenance, scheduling, inventory control, etc.; as consistent with the responsibilities of a Cooperative Library System.

SECTION 10: FINANCE.

(1) The fiscal year of the Library System shall run from October 1 through September 30 each year.

(2) The Library Board shall adopt an annual budget by September 30 to take effect on October 1 of each year.

(3) The Library Board shall secure an annual external audit of all funds administered by the Three Rivers Regional Library System and all funds claimed as expended centrally for state aid purposes, which audit shall be prepared and presented to each member county, to the Governing Library Board, and to the Florida Department of State, Division of Library and

Information Services, to qualify for the State Aid to Library's Program.

(4) Each County shall provide a copy of its budget as it relates to library functions to the Governing Board and to the Single Administrative Head. The contribution for library materials from each participating county, as reflected in its budget, shall be remitted to the Three Rivers Regional Library System twice each fiscal year.

SECTION 11: LONG RANGE PLAN FOR LIBRARY SERVICES.

(1) The Long Range Plan shall be developed by the Library Director in coordination with the Governing Library Board, member libraries, and member counties. The Plan must be adopted by the Governing Library Board of the Cooperative Library System prior to implementation.

(2) The Long Range Plan will be maintained through an annual update by the Library Director in coordination with the Governing Library Board, member libraries, and local governments.

(3) All authority with respect to funding of the Plan and of any other Three Rivers Regional Library System programs, services and/or expenditures from County revenues shall lie solely with the County and its Commission. However, all expenditures made at the local level and used as a match for State Aid purposes must be expended in compliance with and to support the purposes of the Long Range Plan and Annual Plan of Service.

(4) There shall be a single budget for library service to the residents of the legal service area of the Counties to meet the criteria for expending funds centrally. The budget must incorporate an Annual Plan of service and expenditures, and must reflect the goals, objectives and policies of the Long Range Plan of this Agreement.

(5) The budget shall be developed along a fiscal year ending on September 30 of each calendar year.

(6) The Cooperative Library's budget shall be prepared to include the individual member Counties' library budgets as presented by each respective County.

(7) The Cooperative Library's budget shall further be prepared and proposed by the Library Director in coordination with the Counties, and must be approved by the Library Board.

(8) The Library Board shall have final authority over the budget subject to the authority for funding reserved above to the Counties.

(9) The budget shall incorporate an Annual Plan of Service and Budget and shall reflect the Long Range Plan. It shall be developed by the Single Administrative Head in coordination with the participating local governments and their libraries, and shall be adopted by the Governing Library Board of the Three Rivers Regional Library System.

(10) The Annual Plan of Service and Budget shall include and take into account funds received from and expended by member Counties and the Cooperative Library; aid received from state and federal governmental sources; and all other revenues received to provide library service.

(11) There is reserved to each County the sole exclusive discretion to determine the amount of annual appropriations from County revenues and sources to the Library System. Subject to that reservation, each County agrees to expend funds in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget. In addition, County funds for the support, operation, and maintenance of each County library shall be used in accordance with specific standards for hours of service, staffing, facilities, and other basic components of library service established by the Long Range Plan and the Annual Plan of Service and Budget. The

Library Board shall have the authority for the approval of each County library budget of revenues and expenditures; PROVIDED, however, that a County library budget shall be approved and not rejected or modified by the Library Board unless that budget is expressly found to be in violation of the provisions of this Agreement or inconsistent with the Library System's budget.

SECTION 12: EXECUTION, RECORDING AND EFFECTIVE DATE.

(1) This Agreement may be simultaneously executed in four (4) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(2) At such time as this Agreement has been fully executed it shall be recorded with the Clerk of the Circuit Courts in Dixie County, Gilchrist County, Lafayette County and Taylor County.

(3) The effective date of this Agreement shall be the latest date upon which it is recorded with the Clerks of the Circuit Courts of the above-referenced Counties in which it must be recorded.

SECTION 13: AMENDMENTS.

(1) Amendments to this Agreement may be proposed by any member county through it's Board of Commissioners or any Library Board member.

(2) No amendment shall occur unless it is agreed upon by an affirmative vote of at least five (5) members of the Library Board voting and the affirmative vote of at least three-fourths (3/4) of the member county commissions.

(3) No amendment shall be effective until it is executed and recorded in the same manner as the original Agreement.

SECTION 14: COVENANT OF FURTHER ASSURANCES.

The Counties agree that from the effective date of this Agreement, each will, upon the request of the Library Board, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purposes and intent of this Agreement.

SECTION 15: DEFAULT.

If any County fails to keep and perform each and every one of the covenants hereby agreed upon, then and in that event, the Library Board, upon thirty (30) days written notice to the nonconforming County and upon the failure of the County to regain compliance within such period, may institute and maintain an action in a Court of competent jurisdiction for damages, specific performance, or injunctive relief. Additionally, the prevailing party in any litigation instituted under this Agreement shall be entitled to recover from the other party all costs of such litigation including attorney's fees both at the trial level and on appeal.

For all purposes hereunder, notice shall mean written notice sent by certified mail return receipt, properly addressed and posted, to the addresses shown herein. Notice shall be effective only upon actual mailing. Alternately, personal delivery to the chairman of the commission of a particular County shall constitute effective delivery of Notice. For purposes of the Agreement, the addresses of the parties shall be:

Dixie County	Post Office Box 4-J, Cross City, FL 32628
Gilchrist County	Post Office Box 37, Trenton, FL 32693
Lafayette County	Post Office Box 88, Mayo, FL 32066
Taylor County	Post office Box 620, Perry, FL 32348

SECTION 16: MEDIATION.

Any dispute arising among the member counties while under this agreement shall be determined by mediation in accordance with the rules of the American Arbitration Association Mediation Rules. The parties hereto agree to jointly compensate the mediator for the mediator's time and each party is required to fully cooperate with the mediator. The mediator will be required to conclude the mediation with a recommendation for settlement within a period not to exceed (30) thirty days.

IN WITNESS WHEREOF, the Board of County Commissioners of Dixie County, the Board of County Commissioners of Gilchrist County, the Board of County Commissioners of Lafayette County, and the Board of County Commissioners of Taylor County have entered into this Agreement and have caused it to be executed by their duly authorized officers.

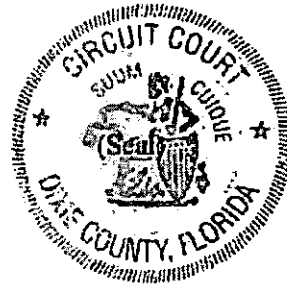
DIXIE COUNTY

A Political Subdivision of the State of Florida

By: *Mark Hattis*
Chairman

ATTEST:
Randy Johnson
Clerk of the Commission

Date: *June 21, 2018*



GILCHRIST COUNTY

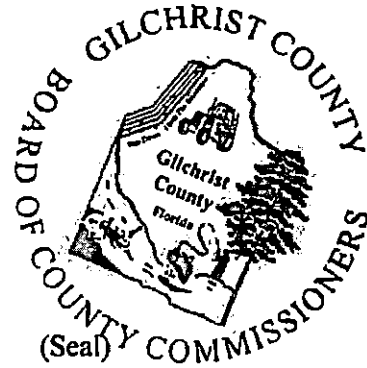
A Political Subdivision of the State of Florida

By: *W. Ray Harrison, Jr.*
Chairman *W. Ray Harrison, Jr.*

ATTEST:

Todd Newton
Clerk of the Commission *Todd Newton*

Date: *August 27, 2018*



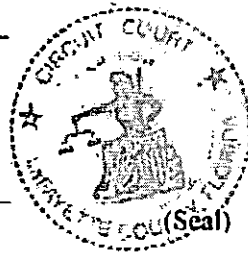
LAFAYETTE COUNTY

A Political Subdivision of the State of Florida

By: *Arnest d Jones*
Chairman

ATTEST:

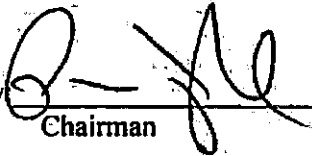
Steve Paul
Clerk of the Commission



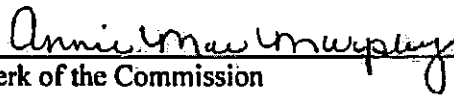
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TAYLOR COUNTY

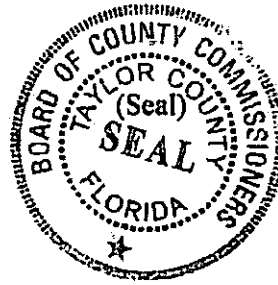
A Political Subdivision of the State of Florida

By 
Chairman

ATTEST:


Clerk of the Commission

Date: 9/4/18



**MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between the State of Florida, Department of Economic Opportunity (“DEO”) and Lafayette County, Florida (“County”). DEO and the County are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

I. Background and Purpose of MOA

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO), formerly known as the Rural Area of Critical Economic Concern (RACEC) designation.
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida’s economy and quality of life; yet, many rural communities struggle to maintain, support, or enhance job creation activities, and to generate revenues for critical government services.
- C. Florida’s Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO and authorizes the participation of State and regional organizations in this initiative. Paragraph 288.0656 (7)(a), F.S., provides for the designation of up to three RAOs. RAOs are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to subsection 288.0656 (7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on March 16, 2018 and recommended that the Governor re-designate the North Central Rural Area of Opportunity (“North Central RAO”) composed of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union as a RAO. On June 11, 2018 Governor Rick Scott issued Executive Order 18-158 which re-designated the North Central RAO for another five-year term with an expiration date of June 11, 2023.

II. The Rural Economic Development Initiative (REDI)

- A. REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of State and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's economically distressed rural communities.
- B. REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing local environmental and growth management needs.
- C. Participating REDI representatives must:
1. have comprehensive knowledge of their agencies' functions, both regulatory and service in nature, and of the State's economic goals, policies, and programs;
 2. act as the primary point of contact for their agencies on issues and projects relating to economically distressed rural communities;
 3. ensure prompt and effective response to problems arising with regard to rural issues;
 4. work closely with other REDI representatives in the identification of opportunities for preferential awards of program funds and allowances, and waiver of program requirements, when necessary, to encourage and facilitate long-term private capital investment and job creation;
 5. review and evaluate statutes and rules for adverse impact on rural communities and the development of alternative proposals to mitigate that impact;
 6. undertake outreach, capacity-building, and other advocacy efforts to improve conditions in rural communities;
 7. ensure each district office or facility of their agencies is informed about REDI;
 8. provide assistance throughout their agencies in the implementation of REDI activities;
 9. recognize counties and communities with RAO designations are eligible for a reduction or waiver of financial match of state grants and permit fees, as well as waivers of the criteria, requirements or similar provisions of economic development incentives; and
 10. recognize designated RAOs are priority assignments for REDI, per paragraph 288.0656(7)(a), F.S..
- D. On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements, or similar provisions of any economic development incentive. Such incentives shall include, but not be limited to:
1. the Qualified Targeted Industry Tax Refund Program under section 288.106, F.S.;
 2. the Quick Response Training Program under section 288.047, F.S.;
 3. the WAGES Quick Response Training Program under subsection 288.047(8), F.S.;
 4. the Economic Development Transportation Fund under section 339.2821, F.S.;

5. the Brownfield Bonus Tax Program under section 288.107, F.S.; and
 6. the Rural Job Tax Credit Program under sections 212.098 and 220.1895, F.S.
- E. Paragraph 288.0656(7)(c), F.S. states: “[e]ach rural area of opportunity may designate catalyst projects, provided that each catalyst project is: specifically recommended by REDI, identified as a catalyst project by Enterprise Florida, Inc. [EFI], and confirmed as a catalyst project by the department [DEO]. All state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of each catalyst project and the development of catalyst sites.”
- F. REDI reviews the RAO designation and may recommend the designation of the area, counties, or municipalities be terminated or continued based upon performance under this MOA.

III. The Participating Community

- A. Pursuant to paragraph 288.0656(7)(b), F.S., and Executive Order 18-158, RAO designation shall be contingent upon the execution of a MOA between the Parties. Paragraph 288.0656(7)(b) requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the County and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.
- B. The County agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued RAO designation.
- C. The County shall:
1. designate a specific contact person from among County elected or appointed officials to serve as a point of contact in all matters and activities relating to the North Central RAO;
 2. designate a specific person from a non-profit organization actively engaged in economic development within the County to serve as the as single point of contact to represent and provide input on all economic development matters and activities relating to the North Central RAO, and to receive and process leads and referrals from EFI;
 3. include contact information for designees on Exhibit A attached hereto (these designees may be the same designee to serve as the representative to other similar

- organizations); the County shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change;
4. in order to help build knowledge and skills sets required to compete more effectively for job creating projects, ensure one or both of the designated representatives:
 - a) participate in at least two economic development training events offered by DEO, EFI, the Florida Economic Development Council (FEDC), utility companies, and/or other state or national recognized economic development organizations during the term of this MOA,
 - b) regularly attend the meetings of, actively participate in, and provide input to the RAO regional economic development organization,
 - c) represent the County at national or regional economic development marketing events or trade shows, and
 - d) complete a Basic Economic Development Course approved by the International Economic Development Council (IEDC).
 5. provide REDI with a written record of activities described in subparagraphs III., 4.(a) through (d), above, semiannually, beginning 180 days from the execution of this MOA;
 6. in order to facilitate the retention and expansion of existing businesses, as well as the recruitment of new businesses, ensure one or both of the designated representatives:
 - a) work closely with the communities within the County to gather information on available buildings and sites,
 - b) input and update (or provide the information to the regional economic development organization to do so) the County's available buildings and sites into statewide and regional databases, including, but not limited to, those developed by EFI (www.enterpriseflorida.com/find-properties), Florida Power and Light, Duke Energy, or regional organizations,
 - c) visit existing businesses to learn about potential needs and city, county, or state impediments to attracting or expanding businesses,
 - d) seek input from existing businesses on local processes (including, but not limited to: business permitting, approval of construction plans, and land use, licensing, and application processes), and
 - e) relay training needs to the local workforce board;
 7. provide REDI with a written record of activities described in subparagraphs III.6.(a) through (e), above, semiannually, beginning 180 days from the date of execution of this MOA; and
 8. provide DEO with an overview and timeline of the local permitting process, plan approval, and business licensing requirements within 180 days of execution of this MOA.

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IV. Implementation and Duration

- A. Pursuant to Executive Order 18-158, the designation of the North Central RAO affecting the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union is designated as a Rural Area of Opportunity (RAO) with an expiration date of June 11, 2023.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.
- D. This MOA shall expire on June 11, 2023 unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The County may terminate this MOA at any time upon written notice to DEO.
- G. RAO designation is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

- The remainder of this page has been intentionally left blank. -

V. EXECUTION

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in Exhibit A attached hereto, the Parties have executed this MOA by their duly authorized undersigned officials.

**LAFAYETTE COUNTY,
FLORIDA**

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By 
Signature

By 
Signature

Title Earnest Jones
Chairman, Lafayette County
Board of County Commissioners

Title Julie Dennis, Director,
Division of Community
Development

Date 6/25/18

Date 8/8/18

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: C. Haek

Approved Date: 8-7-2018

**EXHIBIT A – DESIGNATED CONTACTS
Lafayette County**

Contact Information for an Elected or Appointed Official

Name: Steve Land
Address: PO Box 88
Mayo, FL 32066
Phone: 386-294-1600
Fax: 386-294-4231
Email: sland@lafayetteclerk.com

**Contact Information for One Person from
a Non-Profit Organization Engaged in Economic Development**

Name: Keesha Fundora
Address: PO Box 88
Mayo, FL 32066
Phone: 386-294-1600
Fax: 386-294-4231
Email: kfundora@lafayetteclerk.com

Please complete this page and return with the signed MOA. The County is required to inform DEO of any changes to this information within ten (10) business days of a change.

Check History Report
Sorted By Check Number
Activity From: 6/25/2018 to 6/25/2018

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
058688	6/25/2018	AASW	Aucilla Area Solid Waste Admin	9,344.58	Auto
058689	6/25/2018	APS	Alachua Pest Services, LLC	400.33	Auto
058690	6/25/2018	CINTAS	Cintas Corporation #148	231.34	Auto
058691	6/25/2018	DCSO	Dixie County Sheriff's Dept.	74.00	Auto
058692	6/25/2018	DE	Duke Energy	5,318.38	Auto
058693	6/25/2018	EWL	EnviroWaste LLC	1,600.00	Auto
058694	6/25/2018	FCPA	FCPA	600.00	Auto
058695	6/25/2018	FFB	First Federal Bank of Florida	300.22	Auto
058696	6/25/2018	MH	Mayo Hardware	1,977.00	Auto
058697	6/25/2018	MOS	McCrimon's Office Supply	82.05	Auto
058698	6/25/2018	MP	Mayo Postmaster	72.00	Auto
058699	6/25/2018	MTG	Matheson Tri-Gas Inc.	626.66	Auto
058700	6/25/2018	QC	Quill Corporation	388.98	Auto
058701	6/25/2018	SC	Sports Connection	716.00	Auto
058702	6/25/2018	SCF	Sage Checks & Forms	290.66	Auto
058703	6/25/2018	SLI	Stat-Line Industries, Inc.	375.00	Auto
058704	6/25/2018	VW	Verizon Wireless	194.84	Auto
058705	6/25/2018	W	Windstream	2,425.25	Auto
058706	6/25/2018	A+T	A+ Trailers & Fabrication, Inc	2,380.44	Auto
058707	6/25/2018	BR	Blue Rok, Inc.	1,472.68	Auto
058708	6/25/2018	CCBOC	Columbia County BOCC	1,435.61	Auto
058709	6/25/2018	CSL	Cotton State Life	13.28	Auto
058710	6/25/2018	DMH	Doctors' Memorial Hospital	1,210.38	Auto
058711	6/25/2018	DMHC	Doctor's Memorial Hospital Clinic	85.00	Auto
058712	6/25/2018	GLC	Greatamerica Financial Service	158.30	Auto
058713	6/25/2018	JDC	John Deere Credit	11,924.58	Auto
058714	6/25/2018	NFP	North Florida Printing	877.20	Auto
058715	6/25/2018	SICD	Standard Insurance Company	2,770.80	Auto
058716	6/25/2018	SICL	Standard Insurance Company	333.80	Auto
058717	6/25/2018	SICV	Standard Insurance Company	463.72	Auto
058718	6/25/2018	WSLO	Winsupply of Live Oak	550.50	Auto
058719	6/25/2018	FLGHIC	FL Local Government Health Insurance Consortium	54,442.74	Auto
058720	6/25/2018	LNLIC	Lincoln National Life Insurance Company	519.60	Auto
058721	6/25/2018	SSC	Security Safe Company, Inc.	209.00	Auto
058722	6/25/2018	LEGAL	Legal Shield	148.50	Auto
058723	6/25/2018	LNLIC	Lincoln National Life Insurance Company	371.10	Auto

Bank A Total: 104,384.52

Report Total: 104,384.52

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 25TH DAY OF JUNE, 2018.

Lance Taylor
Tommy White
Riva Walker
Anthony Adams
Darnest D. Jones


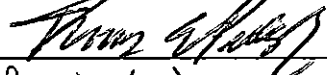
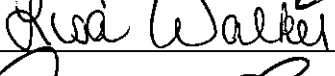
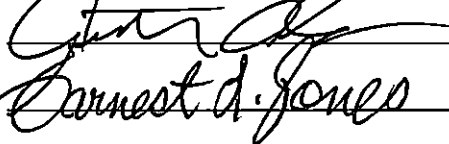
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON JUNE 25, 2018.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T AK Associates	Communications Professional Services	526-410 526-310	_____	\$ 125.00 \$ 4,250.00
TOTAL				\$ 4,375.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF JUNE, 2018.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON JUNE 25, 2018.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Mayo Hardware	Maint- A+ Trailers	552-461		\$ 524.18
TOTAL				\$ 524.18

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 25TH DAY OF JUNE, 2018.

