

REGULAR MEETING  
AUGUST 14, 2017  
9:00 A.M.

**BOOK 39 PAGE 014**

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.

**HUGH THOMAS WITH SUWANNEE RIVER WATER MANAGEMENT DISTRICT**

Hugh Thomas with Suwannee River Water Management District presented the Board with a check for payment in lieu of taxes in the amount of \$77,581.69.

**MARCUS CALHOUN – COUNTY MAINTENANCE**

Marcus Calhoun discussed repairs that need to be done to the Third District Community Center with the Board. After discussion, the Board told Marcus to get quotes for the repair work and bring it back to them for review before they decide how they want to proceed with the repairs.

**ADDENDUM #2 FOR DARABI & ASSOCIATES**

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to approve Addendum #2 for Darabi & Associates in the amount of \$155,000.00 for the Roosevelt Road/CR 300 project.

**RESOLUTION NO. 2017-08-01**

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2017-08-01 by title only. On a motion by Mr. Adams and a second by Mr. Lamb, the Board voted unanimously to approve the Resolution for the resurfacing or reconstruction of CR 480 with the Florida Department of Transportation.

**COUNTY HEALTH INSURANCE**

Robin Riley, Fred Bean and Brad Kopcha, made a presentation before the Board regarding options for the County Health Insurance policy. The Board agreed to review all the material that was given to them and make a decision about this at the next Board Meeting on August 28, 2017.

**APPROVE THE BILLS**

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

General Fund - \$257,946.18

Emergency 911 Fund - \$382.39

Industrial Park Fund - \$1,810.00

**SIMS PROPERTY**

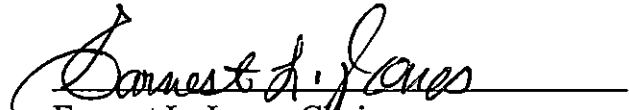
The Board discussed the Sims Property and some possible cleaning work that needs to be done there. On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve advertising for bids to do the clean-up work on the property.

**ADVERTISE FOR ENGINEERING SERVICES**

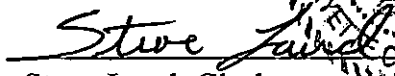
On a motion by Mr. Adams and a second by Mr. Lamb, the Board voted unanimously to advertise to receive RFQ's for Engineering Services for county projects.


ADJOURN

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

  
Ernest L. Jones, Chairman

Attest:

  
Steve Land, Clerk

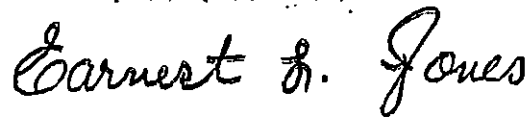


Approved this 28<sup>th</sup> day of August, 2017.

AMENDED  
PUBLIC NOTICE

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, August 14, 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.
  - A) Hugh Thomas with the Suwannee River Water Management District – present the Board with their payment in lieu of taxes.
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 Addendum #2 for Darabi and Associates.
7. Approve contract with D.O.T. for the resurfacing or reconstruction of CR 480.
8. Discuss options for county health insurance.
9. Leenette McMillan-Fredriksson – various items.
10. Approve the bills.
11. Other Business.
  - A) Discuss the Sims Property.
12. 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](http://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

BOOK 39 PAGE 018

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 8/14/17

was published in said newspaper in the issues of

AUGUST 10, 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.

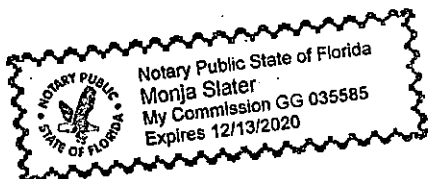
*Louise Shedd*

Sworn to and subscribed before me this 10th day of August, 2017.

*Monja Slater*  
(SEAL) Notary Public

Personally known ✓ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_



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Earnest L. Jones, Chairman  
Lafayette County Commission

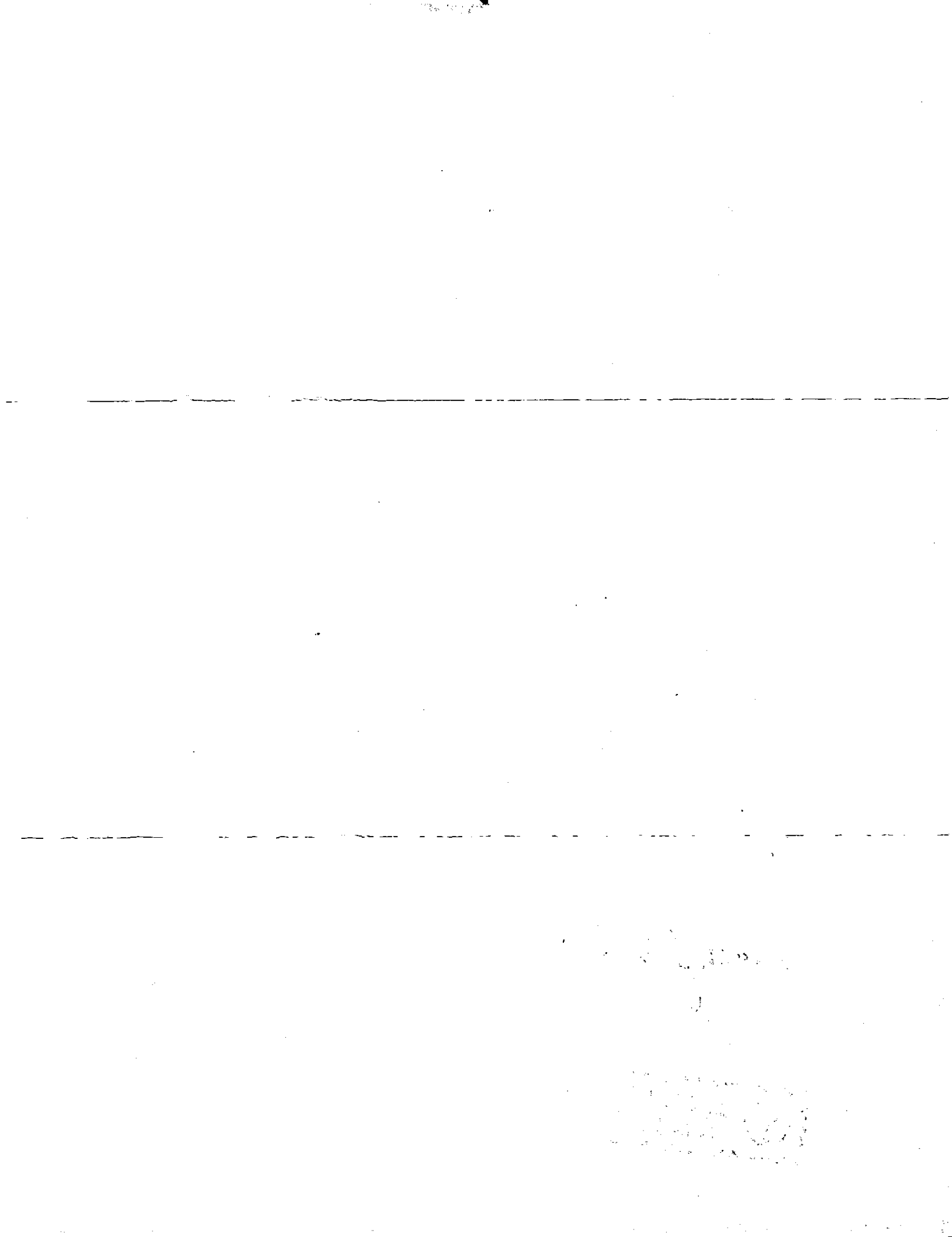
BOARD OF COUNTY COMMISSIONERS:

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12. Adjourn.

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FILED  
2017 AUG 16 AM 10:20

STEVE LAND - CLERK  
LAFAYETTE COUNTY, FL



ADDENDUM # 2  
2017

Engineering Services Agreement  
Darabi and Associates, Inc.  
Lafayette County

Darabi And Associates as Consulting Engineer for Lafayette County, will perform tasks associated with DEP/Legislative funding associated with Storm water, Flood Protection and water quality control needed for the Roosevelt Road/ CR 300 area. The as identified within contract with DEP tasks, includes the following items Specific to the DEP managing the Legislative grant.

Preliminary Engineering, including  
Site boring, groundwater and storm water  
Management, storage and pond sizes and dimensions

Lump Sum \$55,000.00

Engineering Design & Permitting  
For the site-specific pond Locations,  
Groundwater recharge and discharge,  
Path along and across CR 300

Lump Sum \$75,000.00

Contract Adm. And Inspection

Lump Sum \$25,000.00

Total \$155,000.00

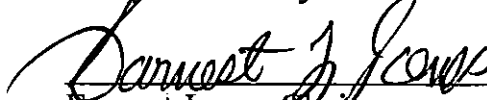
Darabi and Associates, Inc.



Frank Darabi, President

Date 8/1/17

Lafayette County



Ernest Jones, Chairman  
Lafayette County Commission

Date 8/14/17

**RESOLUTION NO. 2017-08-01    BOOK 39 PAGE 020**

**WHEREAS**, the Florida Department of Transportation has offered Lafayette County an agreement for financial project ID: 436443-1-54-01 in the amount of \$700,000.00, and

**WHEREAS**, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement for the resurfacing or reconstruction of CR 480, project no.: 436443-1-54-01 from SR 349 to CR 500 in Lafayette County, and

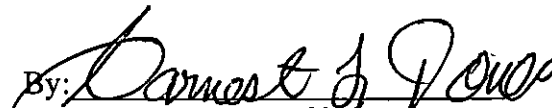
**WHEREAS**, the Florida Department of Transportation has provided a “State of Florida Department of Transportation, Small County Road Assistance Program”, and

**WHEREAS**, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.


**THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS**, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

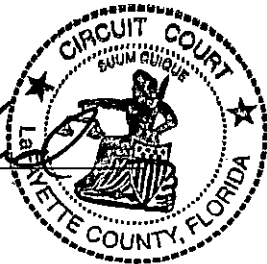
**PASSED** in regular session this 14<sup>th</sup> day of August, 2017.

Board of County Commissioners  
Lafayette County, Florida

By:   
Ernest L. Jones, Chairman

Attest:

  
Steve Land, Clerk







*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, Florida 32025

MIKE DEW  
SECRETARY

February 28, 2017

Steve Land, County Clerk / Manager  
Lafayette County Clerk's Office  
PO Box 88  
Mayo, Florida 32066

**BOOK 39 PAGE 021**

**Subject: Small County Road Assistance Program  
Resurfacing or reconstruction of CR 480  
From SR 349 to CR 500  
Financial Project ID: 436443-1-54-01  
Contract Number: G0076**

Dear Mr. Land:

Enclosed for your file is a fully executed copy of the Small County Road Assistance Program Agreement for the resurfacing or reconstruction of CR 480 from SR 349 to CR 500 in Lafayette County, Florida.

Lafayette County must provide a set of signed and sealed plans and an email verifying that the consultant has been selected in accordance with the Consultant's Competitive Negotiation Act (CCNA) for Department's review and approval *prior* to the Department giving authorization to advertise. The Department does not allow the CEI and designer to be the same.

Prior to award, please submit the name of the lowest responsible / responsive bidder. The Department will verify that the County's selection is a FDOT prequalified contractor and give Department approval. Once a contractor is selected, please send the preliminary schedule from the contractor.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Lafayette County is responsible for bearing all expenses in excess of the amount the Department agrees to participate **(\$700,000.00)**.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402.

Sincerely,

Kim Evans  
District Local Program Administrator

/ke  
Enclosures

**BOOK 39 PAGE 022**

Financial Project No.: **436443-1-54-01**  
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this 29<sup>th</sup> day of August, 2017 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Lafayette County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 436443-1-54-01, for costs directly related to the resurfacing or reconstruction of CR 480 from SR 349 to CR 500, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. 2017-08-01 dated the 14<sup>th</sup> day of August, 2017, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in Exhibit A, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall

**BOOK 39 PAGE 023**

Florida Statutes:  
334.044(7)

850-035-02  
PROGRAM MANAGEMENT  
OGC - 09/15  
Page 2 of 12

expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit B, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

**TO DEPARTMENT:**

Kim Evans, District Local Program Administrator  
1109 South Marion Avenue  
Lake City, Florida 32025  
Kimberly.evans@dot.state.fl.us

**TO COUNTY:**

Lafayette County Clerk/Manager's Office  
Steve Land, County Manager  
Post Office 88  
Mayo, Florida 32066

**2. TERM**

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before June 30, 2019.
- ii) Construction to be completed on or before **December 31, 2020**.

B. The COUNTY agrees to complete the PROJECT on or before **December 31, 2020**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

**3. COMPENSATION AND PAYMENT**

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services ("CEI")] in the amount of Seven hundred thousand dollars (\$700,000.00).

B. The COUNTY shall submit one invoice electronically plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- Quarterly
- or once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (**this excludes general and administrative overhead**).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit NA, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has 5 working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

#### 4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. LIABILITY INSURANCE. The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. WORKER'S COMPENSATION. The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

#### 5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the

work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

**6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT**

A. The administration of resources awarded through the DEPARTMENT to the COUNTY by this Agreement may be subject to audits and/or monitoring by the DEPARTMENT. The following requirements do not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The COUNTY shall comply with all audit and audit reporting requirements as specified below.

- i. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the COUNTY'S use of state financial assistance may include but not be limited to on-site visits by DEPARTMENT staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the DEPARTMENT by this Agreement. By entering into this Agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT, the Department of Financial Services (DFS) or the Auditor General.
- ii. The COUNTY a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the DEPARTMENT through this Agreement is subject to the following requirements:
  - a. In the event the COUNTY meets the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY must have a State single or project-specific audit conducted 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 Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement needed by the COUNTY to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the COUNTY shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT by this Agreement, 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.
  - b. In connection with the audit requirements, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550

(local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- c. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the COUNTY is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the COUNTY must provide a single audit exemption statement to the DEPARTMENT at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the COUNTY'S audit period for each applicable audit year. In the event the COUNTY does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 COUNTY'S resources (*i.e.*, the cost of such an audit must be paid from the COUNTY'S resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the DEPARTMENT shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - f. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.
  - g. Upon receipt, and within six months, the DEPARTMENT will review the COUNTY'S financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the DEPARTMENT by this Agreement. If the COUNTY fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - h. As a condition of receiving state financial assistance, the COUNTY shall permit the DEPARTMENT, or its designee, DFS or the Auditor General access to the COUNTY'S records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- iii. The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the

DEPARTMENT, or its designee, DFS or the Auditor General access to such records upon request. The COUNTY shall ensure that the audit working papers are made available to the DEPARTMENT, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the DEPARTMENT.

**7. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

**8. MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination,



the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

H. The contractor/consultant/vendor agrees to comply with s.20.055 (5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055 (5), Florida Statutes.

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this 14<sup>th</sup> day of August, 2017, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number of the Board on the 14<sup>th</sup> day of August, 2017, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 29<sup>th</sup> day of August, 2017.

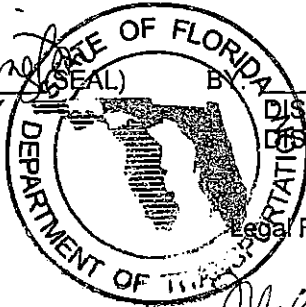
LAFAYETTE COUNTY, FLORIDA

ATTEST: Steve Paul (SEAL)  
CLERK

BY: James H. Jones  
CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: Bronda Jamison (SEAL)  
EXECUTIVE SECRETARY



BY: [Signature]  
DISTRICT SECRETARY  
DISTRICT TWO

District Construction/Maintenance  
Engineer Approval:

Legal Review:

Officer J. Blackwell 8.24.17

Availability of Funds

Approval:

(Date)

EXHIBIT 1

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** SMALL COUNTY ROAD ASSISTANCE PROGRAM  
**CSFA Number:** 55.016  
**\*Award Amount:** \$ 700,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.016 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.016 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**Financial Project No.:436443-1-54-01**  
Catalog of State Financial Assistance No.: 55009

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Lafayette County Board of County Commissioners dated

August 25, 2017.

**PROJECT LOCATION:**

The project is referred to as resurfacing or reconstruction of CR 480 from SR 349 to CR 500 in Lafayette County, Florida.

**PROJECT DESCRIPTION:**

The project consists of resurfacing or reconstruction as follows:

- Development of design plans;
- Bid and award package;
- Construction;
- Construction Engineering and Inspection

**BOOK 39 PAGE 032**

**AGENCY RESPONSIBILITIES:**

**Prior to Authorization to Advertise:**

The Agency is required to provide a set of signed and sealed design plans for the Department review and comment.

The Agency is required to send an Engineer's Estimate. The Agency is required to send an email verifying that the design consultant was obtain following the CCNA.

The Agency is required to send a signed Right of Way, Railroad and Utility Certification (signed by the Agency). If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Agency is required to send an email stating how CEI will be performed.

**Prior to Concurrence of Award:**

The Agency is required to submit the name of the lowest responsible / responsive bidder. The Department will verify the selection is a FDOT prequalified contractor and give Department approval.

The Agency is required to provide final bid documents.

The Department's maximum participation is not to exceed **\$700,000.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

# BOOK 39 PAGE 033

Florida Statutes:  
334.044(7)

850-035-02  
PAVEMENT MANAGEMENT  
OGC – 06/11  
Page 12 of 12

The Honorable Lisa Walker, Chair Lafayette County BOCC Post Office 88 Mayo, Florida 32066	<b>SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP)</b>  <b>SCHEDULE OF FUNDING EXHIBIT "B"</b>	Financial Project ID: <b>436443-1-54-01</b>  Contract Number:
--	---	---

## PROJECT DESCRIPTION

Name: CR 480

Length N/A

Termini: from SR 349 to CR 500

Description of Work: resurfacing or reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (1%)	(3) STATE & FEDERAL FUNDS (100%)
<b>Design</b>			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Design Cost	_____	_____	_____
<b>Right of Way</b>			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way Cost	_____	_____	_____
<b>Construction</b>			
<u>2016-2017</u>	\$ 700,000.00	_____	\$ 700,000.00
<u>2017-2018</u>	_____	_____	_____
<u>2018-2019</u>	_____	_____	_____
<u>2019-2020</u>	_____	_____	_____
Total Construction Costs	\$ 700,000.00	_____	\$ 700,000.00
<b>Construction Engineering and Inspection</b>			
<u>2016-2017</u>	_____	_____	_____
<u>2017-2018</u>	_____	_____	_____
<u>2018-2019</u>	_____	_____	_____
<u>2019-2020</u>	_____	_____	_____
Total Construction Costs	_____	_____	_____
<b>Total Cost of Project</b>	\$ 700,000.00	_____	\$ 700,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

WHEREAS, the Florida Department of Transportation has offered Lafayette County an agreement for financial project ID: 436443-1-54-01 in the amount of \$700,000.00, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement for the resurfacing or reconstruction of CR 480, project no.: 436443-1-54-01 from SR 349 to CR 500 in Lafayette County, and

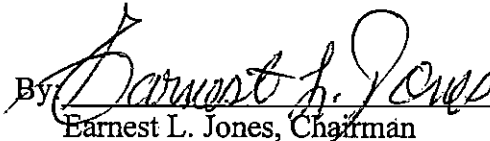
WHEREAS, the Florida Department of Transportation has provided a "State of Florida Department of Transportation, Small County Road Assistance Program", and

WHEREAS, the Board finds that it is in the best interest of the Board to enter into and execute such agreement.


**THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS,** that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

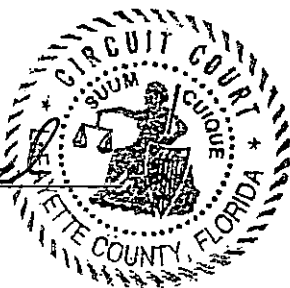
**PASSED** in regular session this 14<sup>th</sup> day of August, 2017.

Board of County Commissioners  
Lafayette County, Florida

By   
Earnest L. Jones, Chairman

Attest:

  
Steve Land, Clerk



**Check History Report**  
**Sorted By Check Number**  
**Activity From: 8/14/2017 to 8/14/2017**

**BOOK 39 PAGE 035**

**Lafayette County (GNF)**

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
057328	8/14/2017	AASW	Aucilla Area Solid Waste Admin	12,218.64	Auto
057329	8/14/2017	ACBCC	Alachua County BOCC	1,987.11	Auto
057330	8/14/2017	AFSI	Automatic Fire Systems, Inc.	3,188.00	Auto
057331	8/14/2017	APLO	Ag-Pro Live Oak	482.87	Auto
057332	8/14/2017	B&M	Badcock & More	598.00	Auto
057333	8/14/2017	BEARD	Beard Equipment Company	1,000.85	Auto
057334	8/14/2017	BH	Bates Hydraulics Inc.	155.61	Auto
057335	8/14/2017	BR	Blue Rok, Inc.	2,106.25	Auto
057336	8/14/2017	BSW	Blue Summit Waters, LLC	153.00	Auto
057337	8/14/2017	CINTAS	Cintas Corporation #148	190.08	Auto
057338	8/14/2017	CTY	Cindy Tysall	14.93	Auto
057339	8/14/2017	DA	Darabi & Associates	31,111.48	Auto
057340	8/14/2017	DBM	Dr. Bogdan Maliszewski	700.00	Auto
057341	8/14/2017	DCSO	Dixie County Sheriff's Dept.	2,146.00	Auto
057342	8/14/2017	DDF	DDF Consulting Group, Inc.	290.00	Auto
057343	8/14/2017	DISH	Dish Network	121.18	Auto
057344	8/14/2017	EWL	EnviroWaste LLC	800.00	Auto
057345	8/14/2017	HASI	Hamlin Auto Supply, Inc	961.78	Auto
057346	8/14/2017	KWB	Ketchum, Wood & Burgert	2,896.40	Auto
057347	8/14/2017	MAP	Mayo Auto Parts	2,037.69	Auto
057348	8/14/2017	MH	Mayo Hardware	923.34	Auto
057349	8/14/2017	MT	Mayo Thriftway	292.55	Auto
057350	8/14/2017	MTCI	Mayo Truck Clinic, Inc.	1,850.00	Auto
057351	8/14/2017	MTRI	Med-Tech Resource Inc.	2,394.21	Auto
057351	8/14/2017	MTRI	Med-Tech Resource Inc.	2,394.21	Reversal
057352	8/14/2017	NFP	North Florida Printing	510.00	Auto
057353	8/14/2017	NFPM	North Florida Pharmacy of Mayo	247.90	Auto
057354	8/14/2017	NTC	Nextran Truck Center - Lake Ci	163.38	Auto
057355	8/14/2017	QC	Quill Corporation	394.61	Auto
057356	8/14/2017	QMC	Quick Med Claims	1,641.64	Auto
057357	8/14/2017	SACL	Suwannee American Cement LLC	1,327.59	Auto
057358	8/14/2017	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
057359	8/14/2017	SCF	Sage Checks & Forms	225.56	Auto
057360	8/14/2017	SGMG	South Georgia Media Group	113.42	Auto
057361	8/14/2017	SSC	Security Safe Company, Inc.	595.68	Auto
057362	8/14/2017	TOM	Town of Mayo	648.79	Auto
057363	8/14/2017	VCD	Vista Clinical Diagnostics	50.00	Auto
057364	8/14/2017	WRW	W R Williams Distributors	9,967.99	Auto
057365	8/14/2017	AFLAC	AFLAC	1,318.70	Auto
057366	8/14/2017	AHLIC	American Heritage Life Insurance Company	130.52	Auto
057367	8/14/2017	BTM	Bound Tree Medical, LLC.	188.40	Auto
057368	8/14/2017	CPE	Certified Plumbing & Electric	624.00	Auto
057369	8/14/2017	CSL	Cotton State Life	13.28	Auto
057370	8/14/2017	GLC	Greatamerica Financial Service	48.87	Auto
057371	8/14/2017	LCPA	Lafayette County Property App.	23,841.75	Auto
057372	8/14/2017	LCSC	Lafayette County Sheriff	30,000.00	Auto
057373	8/14/2017	LCSE	Lafayette County Sup of Electi	17,752.33	Auto
057374	8/14/2017	LCSE9	Lafayette County Sheriff	25,000.00	Auto
057375	8/14/2017	LCSLE	Lafayette County Sheriff	30,000.00	Auto
057376	8/14/2017	LCTC	Lafayette County Tax Collector	22,863.00	Auto
057377	8/14/2017	LN	Liberty National Life Insuranc	668.82	Auto
057378	8/14/2017	ME	Mowrey Elevator Co of FL	245.37	Auto
057379	8/14/2017	MOS	McCrimon's Office Supply	338.40	Auto
057380	8/14/2017	PD	Public Defender Occupancy Acco	364.00	Auto

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
057381	8/14/2017	PDIT	Public Defender I.T.	290.00	Auto
057382	8/14/2017	PPP	Putnal's Premium Pine Straw	675.00	Auto
057383	8/14/2017	SA	Jeff Siegmeister	1,825.17	Auto
057384	8/14/2017	SAIT	Jeff Siegmeister	740.15	Auto
057385	8/14/2017	TCI	Tri-County Irrigation, Inc.	65.65	Auto
057386	8/14/2017	W	Windstream	957.09	Auto
057387	8/14/2017	MTRI	Med-Tech Resource Inc.	2,008.37	Auto
057388	8/14/2017	SCF	Sage Checks & Forms	225.56	Auto
057389	8/14/2017	ATCL	Andersons' Tri-county Locksmit	8.00	Auto
057390	8/14/2017	BGC	Bennett's Glass Company	2,162.00	Auto
057391	8/14/2017	FCP	Florida Clinical Practice	300.00	Auto
057392	8/14/2017	JED	James E Davis	7,500.00	Auto
057393	8/14/2017	MLO	McMillan Law Office, P.A.	2,312.32	Auto
057394	8/14/2017	MTG	Matheson Tri-Gas Inc.	607.76	Auto
057395	8/14/2017	FFB	First Federal Bank of Florida	1,773.07	Auto
057396	8/14/2017	VW	Verizon Wireless	215.65	Auto

Bank A Total: 257,946.18

Report Total: 257,946.18

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 14TH DAY OF AUGUST, 2017.

*Janice L...*  
 \_\_\_\_\_  
*Thomas...*  
 \_\_\_\_\_  
*Ava Walker*  
 \_\_\_\_\_  
*Dannest H. Jones*  
 \_\_\_\_\_





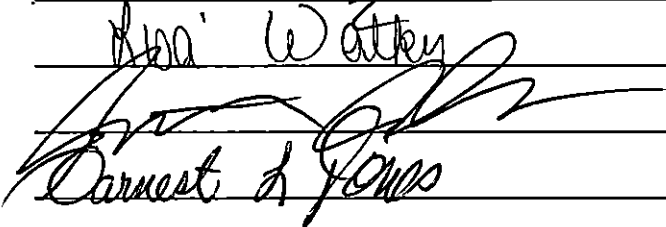
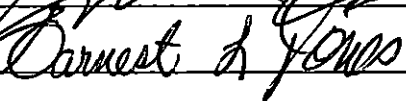
**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON AUGUST 14, 2017.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Mayo Air Conditioning	Maintenance-A+ Trailers	552-461		\$ 1,050.00
First Federal Bank	Maintenance-A+ Trailers	552-461		\$ 760.00
TOTAL				\$ 1,810.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF AUGUST, 2017.

  
 \_\_\_\_\_  
  
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**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON AUGUST 14, 2017

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
AT&T	Communications	526-410		\$ 125.00
Windstream	Communications	526-410		\$ 257.39
<b>TOTAL</b>				<b>\$ 382.39</b>

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 14TH DAY OF AUGUST, 2017.

