

REGULAR MEETING  
DECEMBER 11, 2017  
9:00 A.M.

**BOOK 39 PAGE 337**

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.

**ROADS TO SUBMIT FOR FIVE YEAR WORK PLAN**

On a motion by Mr. Adams and a second by Mr. Pridgeon, the Board voted unanimously to approve the following roads for the Florida Department of Transportation's Five Year Work Plan as per the recommendation of Scott Sadler, Public Works Director: County Road 53, County Road 250, and County Road 536.

**CR 300 PROJECT**

On a motion by Mr. Pridgeon and a second by Mr. Adams, the Board voted unanimously to appoint Mr. Jones to assist Frank Darabi with the CR 300 Flood Mitigation Project.

**BUILDING DEPARTMENT REQUEST**

Robert Hinkle, Lafayette County Building Inspector, requested that the Board raise the square footage requirements for all living facilities from 150 sq. ft. to 500 sq. ft. The Board decided to check with surrounding counties and see what their requirements are before making a decision about this issue.

**RESOLUTION NO. 2017-12-01-02**

On a motion by Mr. Pridgeon and a second by Mr. Adams, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2017-12-01-02 by title only. On a motion by Mr. Lamb and a second by Mr. Pridgeon, the Board voted unanimously to approve the resolution, which also approves the Maintenance Agreement with the Florida Department of Transportation for the CR 250 Suwannee River Bridge Replacement and Roadway Construction.

**RESOLUTION NO. 2017-12-01-01**

On a motion by Mr. Pridgeon and a second by Mr. Lamb, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2017-12-01-01 by title only. On a motion by Mr. Lamb and a second by Mr. Adams, the Board voted unanimously to approve the resolution for the North Florida Economic Development Partnership.

**ENGINEERING PROPOSAL FROM DARABI AND ASSOCIATES, INC.**

On a motion by Mr. Adams and a second by Mrs. Walker, the Board voted unanimously to approve the Engineering Proposal from Darabi and Associates, Inc. for County Roads 405, 425, 480, and 500.

**MONROE AVENUE PROJECT**

On a motion by Mr. Adams and a second by Mr. Lamb, the Board voted unanimously to appoint Mr. Jones to the negotiating committee along with Scott Sadler and Steve Land for the Monroe Avenue Project.

**APPROVE THE BILLS**

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

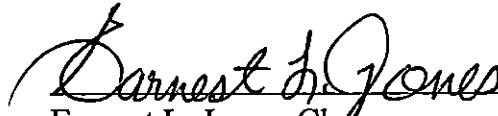
General Fund - \$432,824.32

Industrial Park Fund - \$12.67

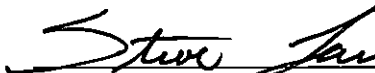
Emergency 911 Fund - \$1,225.72

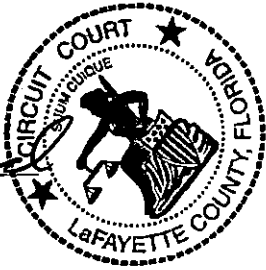
## ADJOURN

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

  
Earnest L. Jones, Chairman

Attest:

  
Steve Land, Clerk



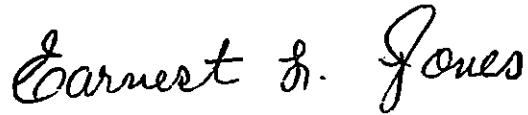
**BOOK 39 PAGE 339**

Approved this 8<sup>th</sup> day of January, 2018.

## PUBLIC NOTICE

The Lafayette County Commission will be holding a regular scheduled meeting on Monday, December 11, 2017 at 9:00 a.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Earnest L. Jones, Chairman  
Lafayette County Commission

### **BOARD OF COUNTY COMMISSIONERS:**

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
  - A) Marcus Calhoun – Maintenance.
  - B) Scott Sadler – Public Works.
  - C) Robert Hinkle – Building/Zoning.
  - D) Marty Tompkins – EMS.
  - E) Jana Hart – Extension Office.
6. Execute the Resolution and Maintenance Agreement with DOT for the CR 250 Suwannee River Bridge Replacement and Roadway Construction.
7. Adopt a Resolution for the North Florida Economic Development Partnership.
8. Consider the Engineering Proposal.
9. Leenette McMillan-Fredriksson – various items.
10. Approve the bills.
11. Other Business.
12. Adjourn.

**BOOK 39 PAGE 340**

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  
Please Run 12/7/17.

MAYO FREE PRESS  
Published Weekly  
Post Office Box 370 386-362-1734  
Live Oak, Florida 32064

BOOK 39 PAGE 341

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

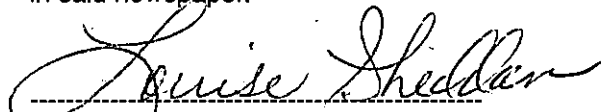
in the matter of

LCBCC REGULAR MEETING 12/11/17

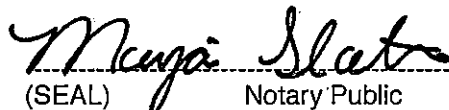
was published in said newspaper in the issues of

DECEMBER 7, 2017

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



Sworn to and subscribed before me this 7th day of  
December, 2017.

  
(SEAL) Notary Public

Personally known X or produced identification \_\_\_\_\_

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

PUBLIC NOTICE

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By Order Of:

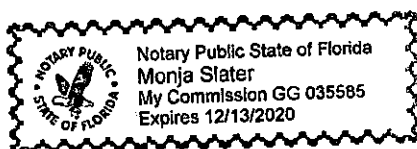
Earnest L. Jones, Chairman  
Lafayette County Commission

BOARD OF COUNTY  
COMMISSIONERS:

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- See [www.lafayetteclerk.com](http://www.lafayetteclerk.com) for updates and amendments to the agenda.  
12/07/2017





**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA, ENDORSING THE FDOT'S  
BRIDGE REPLACEMENT AND ROADWAY RECONSTRUCTION  
OF THE CR 250 SUWANNEE RIVER OVERFLOW BRIDGE  
CULVERT #330006; FINANCIAL PROJECT ID: 212724-2-52-01, FOR  
THE ADOPTION OF A TRANSFER AND MAINTENANCE AGREEMENT.**

**WHEREAS**, the FDOT is scheduled to replace the Bridge and reconstruct the roadway at the: CR 250 Suwannee River overflow (no. 330006) 212724-2-52-01 on behalf of Lafayette County; and

**WHEREAS**, Lafayette County must adopt a resolution endorsing the Department's delivery of this particular project prior to the Department's delivery of the project; and

**WHEREAS**, Lafayette County is neither certified as a Local Agency Program Agency, nor does Lafayette County desire to become LAP certified due to lack of staffing and/or other resource limitations;

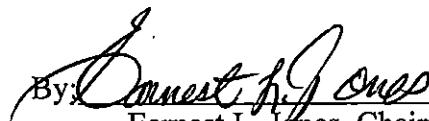
**NOW, THEREFORE,**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, that:**

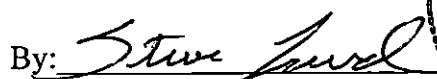
The Board unanimously approves this resolution and endorses the FDOT's Bridge Replacement and Roadway Reconstruction at the Bridge located at the CR 250 Suwannee River overflow (no. 330006) 212724-2-52-01.

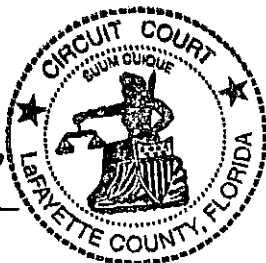
ADOPTED in regular session this 11<sup>th</sup> day of December, 2017.

LAFAYETTE COUNTY BOARD OF COUNTY  
COMMISSIONERS

By:   
Ernest L. Jones, Chairman

ATTEST:

By:   
Steve Land  
Clerk of Court



6



***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

1109 South Marion Avenue  
Lake City, Florida 32025

**MIKE DEW  
SECRETARY**

December 20, 2017

Mr. Steve Land, County Clerk / Manager  
Lafayette County Courthouse  
PO Box 88  
Mayo, Florida 32066

**BOOK 39 PAGE 343**

**Subject: TRANSFER & MAINTENANCE AGREEMENT  
CR 250 Suwannee River Bridge # 370018  
Financial Project ID: 212724-2-52-01**

Dear Mr. Land:

Enclosed for your file is a fully executed copy of the Transfer & Maintenance Agreement for the subject project.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402

Sincerely,

Kim Evans  
District Local Programs Administrator

/ke  
Enclosures

cc: Mr. Doug Dycas, FDOT Project Manager



**TRANSFER AND MAINTENANCE AGREEMENT**

**THIS TRANSFER AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Lafayette County ("Agency").

**-RECITALS-**

1. The term "Property" shall collectively refer to certain real property located in Lafayette County, Florida, portions of which are owned by the Agency and referred to as the "Maintained Property", and portions of which are currently owned or in the process of being purchased by the Department and referred to as the "Transferred Property", all of which is more particularly shown in **Exhibit "A" (LAFAYETTE)** (the Maintained Property is shaded in green, the Transferred Property is shaded in purple); and
2. Portions of the Transferred Property include a perpetual easement acquired by the Department from the Trustees of the Internal Improvement Trust Fund ("TIITF Easement"), as more particularly shown on **Exhibit A (LAFAYETTE)** (the areas of the Transferred Property that include the TIITF Easement are shaded in red for Lafayette County); and
3. There is a bridge known as the CR 250 Suwannee River Bridge No. 370018 ("Bridge"), as shown in **Exhibit "B"**, which is approximately 730 feet long and portions of which lie in both Suwannee and Lafayette Counties; and
4. For purposes of this Agreement, the portion of the Bridge identified in **Exhibit A** is owned by the Agency and exists only in Lafayette County; and
5. Approximately 630 feet to the west of the Bridge, there is a box culvert known as the CR 250 Suwannee River Overflow Bridge Culvert #330006 ("Culvert"); and
6. The Department will be replacing the Bridge via Financial Project Number ("FIN") 212724-2-52-01, and;
7. Construction of the Bridge replacement required acquisition of additional right-of-way; and
8. For purposes of this Agreement, the term "Improvements" means and shall refer to the Bridge replacement and widening, and roadway reconstruction, all of which will be constructed on or within the Property, as more particularly shown in **Exhibit "B"**; and
9. The Department and the Agency previously executed a Construction and Maintenance Agreement on June 21, 2016, ("CMA"), attached as **Exhibit "C"**, establishing construction and maintenance responsibilities for the Project; and
10. For purposes of this Agreement, the term Improvements will also include the continued operation, maintenance, and repair of the Culvert, in accordance with paragraph 11 below; and
11. The parties agree that the previously executed CMA shall be replaced in its entirety by this Agreement; and
12. The parties intended for all of the Property and Improvements to be owned, operated, and maintained by the Agency upon completion of the Project; however, the CMA did not identify or provide a means by which a transfer of the real property and Improvements would occur; and
13. The Department shall construct the Improvements on the Property; and
14. The Department's ability to fund construction of the Improvements is wholly contingent on appropriation of funds to the Department; and

15. A date for the commencement of construction of the Improvements has not been established; and

16. Upon completion of the Project and construction of the Improvements, the Department will transfer the Transferred Property to the Agency via map transfer or any other means of conveyance as required by law; as determined by the Department, ("Conveyance"); and

17. The Agency agrees to receive and accept ownership of the Transferred Property via Conveyance; and

18. Upon completion of the Project and contemporaneously with the conveyance of the Transferred Property, the Agency agrees to make every reasonable good faith effort to cause the TIITF to allow the transfer or assignment of the TIITF Easement located on or within the Property, from the Department to the Agency; and

19. Upon completion of the Conveyance, the Agency agrees that it shall own, operate, maintain and repair the Transferred Property and the Improvements therein at its sole cost and expense; and

20. Upon transfer or assignment of the TIITF Easement from the Department to the Agency, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvements therein at its sole cost and expense; and

21. In the event the TIITF Easement is not able to be transferred from the Department to the Agency, the Agency agrees that it shall operate, maintain and repair the TIITF Easement, and any Improvements contained therein, accordance with the Operation, Maintenance & Repair section of this Agreement; and

22. The Agency, by Resolution ~~2017-12-01-02~~ dated 12/11/17, has authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "D".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

**4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

**5. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B) shall 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.

**6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

#### **10. CONVEYANCE OF TRANSFERRED PROPERTY AND TIIF EASEMENT**

A. Upon completion of the Project, the Department shall convey the Transferred Property to the Agency by the Conveyance. The Agency, by execution of this Agreement, agrees that it will accept the Transferred Property and all Improvements as well as all maintenance responsibilities described in paragraph 11 below, immediately upon Conveyance by the Department.

B. Contemporaneously with the conveyance of the Transferred Property, the Agency further agrees to make every good faith effort to cause the TIIF Easement, and all Improvements contained therein, owned by the Department to be transferred or assigned to the Agency by the TIIF. Upon conveyance of the TIIF Easement, the Agency will assume all maintenance responsibilities described in paragraph 11 below. In the event the TIIF Easement is not conveyed to the Agency, the Agency agrees to operate, maintain and repair the same in accordance with paragraph 11, below.

C. The Agency shall continue to own, operate, maintain, and repair the Maintained Property, and all Improvements therein, following completion of the Project.

**11. OPERATION, MAINTENANCE & REPAIR**

A. Upon completion of all Conveyances, the Agency shall own, operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

**12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

**13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

**14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2017).

**15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Kim Evans, District Local Programs Administrator  
1109 South Marion Avenue  
Lake City, Florida 32025

Agency: Steve Land, County Clerk / County Manager  
Lafayette County Courthouse  
PO Box 88  
Mayo, Florida 32066

**16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

**18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

**20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way, define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**32. FEDERAL NON-PARTICIPATING ITEMS**

A. The Agency understands and agrees that only Improvements deemed to be federal participating as determined in accordance with the Federal Highway Administration's Code of Federal Regulations ("CFR") shall be compensable via this Project FIN.

B. Any items, as solely determined, in accordance with the CFR, by the Department, which are deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.

**33. PUBLIC RECORDS**

Agency shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 [prcustodian@dot.state.fl.us](mailto:prcustodian@dot.state.fl.us); and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake

CR 250 Suwannee River Bridge No. 370018 (Lafayette County section) 11-27-2017

City, Florida 32025, if Agency has any questions regarding the application of Chapter 119, Florida Statutes, and Agency's duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

F. Failure by Agency to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

#### **34. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, 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 1 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 and which have a term for a period of more than 1 year."

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty-three (23) pages.

***SIGNATURES ON FOLLOWING PAGE***

***INTENTIONALLY LEFT BLANK***

**Florida Department of Transportation**

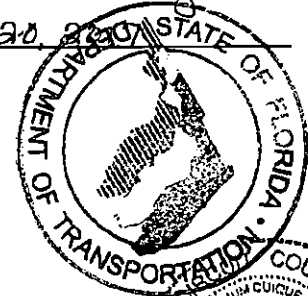
By: [Signature]  
Printed Name: Greg Evans  
Title: District Two Secretary  
Date: December 20, 2017

**Attest:**

By: [Signature]  
Printed Name: Lisa Pelaez  
Title: Executive Secretary  
Date: December 20, 2017

**Legal Review:**

By: [Signature] 12-20-17  
Office of the General Counsel  
Florida Department of Transportation

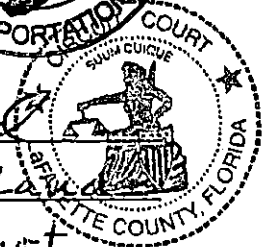


**Lafayette County**

By: [Signature]  
Printed Name: Earnest Jones  
Title: Chairman - BCC  
Date: 12/11/17

**Attest:**

By: [Signature]  
Printed Name: Steve Land  
Title: Clerk of Court  
Date: 12/11/17



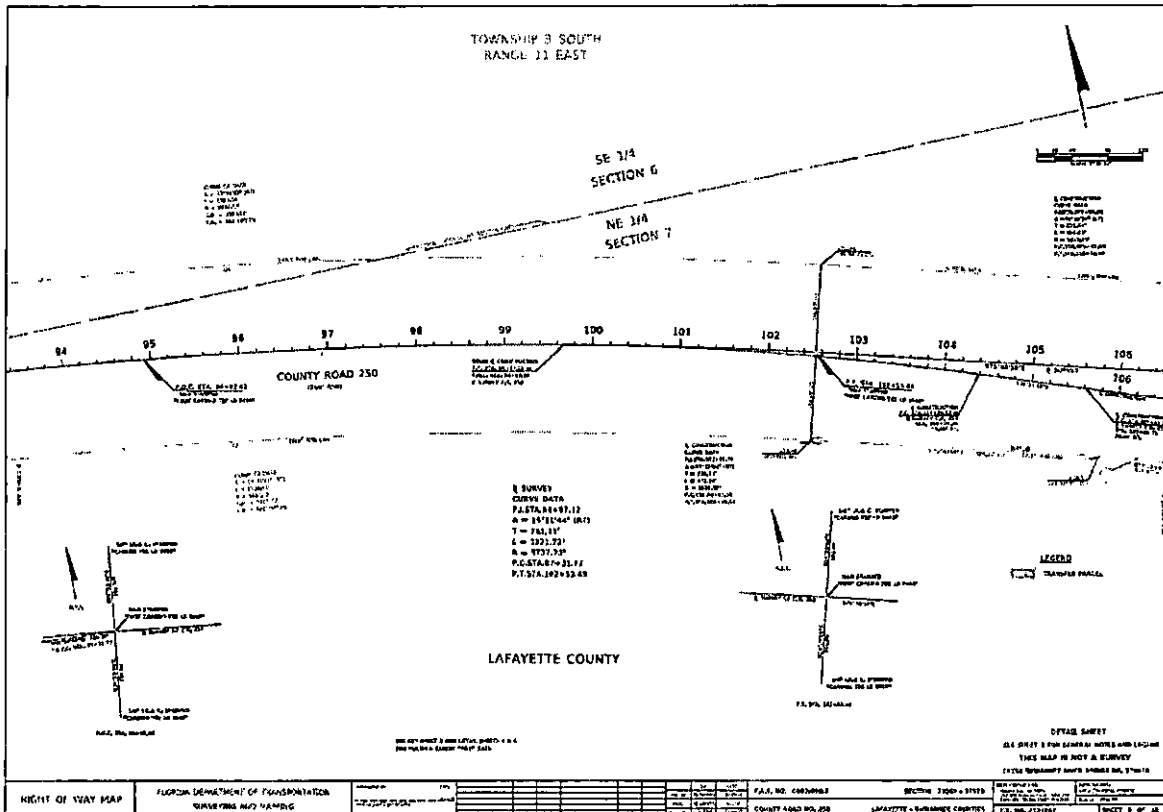
**Legal Review:**

By: [Signature]  
Legal Counsel for Agency

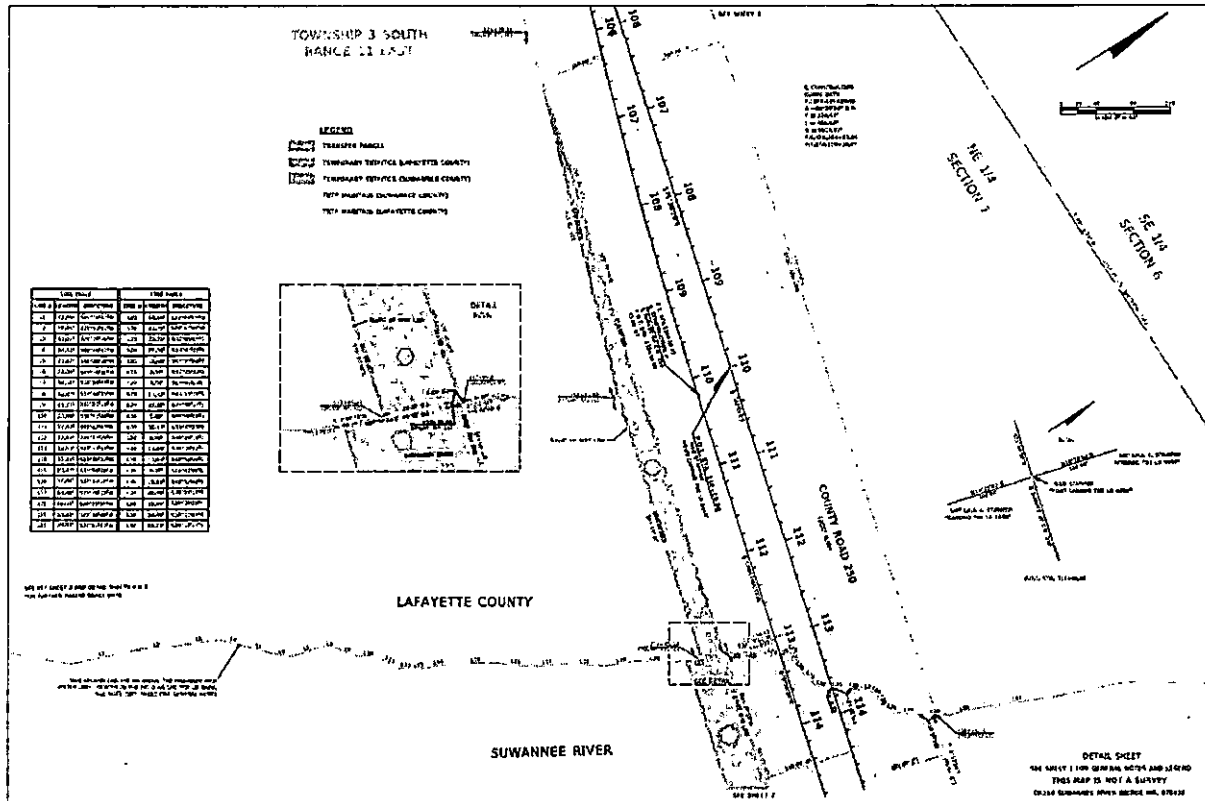
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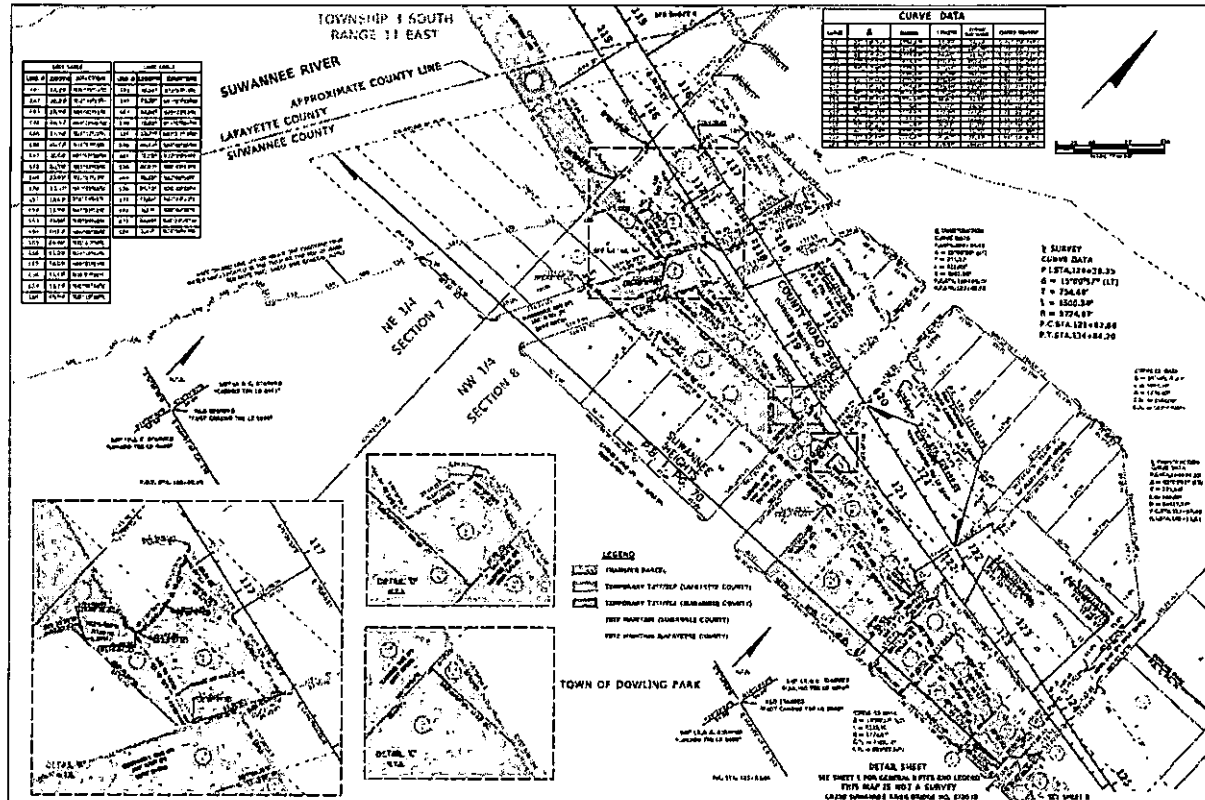
**EXHIBIT "A"**  
**TRANSFERRED PROPERTY (LAFAYETTE)**  
**Transferred Property (Purple)**  
**Temporary TIITF/TCE in Lafayette County (Red)**  
**Temporary TIITF/TCE in Suwannee County (Blue)**  
**TIITF/Maintained Property (Green)**



**EXHIBIT "A"**  
**TRANSFERRED PROPERTY- (LAFAYETTE) (Cont.)**  
**Transferred Property (Purple)**  
**Temporary TIITF/TCE in Lafayette County (Red)**  
**Temporary TIITF/TCE in Suwannee County (Blue)**  
**TIITF/Maintained Property (Green)**



**EXHIBIT "A"**  
**TRANSFERRED PROPERTY- (LAFAYETTE) (Cont.)**  
**Transferred Property (Purple)**  
**Temporary TIITF/TCE in Lafayette County (Red)**  
**Temporary TIITF/TCE in Suwannee County (Blue)**  
**TIITF/Maintained Property (Green)**



**EXHIBIT "B"**  
**PROJECT LOCATION AND IMPROVEMENT**

**CR 250 / Bridge No. 370018**  
**Bridge Replacement and Roadway Reconstruction**



**EXHIBIT "C"**

**(PREVIOUSLY EXECUTED CONSTRUCTION AND MAINTENANCE AGREEMENT)**

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

**CONSTRUCTION & MAINTENANCE AGREEMENT**

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Lafayette County ("Agency").

**RECITALS:**

1. The term "Property" shall refer to certain real property located in Suwannee County, Florida, owned by the Agency and more particularly described as bridge widening of CR 250 Suwannee River Overflow bridge culvert # 330006, as shown in attached Exhibit "A"; and
2. The term "Improvement" means and shall refer to bridge replacement and bridge widening, as more particularly shown in attached Exhibit "A"; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution 2016-06-01-01 dated 6/13/2016, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "B".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

**4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

**5. E-VERIFY**

The Agency (A) 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 Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state

Financial Project Id. No. 212724-2-52-01  
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Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

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.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

#### **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330026  
Off System Department Construct Agency Maintain

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **11. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **13. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §56.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **14. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

#### **16. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail postage prepaid, to the parties at the following addresses.

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

Department: Florida Department of Transportation  
Attention: Aaron Trippensee, P.E.  
Lake City Maintenance Engineer  
710 NW Lake Jeffery Road  
Lake City, Florida 32055

**BOOK 39 PAGE 359**

Agency: Ricky Lyons, County Clerk / County Manager  
Lafayette County Clerk's Office  
Post Office Box 88  
Mayo, Florida 32068

**17. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**18. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

**19. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**20. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

**21. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**22. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**23. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**24. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are



Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**25. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**26. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**27. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**28. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**29. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**30. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**31. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**32. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**33. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, 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 1 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

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

Florida Department of Transportation

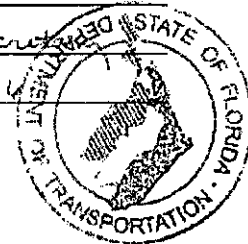
By: *Greg Evans*  
Printed Name: Greg Evans  
Title: District June Secretary  
Date: 6/11/16

Legal Review:

By: *Flaminia H. Hinchey* 6/11/16  
Office of the General Counsel  
Florida Department of Transportation

Attest:

By: *Lisa Lambert*  
Printed Name: Lisa Lambert  
Title: Executive Secretary  
Date: June 21, 2016



LAFAYETTE COUNTY

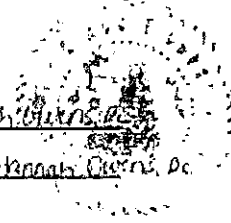
By: *Charles O. Hamilton*  
Printed Name: Charles O. Hamilton  
Title: Chairman  
Date: June 13, 2016

Legal Review:

By: *Heather McNeil*  
Legal Counsel for Agency

Attest:

By: *Ricky Lyons* By: *Heather McNeil*  
Printed Name: Ricky Lyons By: Heather McNeil, Esq.  
Title: Clerk of Court  
Date: June 13, 2016



Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (If applicable) \_\_\_\_\_  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

**EXHIBIT "A"**

(PROPERTY DESCRIPTION)

**Bridge widening of CR 250 Suwannee River Overflow bridge culvert # 330006**



**Legend**



Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

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**EXHIBIT "B"**  
(RESOLUTION)

**BOOK 39 PAGE 363**

RESOLUTION NO. 2016-06-01- 01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF LAFAYETTE COUNTY, FLORIDA, ENDORSING THE FDOT'S  
DELIVERY OF BRIDGE WIDENING OF CR 250 SUWANNEE RIVER  
OVERFLOW BRIDGE CULVERT #330006; FINANCIAL PROJECT  
ID: 212724-2-52-01.

WHEREAS, the FDOT is scheduled to deliver the Bridge widening at: CR 250 Suwannee  
River overflow (no. 330006) 212724-2-52-01 on behalf of Lafayette County; and

WHEREAS, Lafayette County must adopt a resolution endorsing the Department's  
delivery of this particular project prior to the Department's delivery of the project; and

WHEREAS, Lafayette County is neither certified as a Local Agency Program Agency, nor  
does Lafayette County desire to become LAP certified due to lack of staffing and/or other resource  
limitations;

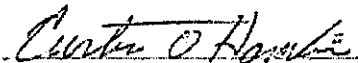
NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
LAFAYETTE COUNTY, FLORIDA, that:

The Board unanimously approves this resolution and endorses the FDOT's delivery of  
Bridge widening at: CR 250 Suwannee River overflow (no. 330006) 212724-2-52-01.

ADOPTED in regular session this 13<sup>th</sup> day of June, 2016.


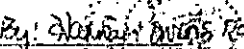
ATTEST:



CURTIS O. "Donnie" HAMLIN

Chairman of the Board

Lafayette County, Florida

 By: 

RICKY LYONS

Clerk of Court

Lafayette County, State of Florida

I hereby certify the above is  
a true and correct copy of the original.

This 13<sup>th</sup> day of June 2016

RICKY LYONS

CLERK CIRCUIT COURT

By 

**EXHIBIT "D"**

**RESOLUTION**

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**BOOK 39 PAGE 365**

**RESOLUTION NO. 2017-12-01-01**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF CRITICAL ECONOMIC CONCERN (RACEC) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THAT ALL ENTERPRISE ZONES IN THESE COUNTIES AND COMMUNITIES CONTINUE TO EXIST; AND THE CONTINUATION OF ALL STAFFING GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 15, 2018.**

**WHEREAS**, in 2003 Governor Jeb Bush, by executive order, identified fourteen counties (Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union) as one of three Rural Areas of Opportunity (RAO), and that this designation was renewed in 2008; and

**WHEREAS**, the North Florida Economic Development Partnership (NFEDP) was created as the regional organization work in cooperation with the 14 counties to promote and improve economic development throughout the North Central Florida region; and

**WHEREAS**, the various counties and municipalities in the NFEDP's region request that Governor Rick Scott renew the designation as a Rural Area of Opportunity; and

**WHEREAS**, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities within the 14 counties, all Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central RAO by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

**WHEREAS**, notwithstanding the progress that has been made since 2013, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lafayette County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Opportunity (RAO) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties; and
2. The continuation of all staffing grant funding be continued and expanded for the North Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through Florida's Department of Economic Development Opportunity, Enterprise Florida, Inc., and/or other designated agencies.

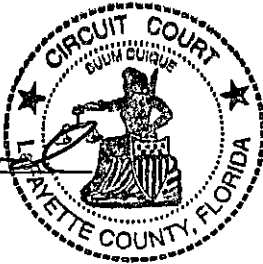
**DULY ADOPTED**, this 11<sup>th</sup> day of December, 2017, in Mayo, Lafayette County, Florida.

LAFAYETTE COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: *Ernest L. Jones*  
Ernest L. Jones, Chairman

ATTEST:

By: *Steve Land*  
Steve Land  
Clerk of Court





## Lafayette County Engineering Services County Roads – 405, 425, 480, 500

### Description of Engineering Services

1. Provide plan and profile sheets and cross sections.
2. Provide signing and marking plans in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
3. Prepare project close out documents.
4. Two sets of 100% construction drawings and bid documents.
5. Sign and sealed prints once the commission approves.
6. Prepare specifications and bid documents.
7. Review bids and make recommendation on award.
8. Provide design according to the Manual of Uniform Minimum Standards for Design Constructive and Maintenance for Street and Highways commonly known as the "Florida Green Book".

### County Road 405

9. One area of concern for the county is the transverse culverts. All culverts need to be inspected and approved by the design engineer.
10. Another area of concern is several areas where the pavement is showing areas of dipping. Lafayette County would like the engineer of record to specifically address these areas in the plans for CR 405. These areas were inventoried starting at the west end of CR 405 and heading east. The areas of concern are as follows:
  - Site 1 – 1.7 miles dipping in both lanes
  - Site 2 – 3.2 miles dipping in both lanes
  - Site 3 – 3.7 miles dipping in east lane and extends to half of the west lane.
  - Site 4 – 4.8 miles dipping in both lanes
  - Site 5 – 8.4 miles dipping in both lanes
  - Site 6 – 8.5 miles dipping in both lanes
  - Site 7 – 9.8 miles dipping in both lanes
  - Site 8 – 10.4 miles dipping in both lanes

This does not limit any areas of concern, but is only identifying areas that have been detected by Lafayette County.

### Terms of payment for design and contract administration.

1. County Road 405 – 10% of DOT budget
2. County Road 425 – 10% of DOT budget
3. County Road 480 – 10% of DOT budget
4. County Road 500 – 10% of DOT budget

Frank Darabi

Date

11/21/17

Ernest Jones

Date

12/11/17



**Check History Report**  
**Sorted By Check Number**  
**Activity From: 12/11/2017 to 12/11/2017**

**BOOK 39 PAGE 369**

**Lafayette County (GNF)**

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
057829	12/11/2017	APS	Alachua Pest Services, LLC	225.33	Auto
057830	12/11/2017	BTM	Bound Tree Medical, LLC.	440.70	Auto
057831	12/11/2017	CTI	Carrot - Top Industries	7.25	Auto
057832	12/11/2017	CTY	Cindy Tysall	31.60	Auto
057833	12/11/2017	DBM	Dr. Bogdan Maliszewski	700.00	Auto
057834	12/11/2017	DCSO	Dixie County Sheriff's Dept.	2,405.00	Auto
057835	12/11/2017	DISH	Dish Network	128.18	Auto
057836	12/11/2017	FERNO	FERNO	40,697.18	Auto
057837	12/11/2017	HASI	Hamlin Auto Supply, Inc	721.89	Auto
057838	12/11/2017	HSST	Howard Septic Tank Service, In	225.00	Auto
057839	12/11/2017	JJG	J & J Gas	75.39	Auto
057840	12/11/2017	JPB	Nature Coast Services, LLC	600.00	Auto
057841	12/11/2017	KWB	Ketchum, Wood & Burgert	258.00	Auto
057842	12/11/2017	L4H	Lafayette 4-H	1,583.96	Auto
057843	12/11/2017	LSDF	LS Drywall & Finishing	2,500.00	Auto
057844	12/11/2017	MAP	Mayo Auto Parts	1,056.90	Auto
057845	12/11/2017	MF	Mayo Fertilizer	1,480.00	Auto
057846	12/11/2017	MH	Mayo Hardware	1,508.28	Auto
057847	12/11/2017	MT	Mayo Thriftway	599.07	Auto
057848	12/11/2017	MTG	Matheson Tri-Gas Inc.	226.15	Auto
057849	12/11/2017	NFEDP	North FL Economic Dev Partners	862.10	Auto
057850	12/11/2017	NFPM	North Florida Pharmacy of Mayo	1,738.84	Auto
057851	12/11/2017	QC	Quill Corporation	185.93	Auto
057852	12/11/2017	QM	Quadmed, Inc.	249.00	Auto
057853	12/11/2017	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
057854	12/11/2017	SCF	Sage Checks & Forms	134.17	Auto
057855	12/11/2017	SGMG	South Georgia Media Group	281.35	Auto
057856	12/11/2017	SSLLC	Schreck & Sons LLC	300.00	Auto
057857	12/11/2017	SVE	Suwannee Valley Electric	28.55	Auto
057858	12/11/2017	TCI	Tri-County Irrigation, Inc.	66.69	Auto
057859	12/11/2017	TOM	Town of Mayo	449.41	Auto
057860	12/11/2017	WRW	W R Williams Distributors	10,072.09	Auto
057861	12/11/2017	WSLO	Winsupply of Live Oak	78.43	Auto
057862	12/11/2017	AFLAC	AFLAC	1,125.84	Auto
057863	12/11/2017	AHLIC	American Heritage Life Insurance Company	248.81	Auto
057864	12/11/2017	BR	Blue Rok, Inc.	110.09	Auto
057865	12/11/2017	CSL	Cotton State Life	13.28	Auto
057866	12/11/2017	JED	James E Davis	7,500.00	Auto
057867	12/11/2017	LCCC	Lafayette County Clerk of Cour	16,471.17	Auto
057868	12/11/2017	LCSC	Lafayette County Sheriff	85,000.00	Auto
057869	12/11/2017	LCSE9	Lafayette County Sheriff	25,500.00	Auto
057870	12/11/2017	LCSLE	Lafayette County Sheriff	95,000.00	Auto
057871	12/11/2017	LCTC	Lafayette County Tax Collector	27,811.33	Auto
057872	12/11/2017	LN	Liberty National Life Insuranc	781.28	Auto
057873	12/11/2017	MOS	McCrimon's Office Supply	59.00	Auto
057874	12/11/2017	MTCI	Mayo Truck Clinic, Inc.	3,400.00	Auto
057875	12/11/2017	PD	Public Defender Occupancy Acco	364.00	Auto
057876	12/11/2017	PDIT	Public Defender I.T.	255.00	Auto
057877	12/11/2017	SA	Jeff Siegmeister	1,650.72	Auto
057878	12/11/2017	SAIT	Jeff Siegmeister	775.73	Auto
057879	12/11/2017	W	Windstream	1,153.33	Auto
057883	12/11/2017	WCI	Williams Communications, Inc	965.94	Auto
057884	12/11/2017	FMIT	Florida Municipal Insurance Tr	32,338.00	Auto
057885	12/11/2017	GAL	Columbia County BCC	1,435.61	Auto

Check History Report  
Sorted By Check Number  
Activity From: 12/11/2017 to 12/11/2017

BOOK 39 PAGE 370

Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
057886	12/11/2017	SSC	Security Safe Company, Inc.	49.00	Auto
057887	12/11/2017	AASW	Aucilla Area Solid Waste Admin	9,123.66	Auto
057888	12/11/2017	CINTAS	Cintas Corporation #148	255.18	Auto
057889	12/11/2017	ME	Mowrey Elevator Co of FL	245.37	Auto
057890	12/11/2017	MOS	McCrmon's Office Supply	67.00	Auto
057891	12/11/2017	MP	Mayo Postmaster	294.00	Auto
057892	12/11/2017	RS	Robert Spindell	300.00	Auto
057893	12/11/2017	LCPA	Lafayette County Property App.	24,803.58	Auto
057894	12/11/2017	LCSE	Lafayette County Sup of Elect	18,535.83	Auto
057895	12/11/2017	DA	Darabi & Associates	6,504.50	Auto
Bank A Total:				432,824.32	
Report Total				432,824.32	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE  
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 11TH DAY OF DECEMBER, 2017.

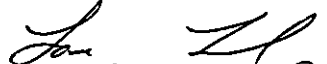
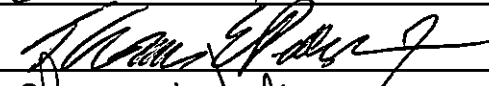
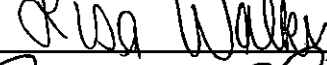

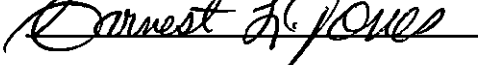
*[Handwritten signatures of board members]*

**BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL**LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON DECEMBER 11, 2017.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Suwannee Valley Elec.	Utilities	552-430		4.67
Mayo Hardware	Maint- A+ Trailers	552-461		8.00
TOTAL				\$ 12.67

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 11TH DAY OF DECEMBER, 2017.

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON DECEMBER 11, 2017

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FL-Dept of Mgmt Services	Communications	526-410		\$ 551.62
Windstream	Communications	526-410		\$ 411.84
Windstream	Communications	526-410		\$ 262.26
TOTAL				\$ 1,225.72

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 11TH DAY OF DECEMBER, 2017.

