

**AMENDED
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, May 24, 2021 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
 - A) Margaret Reeger – Regional Presentation from the Florida Chief Financial Officer’s Office.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - 1) Juan Ceron – land issue (continued from the last meeting).
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Public Hearing on a Road Closing Petition by Scott and Kevin Barrington.
7. Discuss changes at the solid waste collection sites.
8. Consider a proposal from Kennedy Engineering & Associates for the CEI Services on CR 354.
9. Consider a resolution regarding overdue special assessments that was continued from the last meeting.
10. Discuss the implications of the COVID-19 declaration.
11. Leenette McMillan-Fredriksson – various items.
12. Approve the bills.
13. Other Business.
 - A) Review a Road Closing Petition and set for a Public Hearing.
 - B) Approve a Grant Agreement with Enterprise Florida, Inc.
14. Future agenda items.
15. Adjourn.

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

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

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

RESOLUTION 2021- 05-09
SW CONFEDERATE ROAD

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, TO APPROVE PETITION BY SCOTT BARRINGTON AND KEVIN BARRINGTON TO CLOSE A PORTION OF THE COUNTY MAINTAINED ROAD, SW CONFEDERATE ROAD.

WHEREAS, SCOTT BARRINGTON AND KEVIN BARRINGTON have filed a Petition requesting the Lafayette County Board of County Commissioners to officially and properly vacate, abandon, discontinue and close a portion of the following county-maintained road:

SW CONFEDERATE ROAD

WHEREAS, Jonathan S. Barrington and Kevin W. Barrington are the fee owners of the adjacent and abutting property to said county-maintained road, to wit;

That part of SW Confederate Road running in a Northeasterly then Easterly direction from the point where said road intersects with SW Chopin Road in the NE ¼ of the SW ¼ of Section 36, Township 4 South, Range 10 East to a point 100 feet west of where SW Confederate Road intersects with the West line of the NE ¼ of said section. All being in Section 36, Township 4 South, Range 10 East, Lafayette County, Florida.

WHEREAS, a public hearing on the proposed county road closure was held on May 24, 2021, beginning at 5:30pm in the Board of County Commissioners Meeting Room, Lafayette County Courthouse, Mayo, Florida; and

WHEREAS, the Petition of Scott Barrington and Kevin Barrington to close a portion of the county maintained road described above, that is adjacent to and abuts Petitioner's property, was approved by the Board of County Commissioners of LAFAYETTE County, Florida, in regular session on May 24, 2021; and

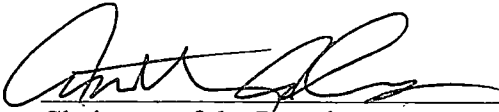
WHEREAS, that fee of the said road space is hereby surrendered and fee vests in adjacent and abutting landowner, Jonathan S. Barrington and Kevin W. Barrington.

NOW, THEREFORE,

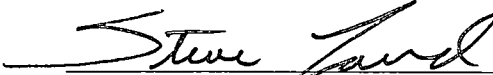
BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAAYETTE, FLORIDA, that:

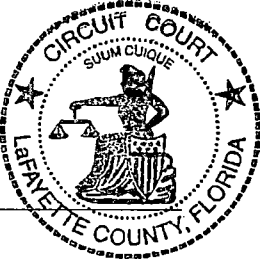
The Board unanimously approves the closing of the county road particularly described above, and surrenders said road space to Petitioner/Adjacent Landowner, Jonathan S. Barrington and Kevin W. Barrington. The county road described above that is adjacent to and abuts Petitioner's property vests in fee simple with Jonathan S. Barrington and Kevin W. Barrington.

ADOPTED this 24th day of May, 2021.

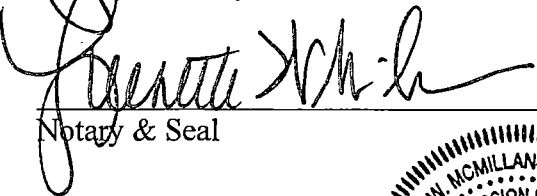

Chairman of the Board
Lafayette County, Florida

ATTEST:


STEVE LAND
Clerk of Court/Witness




LEENETTE W. MCMILLAN
County Attorney/Witness

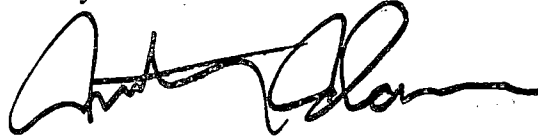

Notary & Seal



PUBLIC NOTICE

The Lafayette County Commission will hold a public hearing to consider the following petition to close a road by Scott & Kevin Barrington. Listed below is a description of the road. The public hearing will be held during a regular scheduled meeting on Monday, May 24, 2021 at 5:30 p.m. or as soon thereafter as it can be heard, and will be held in the County Commissioners meeting room on the second floor of the Lafayette County Courthouse located at 120 West Main Street in Mayo, Florida.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

PETITION TO CLOSE ROAD

Comes now the undersigned pursuant to provisions of Florida Statute 336.09 and petitions the Board of County Commissioners for Lafayette County, Florida to vacate, abandon, discontinue and close the following road, to wit:

THAT PART OF SW CONFEDERATE RD. RUNNING IN A NORTHEASTERLY THEN EASTERLY DIRECTION FROM THE POINT WHERE SAID ROAD INTERSECTS WITH SW CHOPIN RD. IN THE NE ¼ OF THE SW ¼ OF SEC. 36, TWP. 4 S, RGE 10 E. TO A POINT 100 FEET WEST OF WHERE SW CONFEDERATE ROAD INTERSECTS WITH THE WEST LINE OF THE NE ¼ OF SAID SECTION. ALL LYING AND BEING IN SEC. 36, TWP. 4 S., RGE. 10 E., LAFAYETTE CO., FL.

Executed this 12th day of April, 2021.

Scott Barrington
Kevin Barrington
606 SW Freedom Rd.
Mayo, FL 32066

All members of the public are welcome to attend. Notice is further hereby given, pursuant to 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 appeals is to be based.

MAYO FREE PRESS
Please Run 5/6/21 and 5/13/21.

6/

THAT PART OF SW CONFEDERATE ROAD RUNNING IN A NORTHEASTERLY THEN EASTERLY DIRECTION FROM THE POINT WHERE SAID ROAD INTERSECTS WITH SW CHOPIN ROAD IN THE NE1/4 OF THE SW1/4 OF SEC. 36, TWP. 4 S., RGE. 10 E., TO A POINT 100 FEET WEST OF WHERE SW CONFEDERATE ROAD INTERSECTS WITH THE WEST LINE OF THE NE1/4 OF SAID SECTION. ALL LYING AND BEING IN SEC. 36, TWP. 4 S., RGE. 10 E., LAFAYETTE COUNTY, FL.

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, **LEE TRAWICK** who on oath says that he is a **REPORTER** for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a notice of:

PUBLIC NOTICE:

LAFAYETTE COUNTY PETITION TO CLOSE ROAD

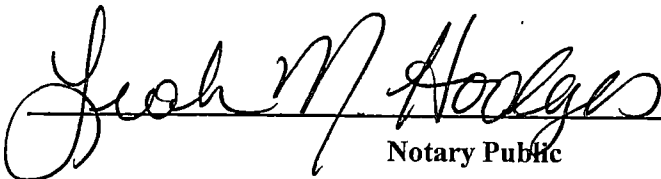
was published in said newspaper in the issue of **May 05, and May 12, 2021.**

Affiant further says that the said *Riverbend News* a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida, each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that Riverbend News 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 the said newspaper.

Signed by: _____



Sworn to and subscribed before me this 12TH day of May 2021.


Notary Public



LEAH M. HODGES
Commission # HH 094936
Expires February 13, 2025
Bonded Thru Budget Notary Services

PUBLIC NOTICE

The Lafayette County Commission will hold a public hearing to consider the following petition to close a road by Scott & Kevin Barrington. Listed below is a description of the road. The public hearing will be held during a regular scheduled meeting on Monday, May 24, 2021 at 5:30 p.m. or as soon thereafter as it can be heard, and will be held in the County Commissioners meeting room on the second floor of the Lafayette County Courthouse located at 120 West Main Street in Mayo, Florida.

By Order Of:
Anthony Adams, Chairman
Lafayette County Commission

PETITION TO CLOSE ROAD

Comes now the undersigned pursuant to provisions of Florida Statute 336.09 and petitions the Board of County Commissioners for Lafayette County, Florida to vacate, abandon, discontinue and close the following road, to wit:

THAT PART OF SW CONFEDERATE RD. RUNNING IN A NORTHEASTERLY THEN EASTERLY DIRECTION FROM THE POINT WHERE SAID ROAD INTERSECTS WITH SW CHOPIN RD. IN THE NE 1/4 OF THE SW 1/4 OF SEC. 36, TWP. 4 S., RGE. 10 E. TO A POINT 100 FEET WEST OF WHERE SW CONFEDERATE ROAD INTERSECTS WITH THE WEST LINE OF THE NE 1/4 OF SAID SECTION. ALL LYING AND BEING IN SEC. 36, TWP. 4 S., RGE. 10 E., LAFAYETTE CO., FL.

Executed this 12th day of April, 2021.

Scott Barrington
Kevin Barrington
606 SW Freedom Rd.
Mayo, FL 32066

All members of the public are welcome to attend. Notice is further hereby given, pursuant to 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 appeals is to be based.

05/05, 05/12

The Riverbend News, published every Wednesday in the City of Live Oak, County of Suwannee and State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, DANIELLE FEDERICO who on oath says that she is a REPORTER for the Riverbend News, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a notice of:

RESOLUTION 2021-05-09 SW CONFEDERATE ROAD

was published in said newspaper in the issue of JULY 21, 2021.

Affiant further says that the said Riverbend News a newspaper published at Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida, each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that Riverbend News 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 the said newspaper.

Signed by: Danielle Federica

Sworn to and subscribed before me this 21st day of JULY 2021.

Leah M. Hodges Notary Public

NOTARY PUBLIC STATE OF FLORIDA LEAH M. HODGES Commission # HH 094936 Expires February 18, 2025 Bonded Thru Budget Notary Services

RESOLUTION 2021-05-09 SW CONFEDERATE ROAD. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, TO APPROVE PETITION BY SCOTT BARRINGTON AND KEVIN BARRINGTON TO CLOSE A PORTION OF THE COUNTY MAINTAINED ROAD, SW CONFEDERATE ROAD. WHEREAS, SCOTT BARRINGTON AND KEVIN BARRINGTON have filed a Petition requesting the Lafayette County Board of County Commissioners to officially and properly vacate, abandon, discontinue and close a portion of the following county-maintained road... SW CONFEDERATE ROAD. WHEREAS, Jonathan S. Barrington and Kevin W. Barrington are the fee owners of the adjacent and abutting property to said county-maintained road, to wit: That part of SW Confederate Road running in a Northeasterly then Easterly direction from the point where said road intersects with SW Chopin Road in the NE 1/4 of the SW 1/4 of Section 36, Township 4 South, Range 10 East to a point 100 feet west of where SW Confederate Road intersects with the West line of the NE 1/4 of said section. All being in Section 36, Township 4 South, Range 10 East, Lafayette County, Florida. WHEREAS, a public hearing on the proposed county road closure was held on May 24, 2021, beginning at 5:30pm in the Board of County Commissioners Meeting Room, Lafayette County Courthouse, Mayo, Florida; and WHEREAS, the Petition of Scott Barrington and Kevin Barrington to close a portion of the county maintained road described above, that is adjacent to and abuts Petitioner's property, was approved by the Board of County Commissioners of LAFAYETTE County, Florida, in regular session on May 24, 2021; and WHEREAS, that fee of the said road space is hereby surrendered and fee vests in adjacent and abutting landowner, Jonathan S. Barrington and Kevin W. Barrington. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE, FLORIDA, that: The Board unanimously approves the closing of the county road particularly described above, and surrenders said road space to Petitioner/Adjacent Landowner, Jonathan S. Barrington and Kevin W. Barrington. The county road described above, that is adjacent to and abuts Petitioner's property, vests in fee simple with Jonathan S. Barrington and Kevin W. Barrington. ADOPTED this 24th day of May, 2021. Chairman of the Board Lafayette County, Florida. ATTEST: STEVE LAND Clerk of Court/Witness. BENEITE W. McMILLAN County Attorney/Witness. Notary Seal.

PETITION TO CLOSE ROAD
LAFAYETTE COUNTY, FLORIDA

BOOK 44 PAGE 116

The undersigned, Scott & Kevin Barington (print name) pursuant to Florida Statute 336.09, petitions the Board of County Commissioners to vacate, abandon, discontinue and close the following road:

SW CONFEDERATE RD.

(fill in name of county road)

1. REASON

State below the reason to close the road:

Enhance Ag. Potential
STOP VANDALISM TO PROPERTY

2. LEGAL DESCRIPTION

Attach as a separate page the legal description for the proposed closed road.

3. ADJACENT LANDOWNERS

List all adjacent landowners to the proposed road.

Adjacent Landowners

Levis Lawson Tom Gardner
Terry Folsom
Jeffery Byrd
John Nemeovic

Add pages if necessary.

4. SKETCH: Attach a sketch showing the road and all adjacent landowners and their approximate location in relation to the proposed closed road.

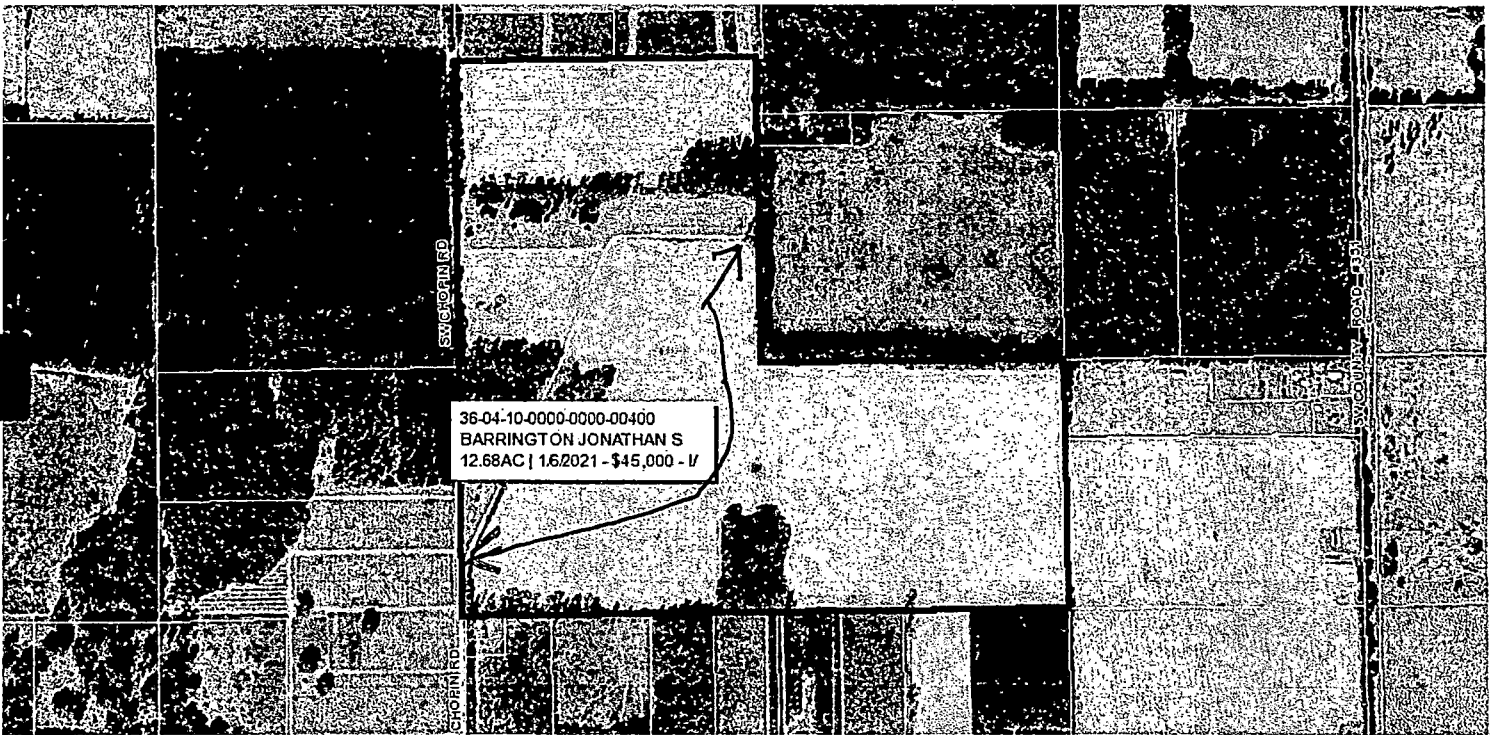
5. NO-OBJECTION LETTERS: Attach a written statement of no objection to the road closure from all adjacent landowners.

UNDER PENALTIES OF PERJURY, I swear the foregoing is accurate to the best of my knowledge.

Kevin Barington
Petitioner

Date

BOOK 44 PAGE 117



To Whom It May Concern,

I Jeffery Byrd have no objections to
SW Confederate Rd being closed to through traffic.


Jeffery Byrd
Signature

Date: 3-9-21

Jeffery Byrd
Print Name

To Whom It May Concern,

I John Nemcovic have no objections to
SW Confederate Rd being closed to through traffic.

 Date: 3-6-21
Signature

John John Edward Nemcovic
Print Name

To Whom It May Concern,

BOOK 44 PAGE 120

I LEVIS LAWSON have no objections to
SW Confederate Rd being closed to through traffic.

Levis Lawson

Signature

Date: 3/5/2021

Levis Lawson Jr

Print Name

To Whom It May Concern,

I TOM GARDNER have no objections to
SW Confederate Rd being closed to through traffic.

Tom Gardner

Date: 3-5-2021

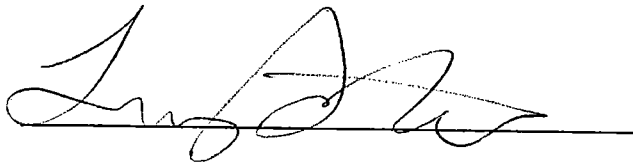
Signature

Tom Gardner

Print Name

To Whom It May Concern,

I Terry Folsom have no objections to SW Confederate Rd being closed to through traffic.



Signature

Date: 3-5-20

Terry Folsom

Print Name

To Whom It May Concern,

I, Lewis Lawson requests the
cul-de-sac on the south end of
SW confederate Road be placed beyond
my property, parcel 36-04-10-0000-0000-
00104.

Lewis Lawson Jr 4/8/2021
Lewis Lawson Sr

Mailed Public Notice to:

Scott Barrington
Kevin Barrington
John Nemcovic
Levis E. Lawson, Jr.
Terry Folsom
Jeffery W. Byrd
Thomas Gardner

Mailed on 4/29/21

Howens

May 10, 2021

Lafayette County Board of County Commissioners
Steve Land, Clerk to the Board
120 W. Main Street
Mayo, FL 32066

RE: CR 354 (Convict Springs Road) Construction Engineering Inspection (CEI) Services

Dear Mr. Land,

Kennedy Engineering & Associates Group LLC (KEA) appreciates the opportunity to submit this Professional CEI Services Proposal for CR 354 Improvements. The project begins at the intersection with US 27 and continues north 6.692 miles to SR 51. This 180-day original construction contract time job is a FDOT SCRAP funded project which primarily consists of milling and resurfacing, along with widening the inside of three horizontal curved sections of highway pavement, sign replacements and pavement markings.

SCOPE OF CEI SERVICES

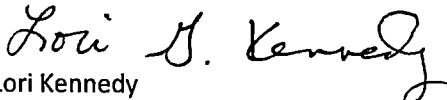
KEA will provide CEI services that include:

1. Conduct site visits and progress meetings with authorized County representatives and Contractor personnel throughout the life of the project.
2. Schedule and conduct a preconstruction meeting with contractor and other stakeholders to review construction contract requirements, discuss contractor's operation schedule, safety items and construction issues.
3. Provide on-site construction inspection to ensure work is performed in accordance with plans and specifications titled CR 354 SCRAP Improvements, received April 4, 2021 from Design Engineer of Record (EOR) William Menadier, PE, Dewberry Engineers, Inc. and cited specifications. If site conditions dictate deviations from original design, coordinate changes through the EOR.
4. Produce Daily documentation reports of on-site construction activities, including pay items completed, weather conditions, Maintenance of Traffic operations, personnel and equipment used.
5. Review and verify Contractor progress payment requests and final payment.
6. Produce monthly progress summaries which will accompany recommendations for contractor's progress payments.
7. Coordinate FDOT inspection review prior to final acceptance and punch list completion (KEA will produce a punch list).
8. Provide a Certification of completion and final payment.

Total Proposed Fee: \$128,000

Thank you for this opportunity to serve the Lafayette County Board of County Commissioners.

Sincerely,


Lori Kennedy

President

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

Address for correspondence:

120 W Main St.
Mayo, FL 32066

By: _____



Name and Title: _____

Anthony Adams, Chairman

Date: _____

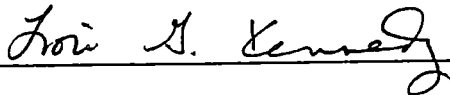
5/24/21

KENNEDY ENGINEERING & ASSOCIATES GROUP LLC

Address for correspondence:

6300 Powers Ferry Road
Building 600, Suite 341
Atlanta, GA 30339

By: _____



Name and Title: Lori Kennedy, President

Date: _____

5-10-2021

RESOLUTION NO. 2021- 05-06**A RESOLUTION ELIMINATING THE FEES AND INTEREST TO BE CHARGED IN CONNECTION WITH PAYMENT OF OVERDUE SPECIAL ASSESSMENTS.**

WHEREAS, the Board of County Commissioners charges and collects special assessments, and

WHEREAS, those special assessments are due and payable each year, and

WHEREAS, on occasion, citizens become delinquent in their payment of the special assessments due; and

WHEREAS, the County no longer has access to the software used to figure interest on delinquent special assessments prior to 2018; and

WHEREAS, the County desires to encourage citizens to pay all delinquent special assessments;

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lafayette County, that beginning May 10, 2021 interest will not be charged on delinquent special assessments. The face value of the special assessment and \$29.00 in recording fees will still be due. In order to issue a building permit for a parcel with delinquent assessments, 25% of the outstanding balance is due prior to the permit being issued. The Board of County Commissioners reserve the right to forgive assessments when a hardship is proven.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED in regular session this 24th day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

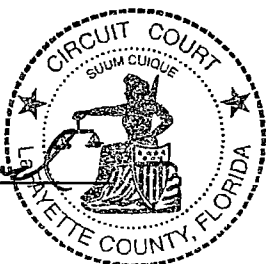


Anthony Adams, Chairperson

ATTEST:



Steve Land, Clerk



RESOLUTION NO. 2021-05-04
STATE OF EMERGENCY EXTENSION #61


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

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning May 13, 2021 thru May 20, 2021, unless cancelled before that time.

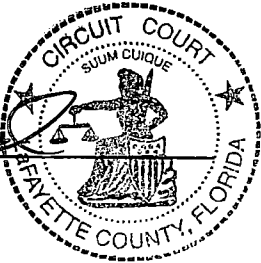
ENACTED this 13th day of May, 2021 effective from May 13, 2021 until May 20, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA


Anthony Adams, Chairman

Attest:


Steve Land, Clerk



RESOLUTION NO. 2021-05-05

STATE OF EMERGENCY EXTENSION #62

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

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida to address the public health emergency caused by the threat of COVID-19 to the state; and

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning May 20, 2021 thru May 27, 2021, unless cancelled before that time.

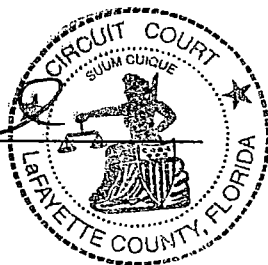
ENACTED this 20th day of May, 2021 effective from May 20, 2021 until May 27, 2021.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA


Anthony Adams, Chairman

Attest:


Steve Land, Clerk



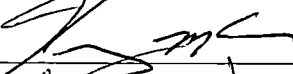
Check History Report
Sorted By Check Number
Activity From: 5/24/2021 to 5/24/2021

Bank Code: A General Fund


Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063139	5/24/2021	APS	Alachua Pest Services, LLC	485.33	Auto
063140	5/24/2021	CINTAS	Cintas Corporation #148	193.52	Auto
063141	5/24/2021	FCPA	FCPA	300.00	Auto
063142	5/24/2021	FFB	First Federal Bank of Florida	2,534.68	Auto
063143	5/24/2021	JDC	John Deere Credit	3,416.07	Auto
063144	5/24/2021	KWB	District 2 Medical Examiner	2,424.28	Auto
063145	5/24/2021	MH	Mayo Hardware	9,017.11	Auto
063146	5/24/2021	MSW	Laurice James	1,172.00	Auto
063147	5/24/2021	MTG	Matheson Tri-Gas Inc.	335.42	Auto
063148	5/24/2021	QC	Quill Corporation	711.50	Auto
063149	5/24/2021	QMC	Quick Med Claims	579.09	Auto
063150	5/24/2021	AFLAC	AFLAC	1,163.18	Auto
063151	5/24/2021	BCH	Badcock	1,337.86	Auto
063152	5/24/2021	BES	Bureau of Elevator Safety	75.00	Auto
063153	5/24/2021	BPS	Best Plumbing Specialties	61.78	Auto
063154	5/24/2021	BR	Blue Rok, Inc.	226.22	Auto
063155	5/24/2021	BTM	Bound Tree Medical, LLC.	905.82	Auto
063156	5/24/2021	DE	Duke Energy	4,334.73	Auto
063157	5/24/2021	DFIX	Dixie Fix LLC	1,083.19	Auto
063158	5/24/2021	DMINC	Denali Materials, Inc.	415.80	Auto
063159	5/24/2021	GLC	Greatamerica Financial Service	404.09	Auto
063160	5/24/2021	HBVFD	Hatchbend Volunteer Fire Dept	2,000.00	Auto
063161	5/24/2021	LEGAL	Legal Shield	123.60	Auto
063162	5/24/2021	MOS	McCrimon's Office Supply	105.95	Auto
063163	5/24/2021	MTRI	Med-Tech Resource Inc.	53.76	Auto
063164	5/24/2021	NTC	Nextran Truck Center - Lake Ci	1,351.92	Auto
063165	5/24/2021	PD	Public Defender Occupancy Acco	378.69	Auto
063166	5/24/2021	PDIT	Public Defender I.T.	160.60	Auto
063167	5/24/2021	QM	Quadmed, Inc.	250.00	Auto
063168	5/24/2021	SICD	Standard Insurance Company	2,483.44	Auto
063169	5/24/2021	VW	Verizon Wireless	208.31	Auto
063170	5/24/2021	W	Windstream	3,194.67	Auto
063171	5/24/2021	WSLO	Winsupply of Live Oak	221.54	Auto
063172	5/24/2021	ZTECH	Z Tech LLC	242.50	Auto
063173	5/24/2021	SSC	Security Safe Company, Inc.	49.00	Auto
063175	5/24/2021	MF	Mayo Fertilizer	180.00	Auto
063176	5/24/2021	BPIT	Brian Pittman	2,400.00	Auto
063177	5/24/2021	BR	Blue Rok, Inc.	417.19	Auto
063178	5/24/2021	CTRS	Commercial Truck Repair and Salvage Inc	3,500.00	Auto
063179	5/24/2021	DE	Duke Energy	112.10	Auto
063180	5/24/2021	HB	Hamlin Brothers	130.00	Auto
063181	5/24/2021	JUARBE	Juarbe Services LLC	1,330.00	Auto
063182	5/24/2021	PCCCARE	Professional Carpet Care	330.00	Auto
063183	5/24/2021	QC	Quill Corporation	405.96	Auto
063184	5/24/2021	SICL	Standard Insurance Company	435.20	Auto
063185	5/24/2021	SICV	Standard Insurance Company	405.56	Auto
063186	5/24/2021	W	Windstream	705.02	Auto
063187	5/24/2021	FLGHIC	FL Local Government Health Insurance Consortium	61,133.82	Auto
063188	5/24/2021	SUNLIFE	Sun Life Financial	337.71	Auto
Bank A Total:				<u>113,823.21</u>	
Report Total:				<u>113,823.21</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 24TH DAY OF MAY 2021.





Lisa Walker



Darrest d. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON MAY 24, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Windstream	Communications	526-410	_____	\$ 407.70
State of FL- Dept of Mgmt Svcs	Communications	526-410	_____	\$ 608.40
TOTAL				\$ 1,016.10

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 24TH DAY OF MAY, 2021.

[Signature]

[Signature]

[Signature]

[Signature]

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

STATE OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON MAY 24, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Mayo Hardware	General Maintenance	552-460	_____	\$ 14.99
Mayo Hardware	Maint- Animal Health	552-464	_____	\$ 54.99
Mayo Hardware	Maint- A+ Trailers	552-461	_____	\$ 479.96
TOTAL				\$ 549.94

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 24TH DAY OF MAY, 2021.

[Signature]

[Signature]

 Rosai Walker

[Signature]

 Ernest L. Jones

ENTERPRISE FLORIDA
RURAL FLORIDA SITE PREPAREDNESS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of this 21st day of April 2021, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") and LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "Grantee" and jointly referred to as "the Parties").

RECITALS

WHEREAS, EFI the economic development organization for the State of Florida has been charged with assisting, promoting, and enhancing economic opportunities in Florida's rural communities; and

WHEREAS, EFI has created the Rural Grant Program to assist Florida's rural communities with the development and enhancement of sites to make them build ready and competitive for site selection project.; and

WHEREAS, the Grantee's rural program (hereinafter "Program") has been selected for a grant award because it has been determined to meet the grant requirements, further the mission of EFI, and to be mutually beneficial to the Parties and the State of Florida; and

WHEREAS, the Parties hereto desire to enter into this Agreement whereby EFI will provide a grant of funds for the program;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement begins on April 5, 2021 and ends on March 31, 2022. EFI is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date.

2. Award Funds. This Agreement shall not exceed NINETEEN THOUSAND DOLLARS (\$19,000.00), which shall be paid by EFI in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement and the Scope of Work attached hereto as "Exhibit B" and fully incorporated herein. EFI's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Grantee agrees as follows:

- a) The Funds shall be expended solely for reimbursement of expenses related to the Program as approved by EFI and the provisions within the Grant Reimbursement Process attached hereto as "Exhibit C" and fully incorporated herein ("Allowable Expenses"). Grantee may invoice periodically throughout the term as appropriate, and funds will be provided upon approval by EFI.
- b) Invoices are required to outline funds expended with receipts for all expenses attached as an Exhibit 1. If possible, proof of work completed shall be attached as an Exhibit 2. EFI may

BOOK 44 PAGE 135

require Grantee to provide further information or documentation to substantiate any invoice submitted. All invoices are subject to approval by EFI for accuracy and completeness. EFI may not unreasonably withhold approval.

- c) Grant recipient shall be reimbursed for allowable project costs resulting from obligations incurred during the Agreement period subject to EFI's approval. Activities for which state funds may NOT be spent include the following (this also applies to any subcontractors or consultants that are paid with Grant funds):
1. Staff salaries.
 2. Purchase of equipment, furniture, or fixtures.
 3. Receptions, gifts, gift cards, awards, trophies, or membership dues.
 4. Lobbying any branch of state government.
 5. Administration of the project in excess of 10 percent of the Grant award.
 6. Project costs incurred related to the Agreement prior to its beginning date or after its ending date.
 7. **Travel expenses not made pursuant to Section 112.061, Florida Statutes.**
 8. Business entertainment expenses, including meals or activity fees.
 9. Participation in trade shows, air shows, consultant events, and congressional delegations for more than three (3) key staff members and/or officers of the prospective Grantee per activity.
 10. Participation in activities or events that are not located in the Continental United States(CONUS).

3. Scope of Work. The Scope of Work is included in Exhibit B and is hereby incorporated into this Agreement.

4. Time is of the Essence. Time is of the essence in performing obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

5. Final Report and Disbursement of Funds. The Grantee shall submit a Final Project Report by **April 15, 2022**. Final disbursement shall be made only after EFI has approved the Final Project Report which shall include the following information:

- a. Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. Certification that the Project meets state and local construction standards, as applicable;
- c. The total amount of Funds received from EFI pursuant to this Agreement;
- d. The total amount of funding received from other sources in relation to this Project;
- e. The total amount of Project expenditures;
- f. Explanation of any material changes in circumstances that may affect the outcome potential of the Project;

6. All Funds Conditional. If Grantee fails to: (i) submit the Final report accurately and prior to the deadline; (ii) submit the required Exhibits; (iii) expend program funds in a way that is consistent with the approved program; or (iv) perform any other obligation required under this Agreement, EFI shall (a) have no obligation to pay to Grantee Funds or any portion thereof; and (b) have the right, in its sole discretion, to immediately

terminate this Agreement. This right of termination shall be in addition to any other right of termination under this Agreement.

7. Assignments and Subcontracts.

- a. Grantee shall not assign the responsibility for this Agreement to another party.
- b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Grantee subcontracts all or part of the work contemplated under this Agreement, such arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. EFI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will indemnify and defend EFI against any such claims.
- c. Grantee shall make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from EFI in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor.
- d. EFI shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in EFI's judgment, are insufficient.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.

- a. Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

- b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect.

9. Accounting Records. Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. Such records shall be kept in compliance with Section 215.97, Florida Statutes (the Florida Single Audit Act) and within the guidelines of generally accepted accounting principles, procedures and practices for a period of no less than seven (7) years following the termination or expiration of this Agreement. Grantee acknowledges that receipt of more than five-hundred thousand (\$500,000) in state funds are subject to the Florida Single Audit Act under the Catalog of State Financial Assistance (CSFA) No. 40.003 Enterprise Florida Inc.

BOOK 44 PAGE 137

10. Program Application. Grantee represents and warrants that the information set forth in the application submitted to EFI in connection with the Program, is true, correct and complete in all material aspects.

11. Independent Entity. Grantee is acting as an independent grant recipient and not as EFI's agent or employee in the performance of this Agreement. Grantee acknowledges that EFI is not responsible for withholding and filing federal or state taxes or other withholdings on behalf of the Grantee. Grantee further acknowledges that neither the Grantee nor the employees of Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

12. Indemnification. Grantee shall indemnify, defend and hold harmless EFI and the State of Florida from any and all claims, suits, judgments or damages arising from the Proposal and Grantee's obligations under this Agreement to the extent allowed by law.

13. No Pledge of Credit. Grantee has no authority to and shall not pledge credit of EFI of the State of Florida, or purport to make EFI or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

14. Failure of Satisfactory Performance. EFI's reimbursement obligation to Grantee is contingent upon EFI's receipt when due and approval of all documents and reports required under this Agreement. Grantee's satisfactory completion of the Grantee's Application and the satisfactory performance of Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. Should Grantee fail to satisfactorily perform its obligations under this Agreement, in addition to any other remedies contained herein or available to EFI by law or in equity, EFI may terminate this Agreement, demand that Grantee return part or all of the Funds, or both, following Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

15. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, electronic mail, e-mail, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Enterprise Florida, Inc.
Michelle Boylan, Director, Contracts, Grants & Compliance
800 N. Magnolia Ave. Ste. 1100
Orlando, FL 32803
PHONE: 407-956-5636
mboylan@eflorida.com

Grantee: Lafayette County BOCC
Steve Land, Clerk of Court
120 West Main St.
Mayo, FL 32066
PHONE: 386-294-1600
EMAIL: sland@lafayetteclerk.com

BOOK 44 PAGE 138

The address of either party provided above may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

16. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand of Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

17. Promotional Materials. Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI after review and approval by EFI. Grantee shall not publicly promote or reference its relationship with EFI, or DEO as provided for in this Agreement whether through media releases, press statements, publication on its website or social media accounts, or in any other public format whatsoever, without the express written prior approval of EFI.

18. Modification. This Agreement may be modified only upon the written and mutual consent of the Parties hereto.

19. Termination. This Agreement may be terminated without cause by the Grantee with 30 days' notice in writing to the Agreement Manager. This Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event the Agreement is terminated prior to the expiration of the term without cause, EFI shall pay the Grantee for work completed and any obligations and expense incurred by the Grantee that could not reasonably be canceled.

20. Coordination. When reasonable, the Grantee shall coordinate with other Florida economic development organizations and avoid duplication of existing state and local services and activities provided in Florida.

21. Complete Agreement. This Agreement with all exhibits hereto, constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter. Neither Party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

22. Authorization. The officer or other person who has executed this Agreement below on behalf of a party hereto covenants that he or she is legally authorized to execute and deliver on this Agreement on behalf of such party and such other party may rely on this authorization without inquiry.

23. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures shall be of the same force and effect as original signatures.

24. EFI Standard Terms & Agreements. EFI's Standard Contract Terms & Agreements, attached hereto as "Exhibit A", are fully incorporated herein and are binding upon the Parties.

BOOK 44 PAGE 139

25. Contract Requirements Pursuant to Section 288.904(6), Florida Statutes.

- The purpose of the grant is found in: paragraph 3 of this Agreement.
- The specific performance standards and responsibilities for the parties is found in: paragraph 3 of this Agreement.
- A detailed project budget is found in: Exhibit B of this Agreement.
- The value of the services provided under the grant is found in: Paragraph 2.
- The projected travel and entertainment expenses for EFI employees and board members under the grant is: \$0.00.

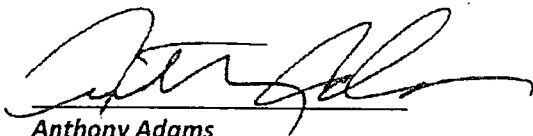
Intentionally Left Blank

BOOK 44 PAGE 140

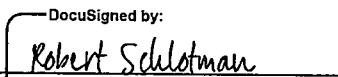
IN WITNESS WHEREOF, The Parties have caused this Agreement to be duly executed as of the last day and year written below.

LAFAYETTE COUNTY BOARD OF
COUNTY COMMISSIONERS

ENTERPRISE FLORIDA, INC.
(EFI)



Anthony Adams
Chairman

DocuSigned by:


Jamaal Sowell
President & CEO

Or – Designee: Robert Schlotman, COO

5/26/2021

5/24/21
Date

Date

BOOK 44 PAGE 141

EXHIBIT A

Enterprise Florida Standard Contract Terms & Agreements 2020-2021

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Grantee shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.

3. Grantee shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Grantee is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

4. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Grantee is found guilty of any violation of any of the foregoing laws.

5. Grantee shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Grantee shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

6. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Grantee acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Grantee affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Grantee or its affiliates been placed on the Discriminatory Vendor List.

7. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, Grantee affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Grantee shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Agreement. The records

BOOK 44 PAGE 142

shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

9. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

10. Pursuant to its contract with DEO, EFI requires Grantee, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Grantee has submitted a false certification, EFI will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Grantee. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Grantee. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

11. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

12. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

13. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

14. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

15. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

16. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

BOOK 44 PAGE 143

17. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

19. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Grantee shall keep and maintain public records required by EFI to perform Grantee's responsibilities hereunder.

b. Grantee shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Grantee shall 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 the contract term and following completion of the contract if the Grantee does not transfer the records to the public agency.

d. Upon completion of the contract, Grantee shall transfer, at no cost to EFI, all public records in possession of Grantee or keep and maintain public records required by EFI to perform the service. If Grantee transfers all public records to the public agency upon completion of the contract, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Grantee acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Grantee of the request, and Grantee must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. If Grantee provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI. In the event that EFI asserts such exemption in response to a public records request based on Grantee's assertion, Grantee agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Grantee acknowledges that EFI may unilaterally cancel this Agreement if Grantee refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Grantee fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

BOOK 44 PAGE 144

OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: bmimbs@enterprise-florida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.

BOOK 44 PAGE 145

EXHIBIT B -

Scope of Work

Rural Florida Site Preparedness

BOOK 44 PAGE 146

Response ID: 202134913

Submitted Date: 03/22/2021 02:10:50 PM (GMT-4)

Completion Time: 3 hr. 34 min. 28 sec.



Rural Florida Site Preparedness Grant Program

Application Materials and Submission Instructions

Application must be completed in its entirety prior to submission. Partially completed applications will not be accepted or considered. All supporting documentation must be included and uploaded with the application.

Questions on the application process may be submitted to: mboylan@enterprise-florida.com

Deadline for applications is March 31, 2021

- Read and review the Site Criteria in full before completing an application.
- Read and review the application in full before completing an application.
- Community must have rural designation from the Florida Department of Economic Opportunity at the time of application.
- The Site Preparedness application consists of an application form, a certification form, and optional attachments. To be considered for a grant, all items must be submitted in a single submission. Failure to provide the required information could result in a delay in the review of, or rejection of, an application.
- Letter(s) of Support are optional **but recommended**. Applications that include letters of support from representatives of properties, the county, city or town in which the project is located, or similar will be given special consideration.

- Enterprise Florida reserves the right to require the submission of additional information in connection with any application or to require the revision of an application.
- Applicants approved will be required to enter a grant agreement with Enterprise Florida in order to receive the funding. EFI may request additional information while negotiating the agreement.

ORGANIZATIONAL INFORMATION

All applicants must meet eligibility requirements for the grant program.

Does your organization serve as the economic development organization for a Rural community or county?

Yes

Which of the following statements is true of the county or community your organization represents?

A county with a population of 75,000 or fewer

Are you a Non-for-Profit Company?

Yes

CONTACT INFORMATION

Full Legal Organization Name

Lafayette County

Street Address

120 West Main Street

City

Mayo

County
Lafayette

BOOK 44 PAGE 148

State
FL

Zip
32066

FEIN# Organization Website
59-6000692 <https://lafayettecountyfl.org>

Organization President Executive Director/CEO

First Name
Steve

Last Name
Land

Title
Clerk of Court

Phone
(386) 294-1600

Email
sland@lafayetteclerk.com

Grant Manager

First Name
Diane

Last Name
Scholz

Title
Director Rural Economic Development Services

Phone
(850) 728-5191

Email
dscholz@fsu.edu

PROJECT INFORMATION

Grant Purpose

Other: Provide Additional information here

Project or Site Address:

Lafayette County-Wide Broadband Improvement Initiative

Plot/Land Numbers: (if applicable)

Size of the parcel/building (if applicable)

The maximum amount available for funding is \$25,000.00

Grant Amount Requested:

19000

Is this a matching funds request?

Yes

Are there additional or other funds dedicated to support this project?

Yes

If answered "yes" to either question above, please describe the purpose of the matching funds or additional/other funds invested in this project:

This funding opportunity was not made known/available until immediately after Florida's rural counties 2020-2021 budget went into effect on October 1, 2020 therefore there was no opportunity for the rural county BOCCs to plan or budget for the 10% match. Additionally, the financial constraints the NFEDP rural counties have experienced due to COVID-19 requirements/demands on county services, the modifications within county buildings and providing new technology to have virtual BOCC meetings have greatly diminished their available discretionary revenue. Therefore, the NFEDP made a commitment to provide the 10% match for the EFI Site Preparedness grants through non-state funding sources.

Anticipated Project Timeline:

Start Date End Date

04/05/2021 03/31/2022

Project Description: Provide a description of the initiative, project or development this grant will support. If this grant will fund a portion of a larger initiative, project or development, please describe (1) the larger initiative (2) progress made to-date and (3) how this grant will contribute to the larger initiative:

Lafayette County BOCC Broadband Initiative will make major internet connectivity improvements throughout the county. There are 4 steps that must occur to lay the ground work for these improvements: 1) Crowd-Sourcing internet survey thru specialized proprietary software to be done by as many users as possible in Lafayette County and to format the data for use in applying for federal funds (\$5,000); 2) a Public Awareness Campaign to ensure the ratio of surveys to the county's population meets the criteria (\$2,500); 3) Rapid Design of up to 7 scenarios of how best to serve

the maximum amount of citizens, households, businesses and medical facilities (\$3,500); and 4) engage the same company's partner to analyze the top 3 recommended designs, determine the best grant to match the design criteria, and write the grant on behalf of Lafayette County (\$8,000). Please see attachment "Detailed Description".

Statement of Need: Provide a description of why the grant is needed (example: How this investment will assist with bringing the site to shovel-ready or how this funding will support proposed municipal process improvement)

It is commonly accepted that shovel-ready sites need to have as much infrastructure in place to meet the needs of the industries that have been targeted to match the size of the site, the available skilled workforce and the culture of the community. It is no longer acceptable to think water, sewer, electricity, natural gas, and transportation have greater importance than broadband connectivity. Many of the economic development projects located within the NFEDP regions are national and international companies that must be able to interface with their locations elsewhere in the world. But very few of the inventoried sites have an acceptable level of broadband. Additionally, broadband is imperative for these companies to support virtual national/international meetings due to the travel bands that have been experienced over the last year. In order for workforce training to be conducted, it is also imperative that this kind of virtual training be available due to social distancing and other restrictions. On the premise that the pandemic may be decreasing, there is still the need to have broadband in place in the event it returns. Broadband as it relates to Florida's economic development and sustainability, must be improved in support of the medical providers, education for those who cannot travel, companies whose workers are still working from home, and VA service providers. For an economic development site to be competitive, it is absolutely imperative it have high-speed connectivity.

Work Plan and Approach: Provide a description of the proposed work plan and approach. This response can include the steps that will be taken, deliverable expected, and, if applicable, a description of the in-kind or matching resources and/or funds that will be dedicated to the support project. Please also describe the steps that would occur following this grant in order to make the larger initiative successful.

Step 1 - Crowd-Sourcing Survey - A link to the spatial company's proprietary software is created and added to the county's official website. The local county administrator, economic development official, District Superintendent of Schools, civic clubs, BOCC promote the link to public to inform them of the purpose, need, how to use, and encourage everyone to simply login and take a 2-minute survey. There must be a ratio of hits based on the county's population to develop accurate data to be used in grant applications. The cost of the Crowd-Sourcing process is \$5,000. Most rural communities do not have a local TV or radio station to help inform the population so other means must be used to promote public awareness. Public Awareness Campaign & management \$2,500. Step 2 - Rapid Design - The spatial company takes the survey data gathered and balances the existing areas of service with the areas lacking to design up to 7 scenarios of how best to use wireless and/or fiber optic to meet the need. The next phase is to present this information to the county BOCC and other community stakeholders/citizens for input to determine what the citizens believe is the best plan to achieve their goal of drastically improving their broadband access throughout the county. Cost-\$3,500. Step 3 - The spatial company has partnered with a grant management and grant writing company that collaborates with the spatial

company to best determine the design, determine the best grant funding source to pay for the implementation of the design, and write the grant. This same company will assist the county in registering the federal System for Award Management (SAM) to make sure all notifications and reports can be filed correctly. Cost \$8,000.

Project Impact: Provide a description of the impact and public benefits that will result from the grant-funded initiative, project or development.	Edit this text	Description of Attachment:	Additional Project Attachments	Additional Project Attachments	Additional Project Attachments	Additional Project Attachments	Letter of Support Attachment
<p>The intended goal and impact of this project is to drastically improve inadequate broadband connectivity and to better serve underserved areas of the county. There is such a great need that these goals may have to be achieved in several phases over a period of years, but the improvements have to begin as soon as possible. This grant will provide funding to get the initial data documented, analyzed to determine the best and most practical design, and then move forward with a highly successful national grant manager to match the need with the appropriate funding source. Broadband connectivity will not only enhance the infrastructure at economic development sites, but also the ability to continue education, government services, business meetings, working from home, etc. should there be a continued need for social distancing due to the pandemic. The ability to recruit new industry to a small rural county due to high-speed internet will be huge, and small businesses will have new online opportunities to expand sales and services.</p>	<p>- Map showing project location information - Other Information: Describe Below:</p>	<p>Lafayette County W-9</p>	<p>Lafayette County-Wide Map.pdf</p>	<p>Lafayette County Detailed Project Description.pdf</p>	<p>EO_18-158.pdf</p>	<p>Lafayette County W-9.pdf</p>	<p>NFEDP Spt Ltr 3-22-2021.pdf</p>

Project Expense
Crowd-Sourcing Survey

Price
5000

Quantity
1

Total

5000

Project Expense
Public Awareness Campaign & Mgmt.

Price
2500

Quantity
1

Total
2500

Project Expense
Rapid Design (Broadband Network)

Price
3,500

Quantity
1

Total
3,500

Project Expense
Grant Sourcing & Preparation

Price
8,000

Quantity
1

Total
8,000

Project Expense

Price

Quantity

Total

Grand Total
19,000

Activity
Crowd-Sourcing Survey

Project Timeframe or Completion Date
06/30/2021

BOOK 44 PAGE 153

Activity
Public Awareness Campaign

Project Timeframe or Completion Date
06/30/2021

Activity
Rapid Design (Broadband Network)

Project Timeframe or Completion Date
08/31/2021

Activity
Grant Coordinating and Writing Services

Project Timeframe or Completion Date
03/31/2022

Applicant Certification:

By signing below, you certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of your knowledge and that you will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines

I AGREE
- I AGREE

Name of Applicant	Applicant Title	Date Submitted
Steve Land	Lafayette County Clerk of Court	03/22/2021

File List (Protected)

Lafayette County-Wide Map.pdf (84Kb.):

<https://app.formassembly.com/uploads/get/a853a61d05e38572f955f37b204d40a4-LafayetteCounty-WideMap.pdf>

Lafayette County Detailed Project Description.pdf (76Kb.):

<https://app.formassembly.com/uploads/get/fb8a3ac3617e43b2f3a2a65822a74523-LafayetteCountyDetailedProjectDescription.pdf>

EO_18-158.pdf (785Kb.):

https://app.formassembly.com/uploads/get/987916671657038d1ccdd5426f118f2f-EO_18-158.pdf

Lafayette County W-9.pdf (34Kb.):

<https://app.formassembly.com/uploads/get/9a376e1a52116204f3023471410c4cb7-LafayetteCountyW-9.pdf>

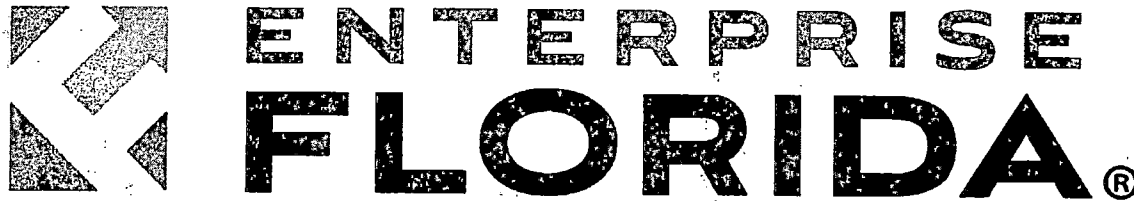
NFEDP Spt Ltr 3-22-2021.pdf (200Kb.):

<https://app.formassembly.com/uploads/get/3dd193d60f3550e81e38c21e4ca33f6e-NFEDPSptLtr3-22-2021.pdf>

BOOK 44 PAGE 155

EXHIBIT C -

Grant Reimbursement Process



Grant Reimbursement Requirements

1. All Marketing Materials produced **MUST** include the Enterprise Florida Logo.
2. The grant project must be completed within the term identified within the grant agreement.
3. All project costs must be paid in full prior to requesting reimbursement as evidenced by:
 - Proof of payment (bank or credit card statements, copies of checks, receipts marked paid)
 - Proof of expense from the vendor with description of services/products provided and the amount.
4. Provide an invoice to Enterprise Florida, Inc. for the reimbursement request detailing each expense requesting reimbursement for.
5. Provide proof of performance
 - For print advertising - A physical copy of the publication must show the publication name and date and display the advertisement and EFI logo.
 - For digital advertising – A screenshot of the webpage showing EFI logo
 - For printed collateral (brochures, maps etc...) – A photo or hard copy of the final printed product containing the EFI Logo.
 - For all other merchandise (t-shirts, tote bags etc..) promotion items – a photo or sample of the item showing the EFI logo.
 - For Site Preparedness - Evidence of completed Scope of Work, Proof of Match Contribution and Compliance Certification Form.

ALL REIMBURSEMENT REQUESTS MUST BE MADE BY THE DEADLINE INDICATED

EXHIBIT D -

Compliance Certification Form

Grantee Address, Phone, and Email:

COMPLIANCE CERTIFICATION FORM

DATE:

BOOK 44 PAGE 158

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed:

Title:

Contractor Signature:

Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed:

Title:

EFI Contract Manager Signature:

Date: