

REGULAR MEETING
OCTOBER 28, 2019
5:30 P.M.

BOOK 42 PAGE 001

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 Henry McCray, 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. Jones and a second by Mr. McCray, the Board voted unanimously to approve the minutes.

DEPARTMENT OF TRANSPORTATION

Jamie Driggers, with the Department of Transportation, discussed the Five Year Plan with the Board. He also discussed the color scheme for the Camp Grade Bridge. Upon general consent of the Board, they agreed to do the same color as the Hal Adams Bridge.

Mr. Adams mentioned the SCRAP and SCOP programs, and the best way to select projects. Mr. Driggers discussed the process that DOT uses to determine selections for the projects.

COLLECTION SITE ATTENDANT

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve hiring Mack Robinson as collection site attendant.

SET A DATE FOR A WORKSHOP

The Board agreed, to hold a Workshop on Tuesday, November 5, 2019 at 5:30 p.m. to discuss CR 300.

AGREEMENT WITH THE DEPARTMENT OF AGRICULTURE

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve the Agreement with the Department of Agriculture for the Extension Office.

RESOLUTION NO. 2019-10-02

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2019-10-02 by title only. On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to adopt the Resolution approving a SCRAP agreement on CR 354 with the Department of Transportation.

MERIDIAN BEHAVIORAL HEALTHCARE AGREEMENT

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve the agreement with Meridian Behavioral Healthcare.

ADVERTISING FOR MCCRAY GRADE

The Board discussed advertising for the McCray Grade paving project. The Board voted the following way to advertise: Lamb – yes; McCray – no; Walker – yes; Adams – yes; Jones – yes.

SIMS PROPERTY

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to table the Sims Property item to a later meeting.

SCHEDULE THE REORGANIZATION MEETING AND MOVE THE FIRST MEETING IN NOVEMBER

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to move the first meeting in November from the 11th to the 12th due to the Veteran's Day Holiday, and to also schedule the annual Reorganization Meeting for that day at 9:00 a.m.

APPROVE THE BILLS

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


General Fund - \$153,252.18
Emergency 911 Fund - \$1,016.32
Industrial Park Fund - \$760.52

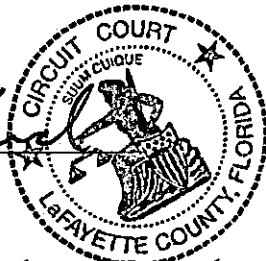
ADJOURN

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


Anthony Adams, Chairman

Attest:


Steve Land, Clerk



Approved this 12th day of November, 2019.

**AMENDED
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, October 28, 2019 at 5:30 p.m. The meeting will be held in the County Commissioner's Meeting Room at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



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) DOT Representative – fall county commission meeting update and Five Year Plan.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - 1) Recommendation for collection site subs.
 - C) Robert Hinkle – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
 - 1) Approve an agreement with the Florida Department of Agriculture for the Extension Office.
6. Adopt Resolution No. 2019-10-02 approving a SCRAP agreement with DOT.
7. Approve an agreement with Meridian Behavioral Healthcare.
8. Frank Darabi – various items.
 - A) Approve advertising for McCray Grade.
9. Discuss the grant writing position.
10. Discuss the Sims Property.
11. Schedule the Reorganization Meeting.
12. Reschedule the first meeting in November from the 11th to the 12th due to Veteran's Day.
13. Leenette McMillan-Fredriksson – various items.
14. Approve the bills.
15. Other Business.

16. Future agenda items.
17. Adjourn.

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

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

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

MAYO FREE PRESS

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

Affidavit of Publication

STATE OF FLORIDA COUNTY OF LAFAYETTE:

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

PUBLIC NOTICE

in the matter of

was published in the said newspaper on the following day(s), namely Mayo Free Press: 10/24/19.

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

Signed: Madonna Hoover

Sworn to and subscribed before me on this day:

Date: October 24, 2019

Notary Public: Monja Slater

Personally known X or produced identification

Type of identification produced:

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Lafayette County Commission

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6. Adopt a Resolution to approve an agreement with DOT.
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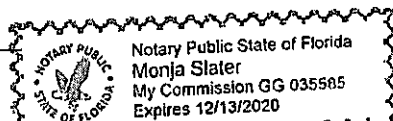
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See www.lafayetteclerk.com for updates and amendments to the agenda.
10/24/2019

Ad #

316 848



FLORIDA DEPARTMENT OF TRANSPORTATION
5 - YEAR TRANSPORTATION PLAN (\$ IN THOUSANDS)
TENTATIVE FY 2021 - 2025 (10/03/2019 00:22:03)
LAFAYETTE COUNTY

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
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Highways: State Highways

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
4135241	D2-LAFAYETTE COUNTY TRAFFIC SIGNAL MAINTENANCE AGREEMENT	TRAFFIC CONTROL DEVICES/SYSTEM	.000	7 OPS	7 OPS	7 OPS		
4451481	SR51/BRITT CREEK BRIDGE NUMBER 330014	BRIDGE REPLACEMENT	.001	509 PDE				
					842 PE			
						100 ROW	500 ROW	
								5,996 CST

Highways: Local Roads

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
4458201	CR 250 FROM: CR 53 TO: BRIDGE REPLACEMENT AT SUWANNEE RIVER	RESURFACING	1.617			750 CST		
4434081	CR53 FROM HWY27(SR20) NORTH TO MADISON COUNTY LINE	RESURFACING	9.116		3,659 CST			

Highways: Off State Hwy Sys/Off Fed Sys

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
4374261	CAMP GRADE ROAD OVER STEINHATCHEE RIVER BRIDGE NO334001	BRIDGE REPLACEMENT	.010	2,876 CST				

Maintenance: State Highways

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
2146011	LAFAYETTE	ROUTINE MAINTENANCE	.000	400 MNT	400 MNT	400 MNT		
4144101	LIGHTING AGREEMENTS LAFAYETTE COUNTY	LIGHTING	.000	11 MNT	11 MNT	12 MNT		

Freight, Logistic And Passenger Operation: Transit

Item No	Project Description	Work Description	Length	2021	2022	2023	2024	2025
4272581	LAFAYETTE COUNTY FED SECT 5311 RURAL TRANSIT FUNDING	OPERATING/ADMIN. ASSISTANCE	.000	52 OPS	54 OPS	57 OPS	60 OPS	63 OPS

PUBLIC NOTICE

The Lafayette County Commission will be accepting applications for a substitute attendant at various collection sites as needed. Applications may be picked up at the Clerk of Court's Office, located at 120 West Main Street, Mayo, Florida 32066. All applications are to be turned in to the Clerk's Office, and are due by Thursday, October 17, 2019 at 12:00 p.m. The Lafayette County Board of County Commissioners is an equal employment opportunity employer that does not discriminate against any qualified employee or applicant because of race, color, national origin, sex including pregnancy, age, disability or mental status.

By Order Of:

A handwritten signature in black ink, appearing to read 'Anthony Adams', written over a horizontal line.

Anthony Adams, Chairman
Lafayette County Commission

MAYO FREE PRESS

Please Run 10/3/19 and 10/10/19.

MAYO FREE PRESS

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

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By Order Of:

Anthony Adams, Chairman
Lafayette County Commission
10/03, 10/10/2019

was published in the said newspaper on the following day(s), namely Mayo Free Press: 10/03/19, 10/10/19.

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

Signed: Madonna Hoover

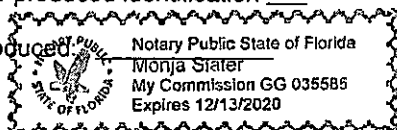
Sworn to and subscribed before me on this day:

Date: October 10, 2019

Notary Public: Monja Slater

Personally known X or produced identification

Type of identification produced:



Ad # 307407



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services 026525
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into on October 28, 2019, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Lafayette County Board of County Commissioners, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: From execution through December 31, 2020.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

Construction of new classroom at the Lafayette County UF/IFAS Extension Office as outlined in Exhibit A, hereby incorporated and attached hereto.

- 2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72000000.
- 2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The required deliverables include receipt of copies of the executed A/E and construction contracts; receipt of Quarterly Expenditure Projections and Quarterly Status Reports, utilizing the forms shown as Exhibits B and C respectively; receipt of a current Percentage of Completion Spreadsheet, utilizing the form shown as Exhibit D, with each invoice requesting reimbursement accompanied by documentation substantiating the reimbursement amount; and, upon project completion, receipt of certification that project is complete and lien-free.

- 2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. Invoices received for services as stipulated in the scope of work without proper supporting documentation and without a current Percentage of Completion Spreadsheet will result in a payment of \$0, until satisfactory documentation is accepted and approved by the DEPARTMENT.
- 2.5 Department Services. The DEPARTMENT agrees to provide the following services: Consultation as requested.

ARTICLE 3: COMPENSATION & EXPENSES

- 3.1 The DEPARTMENT will pay the RECIPIENT not to exceed \$400,000 as follows:

Up to three (3) months of foreseeable expenses may be paid in advance upon written request at time of contract execution. Documentation for services provided using advance payment must be received prior to submission of the next invoice. The remaining amount will be paid in arrears upon receipt of detailed invoices outlining services provided.

- 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in the paragraph for payments directly above.
- 3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.
 - 3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.
 - 3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- 3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.
- 3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.
 - 3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516

or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

- 3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

- 4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- 4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- 4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- 4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.
- 4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not

contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

- 4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS AND COVENANTS

- 5.1 RECIPIENT expressly acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.
- 5.2 RECIPIENT expressly acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the

provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

- 5.3 RECIPIENT expressly acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 5.4 RECIPIENT expressly acknowledges and agrees that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 5.5 RECIPIENT is informed that the employment of unauthorized aliens by any contractor is considered a violation of Section 1324a of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT.
- 5.6 RECIPIENT hereby represents and warrants that it shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the

Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

- 5.7 RECIPIENT hereby represents and warrants that it shall comply with Section 20.055, Florida Statutes.
- 5.8 By executing this AGREEMENT, RECIPIENT hereby represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further certifies that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for in Statute.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:
- 6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.
 - 6.1.2 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, Florida Statutes, or as otherwise provided by law.
 - 6.1.3 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 period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all

public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT 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.

- 6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
- 6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

ARTICLE 7: TERMINATION

- 7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.
- 7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified

in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.

7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii) disallow all or part of the cost of the services not in compliance; and/or (iii) wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

- 7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.
 - 7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.
 - 7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.
 - 7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.
- 7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.
- 7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

- 8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with

and subject to requirements of Section 215.97, Florida Statutes.

- 8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- 8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.6 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.7 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.
- 8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from

the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

- 8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

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

- 8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records

upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

- 8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.
 - 9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

- 9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.
- 9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.
- 9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.
- 9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.
- 9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.
- 9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

- 9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 9.10 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is Dorothy Boerger and is located at 407 South Calhoun Street, Mailstop M4, Tallahassee, Florida 32399-0800.

The contract manager for the RECIPIENT is Shawn Jackson and is located at 176 SW Community Circle, Mayo, Florida 32066.

ARTICLE 10: CATALOG OF STATE FINANCIAL ASSISTANCE (CSFA)

- 10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, Ag Education Promotional Facilities, 42.047 \$400,000.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Signature

Signature

Director of Administration
Title

Chairman - BCC
Title

Date

Date

EXHIBIT A

Florida Department of Agriculture and Consumer Services
Division of Administration



NICOLE "NIKKI" FRIED
COMMISSIONER

RECIPIENT INFORMATION FOR
STATE FINANCIAL ASSISTANCE CONTRACTS

1. Name of Organization (County, Fair Association, etc.):

Lafayette County Board of County Commissioners

2. Mailing Address: PO Box 88

City, State, Zip Code: Mayo, FL 32066

3. FEID #: 59-6000692

4. Name of Agent: Shawn Jackson

Agent Address (if different from address given above):

176 SW Community Circle

Mayo, FL 32066

Agent's Telephone Number: 386-294-1279 FAX Number: 386-294-2016

Agent's Email Address: michaelsjackson@ufl.edu

5. Appropriation Eligible Costs: (List all major applicable appropriation project cost items in the space provided below. Use additional pages if required.)

Construction of a new classroom for the UF/IFAS Lafayette County Extension Office. Design and engineering costs to be included. Demolition of existing building.

EXHIBIT B

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

**QUARTERLY EXPENDITURE PROJECTIONS
FOR STATE FINANCIAL ASSISTANCE CONTRACTS**

RECIPIENT		COUNTY	CONTRACT #
CONTACT INFORMATION			
Agent:			
Address:			
Phone:			
Email:			
AMOUNT OF STATE FINANCIAL ASSISTANCE:			
ANTICIPATED FUNDING NEEDS			
Paid to Date			
TOTAL			

Signature:	
Print Name:	
Title:	
Date:	

EXHIBIT C

Florida Department of Agriculture and Consumer Services
Division of Administration



**NICOLE "NIKKI" FRIED
COMMISSIONER**

**QUARTERLY STATUS REPORT FOR
STATE FINANCIAL ASSISTANCE CONTRACTS**

Project Status Report	
Project Name:	
Contract Manager:	
Quarter:	
Reporting Period:	

Project Key Parameters		
	Status	Comments (If At-risk and Off-track are selected a comment is required.)
Schedule		
Quality		
Scope		
Budget		

[illegible]

Summary of Status	

Recipient Contract Manager Signature

Date _____

FDACS Contract Manager Signature

Date



Florida Department of Agriculture and Consumer Services
Division of Administration

Project Title: _____

Agency: _____

Contract Number: _____

Contract Amount: _____

Date Submitted: _____

Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period				
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Project Title:	ABC Fairground Renovation
Agency:	ABC County Board of County Commissioners
Contract Number:	23456
Contract Amount:	\$256,855.00
Date Submitted:	8/15/2018

Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period				
Upgrade Electrical System	\$ 44,138.00	\$ 44,138.00			\$ 44,138.00	100%	\$ -
Refurbish Restrooms	\$ 40,142.00	\$ 20,000.00	\$ 5,135.35		\$ 25,135.35	63%	\$ 15,006.65
Upgrade Water Holding Tank	\$ 2,753.00		\$ 1,500.00		\$ 1,500.00	54%	\$ 1,253.00
Purchase Dump Trailer	\$ 2,000.00		\$ 2,025.50		\$ 2,025.50	101%	\$ (25.50)
Site Prep for arena/barn	\$ 7,145.00		\$ 7,145.00		\$ 7,145.00	100%	\$ -
New Ticket Buildings	\$ 2,335.00		\$ 2,335.00		\$ 2,335.00	100%	\$ -
Replace Kitchen Sinks	\$ 1,718.00		\$ 1,718.00		\$ 1,718.00	100%	\$ -
land Clearing/Site Prep	\$ 16,250.00		\$ 16,250.00		\$ 16,250.00	100%	\$ -
Engineering/Design/permitting	\$ 50,000.00	\$ 36,300.00			\$ 36,300.00	73%	\$ 13,700.00
NewMulti-Purpose Arena	\$ 90,374.00				\$ -	0%	\$ 90,374.00
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Total	\$ 256,855.00	\$ 100,438.00	\$ 36,108.85	\$ -	\$ 136,546.85	53%	\$ 120,308.15

Ch. 2019-115

LAWS OF FLORIDA

Ch. 2019-115

SECTION 5 - NATURAL RESOURCES/ENVIRONMENT/GROWTH MANAGEMENT/TRANSPORTATION

	FROM MARKET IMPROVEMENTS WORKING CAPITAL TRUST FUND	11,595
	FROM SALTWATER PRODUCTS PROMOTION TRUST FUND	4,476
	FROM FLORIDA AGRICULTURAL PROMOTION CAMPAIGN TRUST FUND . . .	224
1505A	FIXED CAPITAL OUTLAY MAINTENANCE AND REPAIRS STATE FARMERS' MARKETS - STATEWIDE FROM MARKET IMPROVEMENTS WORKING CAPITAL TRUST FUND	300,000
1505B	FIXED CAPITAL OUTLAY CODE AND LIFE SAFETY - STATE FARMERS' MARKETS - STATEWIDE FROM MARKET IMPROVEMENTS WORKING CAPITAL TRUST FUND	700,000
1505C	GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY AGRICULTURAL PROMOTION AND EDUCATION FACILITIES FROM GENERAL REVENUE FUND	4,990,000

The nonrecurring funds provided in Specific Appropriation 1505C shall be used for the following:

4Roots Farm and Agriculture Center (Senate Form 1559)		
(HB 4101)		650,000
Alachua County Agricultural Center		400,000
Citrus County Fair Association		500,000
Clay County Board of County Commissioners		500,000
Hendry County Fair and Livestock Show		400,000
Lafayette Board of County Commissioners		400,000
Northeast Florida Fair Association		990,000
Putnam County Fair Association (Senate Form 1090)		
(HB 4241)		750,000
Suwannee County Board of County Commissioners		350,000
Washington County Agriculture Center (Senate Form 1598)		
(HB 4089)		50,000

TOTAL: AGRICULTURAL PRODUCTS MARKETING		
FROM GENERAL REVENUE FUND	10,929,682	
FROM TRUST FUNDS		15,507,316
TOTAL POSITIONS	101.00	
TOTAL ALL FUNDS		26,436,998

AQUACULTURE

	APPROVED SALARY RATE	1,918,798	
1506	SALARIES AND BENEFITS	POSITIONS	44.00
	FROM GENERAL REVENUE FUND	1,939,163	
	FROM GENERAL INSPECTION TRUST FUND .		867,403
1507	OTHER PERSONAL SERVICES		
	FROM FEDERAL GRANTS TRUST FUND . . .		19,700
	FROM GENERAL INSPECTION TRUST FUND .		30,532
1508	EXPENSES		
	FROM GENERAL REVENUE FUND	400,173	
	FROM FEDERAL GRANTS TRUST FUND . . .		29,000
	FROM GENERAL INSPECTION TRUST FUND .		285,966
1509	OPERATING CAPITAL OUTLAY		
	FROM GENERAL REVENUE FUND	20,000	
	FROM GENERAL INSPECTION TRUST FUND .		12,600
1510	SPECIAL CATEGORIES		
	ACQUISITION OF MOTOR VEHICLES		
	FROM GENERAL INSPECTION TRUST FUND .		95,589

BOARD OF COUNTY COMMISSIONERS

LAFAYETTE COUNTY

**FUNDING AGREEMENT FOR THE PROVISION OF MENTAL HEALTH
AND ADDICTION SERVICES**

THIS AGREEMENT entered into this 28th day of October, 2019, by and between the **Board of County Commissioners of Lafayette County**, hereinafter referred to as the "Commission," and **Meridian Behavioral Healthcare, Inc.**, an independent contractor, hereinafter referred to as "MBH".

For and in consideration of the mutual undertaking and agreements hereinafter set forth, the Commission and MBH agree as follows:

1. **The Commission Agrees:**

A. To provide funds to MBH consistent with the requirements of Florida Statute (§394.76) for the provision of general mental health, and substance use services, including Baker Act services to the citizens of Lafayette County in the amount of \$17,467.00. This sum is for the fiscal year beginning October 1, 2019, and ending September 30, 2020, and the Commission's allocation to operate the program and facilities for services for citizens of Lafayette County.

B. To release such funds in the amount of \$4,366.75 per quarter, upon receipt of an invoice due on the first day of each quarter.

2. **MBH Agrees:**

A. To provide mental health and substance use services, including Baker Act services to the citizens of Lafayette County.

B. To provide services to any person and ensure that no service will be denied and/or delayed to any person because of race, creed, color, national origin, sex, age or ability to pay.

C. To ensure that all information regarding clients be safeguarded in accordance with 45 C.F.R. § 205.50. 42 C.F.R..

D. To comply with the provisions contained in the Civil Rights certificate.

E. To provide, monitor, evaluate, and audit all programs funded under the terms of this agreement according to Federal and C&F guidelines, rules, regulations, instructions, and the approved C&F Plan.

F. Any funds expended in violation of this agreement or in violation of appropriate Federal and State requirements, or any funds claimed by MBH which are determined by the Commission to be in violation of appropriate departmental or federal guidelines shall be

refunded in full to the Commission or if this agreement is still in force, shall be withheld by the Commission from any subsequent compensation request.

G. To retain all fiscal and client books, records, or other documents relative to this agreement for seven (7) years after final payments or until audit or resolution of audit findings by county auditors.

H. To provide an opportunity for recipients of services to present their views about the service program and also establish a system through which clients may present reasonable grievances about the delivery of services under this agreement. Such system shall include provision for fair hearing.

I. To negotiate sub-agreements and be responsible for the execution of sub-agreements pursuant to this agreement. Such sub-agreements may be reviewed by the Commission and if they are found not to be in compliance with the provisions of this agreement, they shall be subject to revision by MBH, or funds may be withheld by the Commission.

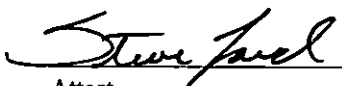
3. MBH and the Commission Mutually Agree:

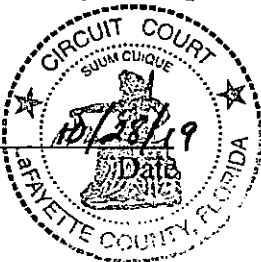
A. This agreement shall begin on October 1, 2019, 12:01 a.m. and end on September 30, 2020, at midnight.

B. This agreement, or any part of this agreement, may be terminated with or without cause, by either party, at any time, upon no less than thirty (30) days notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person.

C. Any alterations, variation, modification and/or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by all parties to the agreement, and attached to the original agreement.

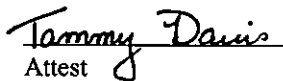
D. This agreement contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.


Attest



Date 10/28/19


Chairman
Lafayette County Board of
County Commissioners

Date 10/28/19


Attest

Date 09/24/2019


Margarita Labarta, Ph.D.
President
Meridian Behavioral Healthcare Inc.

Date 9/23/2019

RESOLUTION NO. 2019-10-02

WHEREAS, the Florida Department of Transportation has offered Lafayette County an agreement for financial project ID: 441599-1-54-01 in the amount of \$3,200,000.00, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement for the design, construction and construction engineering and inspection for resurfacing on CR 354 (Convict Springs Road), project no.: 441599-1-54-01 from US 27 to SR 51 in Lafayette County, and


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

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

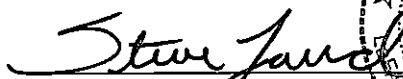
THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

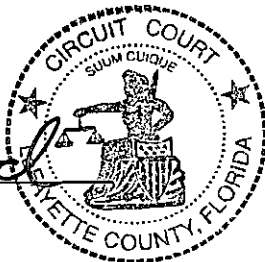
PASSED in regular session this 28th day of October, 2019.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land, Clerk



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

FPN: <u>441599-1-54-01</u>	Fund: <u>SCRAP</u>	FLAIR Category: <u>085575</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN. _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>33</u>	Contract No: <u>G1G70</u>	Vendor No: <u>F596000692006</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 11/20/2019 | 7:47 AM EST
(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation. ("Department"), and Lafayette County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for resurfacing on CR 354 (Convict Springs Rd) from US 27 to SR 51, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$3,200,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,200,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
 - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
 - e. Travel expenses are not compensable under this Agreement.
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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"

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
 - g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
 - h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
 - i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
 - j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
 - k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- 11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

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And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity. and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

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granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.


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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

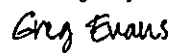
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

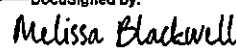
RECIPIENT LAFAYETTE COUNTY

By: 
Name: Anthony Adams
Title: Chairman BCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: 
Name: Greg Evans
Title: District Secretary
11/20/2019 | 7:47 AM EST

Legal Review:

DocuSigned by:
By: 
Name: Melissa Blackwell

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441599-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

LAFAYETTE COUNTY (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: approx. 6.7 miles

PROJECT DESCRIPTION: Design, Construction, and Construction Engineering and Inspection for resurfacing CR 354 (Convict Springs Rd) from US 27 to SR 51.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by June 30, 2021
- b) Construction contract to be let by December 31, 2021
- c) Construction to be completed by December 31, 2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- * Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- * Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- * The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- * The Agency shall provide, at least, quarterly invoicing with progress report.
- * The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.
- * The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

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STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE525-010-60
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RECIPIENT NAME & BILLING ADDRESS: <u>Lafayette County BOCC</u> <u>The Honorable Ernest Jones, Chair</u> <u>Post Office Box 88</u> <u>Mayo, FL 32066</u>	FINANCIAL PROJECT NUMBER: <u>441599-1-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

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Design/Construction/CEI - Phase 64	\$ 0.00	\$ 0.00	\$ 0.00	\$3,200,000.00
Maximum Department Participation - (Small County Road Assistance Program)	100% or \$ 3,200,000.00	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$3,200,000.00	\$0.00	\$0.00	\$3,200,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans

District Grant Manager Name

Signature

Date

Kim Evans

11/18/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and LAFAYETTE COUNTY

PROJECT DESCRIPTION: CR 354 (Convict Springs Rd) from US 27 to SR 51

FPID#: 441599-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL.

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,200,000.00

*The state award amount may change with supplemental agreements

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

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

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

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

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2019-10-02

WHEREAS, the Florida Department of Transportation has offered Lafayette County an agreement for financial project ID: 441599-1-54-01 in the amount of \$3,200,000.00, and

WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement for the design, construction and construction engineering and inspection for resurfacing on CR 354 (Convict Springs Road), project no.: 441599-1-54-01 from US 27 to SR 51 in Lafayette County, and


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

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

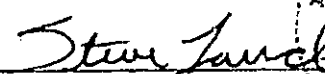
THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

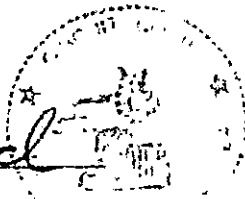
PASSED in regular session this 28th day of October, 2019.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land, Clerk



6

To: kimberly.evans@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****G1G70****11/15/2019****CONTRACT INFORMATION**

Contract:	G1G70
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAFAYETTE COUNTY BOCC
Vendor ID:	F596000692006
Beginning Date of This Agreement:	11/14/2019
Ending Date of This Agreement:	12/31/2023
Contract Total/Budgetary Ceiling:	ct = \$3,200,000.00
Description:	resurfacing of Convict Springs Rd from US 27 to SR 51

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/15/2019**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	AI
Object Code:	751000
Amount:	\$3,200,000.00
Financial Project:	44159915401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	085575/20
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$3,200,000.00

Check History Report
Sorted By Check Number
Activity From: 10/28/2019 to 10/28/2019

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Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
060745	10/28/2019	APS	Alachua Pest Services, LLC	225.33	Auto
060746	10/28/2019	DCSO	Dixie County Sheriff's Dept.	703.00	Auto
060747	10/28/2019	DE	Duke Energy	6,602.32	Auto
060748	10/28/2019	MTG	Matheson Tri-Gas Inc.	761.17	Auto
060749	10/28/2019	NCFRPC	N. Cen. FL Regional Planning C	3,250.00	Auto
060750	10/28/2019	PR	Preble-Rish\Dewberry Engineers Inc	38,200.00	Auto
060751	10/28/2019	AAAPORT	AAA Porta Serve	80.00	Auto
060752	10/28/2019	BR	Blue Rok, Inc.	1,912.96	Auto
060753	10/28/2019	CSL	Cotton State Life	13.28	Auto
060754	10/28/2019	DMINC	Denali Materials, Inc.	966.70	Auto
060755	10/28/2019	DMLP	Dell Marketing L.P.	1,405.02	Auto
060756	10/28/2019	EEI	Emergency Educational Training Inst.	225.00	Auto
060757	10/28/2019	EWL	EnviroWaste LLC	400.00	Auto
060758	10/28/2019	GLC	Greatamerica Financial Service	173.87	Auto
060759	10/28/2019	HBVFD	Hatchbend Volunteer Fire Dept	2,000.00	Auto
060760	10/28/2019	HCS	Hill's Computer Service	358.89	Auto
060761	10/28/2019	JDC	John Deere Credit	1,213.85	Auto
060762	10/28/2019	LEGAL	Legal Shield	148.50	Auto
060763	10/28/2019	MACL	Mayo Air Conditioning, LLC	215.00	Auto
060764	10/28/2019	MOS	McCrimon's Office Supply	43.05	Auto
060765	10/28/2019	MUM	Music Masters	2,560.00	Auto
060766	10/28/2019	NCFRPC	N. Cen. FL Regional Planning C	3,537.00	Auto
060767	10/28/2019	PPETS	Pridgeon's Power Equipment &	523.49	Auto
060768	10/28/2019	QC	Quill Corporation	1,576.84	Auto
060769	10/28/2019	QM	Quadmed, Inc.	123.69	Auto
060770	10/28/2019	SCF	Sage Checks & Forms	332.85	Auto
060771	10/28/2019	SVE	Suwannee Valley Electric	1,224.31	Auto
060772	10/28/2019	TPTI	Triple P Trucking, Inc	400.00	Auto
060773	10/28/2019	URI	United Refrigeration Inc.	48.64	Auto
060774	10/28/2019	VW	Verizon Wireless	236.19	Auto
060775	10/28/2019	WP	Wolfe Plumbing, Inc.	145.00	Auto
060776	10/28/2019	WSLO	Winsupply of Live Oak	130.07	Auto
060777	10/28/2019	FLGHIC	FL Local Government Health Insurance Consortium	66,729.07	Auto
060780	10/28/2019	BR	Blue Rok, Inc.	528.07	Auto
060781	10/28/2019	DISH	Dish Network	131.19	Auto
060782	10/28/2019	NFEDP	North FL Economic Dev Partners	873.20	Auto
060783	10/28/2019	QC	Quill Corporation	298.91	Auto
060784	10/28/2019	TRRLS	Three Rivers Regional Library	11,000.00	Auto
060785	10/28/2019	W	Windstream	3,617.32	Auto
060786	10/28/2019	SICL	Standard Insurance Company	338.40	Auto

Bank A Total: 153,252.18

Report Total: 153,252.18


THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE
LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 28TH DAY OF OCTOBER, 2019.










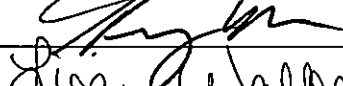
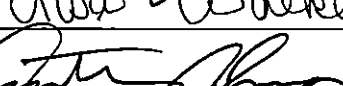


BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FLLIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON OCTOBER 28, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FL Dept of Mgmt Services	Communications	526-410		\$ 608.61
Windstream	Communications	526-410		\$ 407.71
TOTAL				\$ 1,016.32

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF OCTOBER, 2019.



 Lisa Walker

 Ernest D. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON OCTOBER 28, 2019.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
SVEC	Utilities	552-430		\$ 52.56
Gulf Controls Co.	Maint- A+ Trailers	552-461		\$ 707.96
TOTAL				\$ 760.52

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF OCTOBER, 2019.

