

PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, September 28, 2020 at 5:30 p.m. The meeting will be held in the Courtroom 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.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Approve a Resolution for the Camp Grade Road Bridge Replacement project.
7. Approve the First Amendment to Florida Housing Finance Corporation agreement.
8. Approve Lease Agreement for the Industrial Park.
9. Appoint the members of the Value Adjustment Board.
10. Discuss the L.A. Bennett Bridge project.
11. Discuss the implications of the COVID-19 declaration.
 - A) Approve Subrecipient Agreement with the Lafayette County School Board.
12. Leenette McMillan-Fredriksson – various items.
13. Approve the bills.
14. Other Business.
 - A) Approve Resolution No. 2020-09-05 and Supplemental Agreement for Island Drive Bridge.
 - B) Approve change order on SE McCray Road.
 - C) Approve indigent burial request.
15. Future agenda items.
16. Adjourn.

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

Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771. See www.lafayetteclerk.com for updates and amendments to the agenda.

RESOLUTION NO. 2020-09-06

BK 43 PAGE 218

WHEREAS, the Florida Department of Transportation is constructing a project which shall include the replacement of a bridge that extends across the Steinhatchee River on Camp Grade Road in Lafayette County, financial project ID: 437426-1-52-01, and

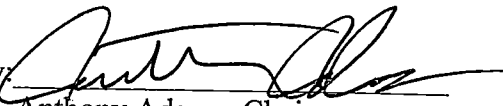
WHEREAS, the Board of County Commissioners of Lafayette County deem it to be in the best interest of Lafayette County and the citizens of Lafayette County to enter into this agreement project no.: 437426-1-52-01 for the maintenance of the bridge on Camp Grade Road in Lafayette County, and

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

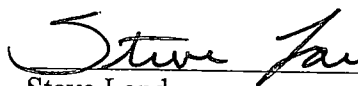
THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, that the Chairperson of the Board of County Commissioners of Lafayette County, Florida is authorized to execute said agreement.

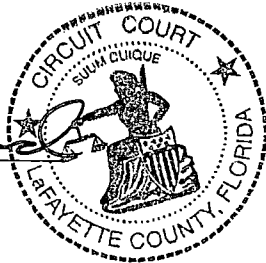
PASSED in regular session this 28th day of September, 2020.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land
Clerk of Court



TRANSFER AND MAINTENANCE AGREEMENT

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

-RECITALS-

1. The term "Property", identified in red on attached **Exhibit "A", Composite "A-1" through "A-2"**, shall collectively refer to certain real property located in Lafayette County, Florida, portions of which are owned by the Agency, known as Camp Grade Road, highlighted in blue on attached **Exhibit "B" Composites "B-1", "B-2"** ("Maintained Property"), and portions of which are owned or in the process of being acquired by the Department ("Transferred Property"), as more particularly identified in purple on **Exhibit "B" Composites "B-3", "B-5"**; and
2. Certain portions of the Transferred Property are easements that have been or are being acquired by the Department from the Trustees of the Internal Improvement Trust Fund ("TIITF Easement"); and
3. The Department is constructing a "Project" associated with Financial Project Number 437426-1-52-01 which shall include the replacement of a bridge that extends across the Steinhatchee River, known as Bridge No. 334001 ("Bridge"), as well as various other improvements, all of which will be located on or within the Property; and
4. For purposes of this Agreement, the term "Improvement" means and shall collectively refer to the Bridge replacement, including the construction of rubble riprap, and installation of necessary signage, more particularly shown on attached **Exhibit "B" Composites "B-1", "B-2"**; and
5. The Bridge replacement will necessitate temporary closure of the Bridge access and a re-route of vehicular traffic through Agency property over which the Department has acquired temporary construction easements for the duration of the Project ("Detour Property"), highlighted in yellow on **Exhibit "B" Composites "B-3" through "B-6"**; and
6. The term Improvement shall include and incorporate the term Detour Property, as identified in Recital 5 above; and
7. The Department shall operate, maintain, and repair the Detour Property for the duration of the Project; and
8. The Department shall fund construction of the Project and Improvement; and
9. The Department's ability to fund construction of the Project and Improvement is wholly contingent on appropriation of funds to the Department; and
10. The Department shall construct the Improvement on the Property; and
11. A date for the commencement of construction of the Improvement has not been established; and
12. Upon completion of the Project, the Department will transfer the Transferred Property and all Improvement to the Agency via map transfer or any other means of conveyance as allowable by law ("Conveyance"); and
13. The Agency agrees to receive and accept ownership of the Transferred Property and Improvement, therein, and to operate, repair, and maintain the same at its sole cost and expense; and
14. Contemporaneously with the Conveyance, the Agency agrees to make every reasonable good faith effort to cause the TIITF to allow for the transfer or assignment of the TIITF Easement from the Department to the Agency; and
15. Upon transfer or assignment of the TIITF Easement from the Department to the Agency, the Agency

Financial Project Id. No.: 437426-1-52-01
Federal Id. No.: D217-040-B
Project Description: Camp Grade Road Bridge Replacement Bridge No.: 334001
Off System Department Construct Agency Maintain

agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvement, therein, at its sole cost and expense; and

- 16. The Agency agrees that it shall continue to own, operate, maintain, and repair the Maintained Property and any Improvement, therein, at its sole cost and expense; and
- 17. The Agency, by Resolution 2016-04-02-3 dated April 29, 2016 endorsed delivery of this Project by the Department on behalf of the Agency, see Exhibit "C"; and
- 18. The Agency, by Resolution 2020-09-06 dated 9/28/20, has authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "D".

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

The "Effective Date" of this Agreement will be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

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

4. E-VERIFY

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

5. COMPLIANCE

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

6. PERMITS

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

7. PROJECT MANAGEMENT

The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or

more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the Improvements, and any other activities deemed by the Department to be necessary to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

8. TRANSFERRED PROPERTY AND TIITF EASEMENT

A. Upon completion of the Project, the Department shall convey the Transferred Property to the Agency by the Conveyance. The Agency, by execution of this Agreement, agrees that it will accept ownership of the Transferred Property and any Improvement therein, as well as all maintenance responsibilities described in paragraph 9 below.

B. Contemporaneously with the Conveyance of the Transferred Property, the Agency further agrees to make every good faith effort to cause the TIITF to allow for the transfer or assignment of the TIITF Easement from the Department to the Agency. Upon conveyance of the TIITF Easement, the Agency will assume all maintenance responsibilities described in paragraph 9 for the TIITF Easement and any Improvement. In the event the TIITF Easement is not conveyed to the Agency, the Agency agrees to operate, maintain and repair the same in accordance with paragraph 9, below.

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

9. OPERATION, MAINTENANCE & REPAIR

A. Upon completion of the Project and Conveyance, the Agency shall operate, maintain, and repair the Maintained Property, Transferred Property, TIITF Easement, and any Improvement, therein, at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to 23 CFR 1.27 and under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

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

10. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvement constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the

Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

11. UTILITIES

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

12. WARRANTIES

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

13. EMINENT DOMAIN AND DAMAGES

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

14. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

15. INDEMNIFICATION

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

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

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

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

17. NOTICE

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

Department: Florida Department of Transportation
Perry Maintenance Office
657 Plantation Road, Mail Station 2601
Perry, Florida 32348

Agency: Lafayette County
120 West Main Street
P.O. Box 88
Mayo, FL 32066

18. GOVERNING LAW

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

19. INITIAL DETERMINATION OF DISPUTES

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

20. VENUE AND JURISDICTION

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

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

21. JURY TRIAL

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

22. ASSIGNMENT

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

23. THIRD PARTY BENEFICIARIES

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

24. VOLUNTARY EXECUTION OF AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. EXECUTION OF DOCUMENTS

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

27. SUFFICIENCY OF CONSIDERATION

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

28. WAIVER

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

29. INTERPRETATION

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

30. CAPTIONS

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

31. SEVERANCE

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

32.COMPUTATION OF TIME

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

33. MODIFICATION OF AGREEMENT

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

33. FEDERAL NON-PARTICIPATING ITEMS

A. The parties agree that Improvements added to the Project are only compensable via this FIN if such items are deemed to federal participating as determined in accordance with the CFR.

B. Any items, in the Department's sole discretion and without limitation in accordance with the CFR, deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.

34. ANNUAL APPROPRIATION / FUNDING

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

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

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

B. 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.

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

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

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department

with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2

386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

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SIGNATURES ON FOLLOWING PAGE

Financial Project Id. No.: 437426-1-52-01
Federal Id. No.: D217-040-B
Project Description: Camp Grade Road Bridge Replacement Bridge No.: 334001
Off System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nineteen (19) pages.

Florida Department of Transportation

DocuSigned by:
By: Greg Evans

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Printed Name: Greg Evans

Title: District Two Secretary

Date: 9/30/2020 | 9:58 AM EDT

Attest:

DocuSigned by:
By: Elizabeth Engle

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Printed Name: Elizabeth Engle

Title: Office of the District Two Secretary

Date: 9/30/2020 | 10:22 AM EDT

Legal Review:

DocuSigned by:
By: Melissa Blackwell

Office of the General Counsel
Florida Department of Transportation

Agency: Lafayette County

By: Anthony Adams

Printed Name: Anthony Adams

Title: BCC Chairman

Date: 9/28/20

Attest:

By: Steve Land

Printed Name: Steve Land

Title: Clerk of Court

Date: 9/28/20

Legal Review:

By: Jennette Stedeh

Legal Counsel for Agency

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EXHIBIT "A" (Composite 1)

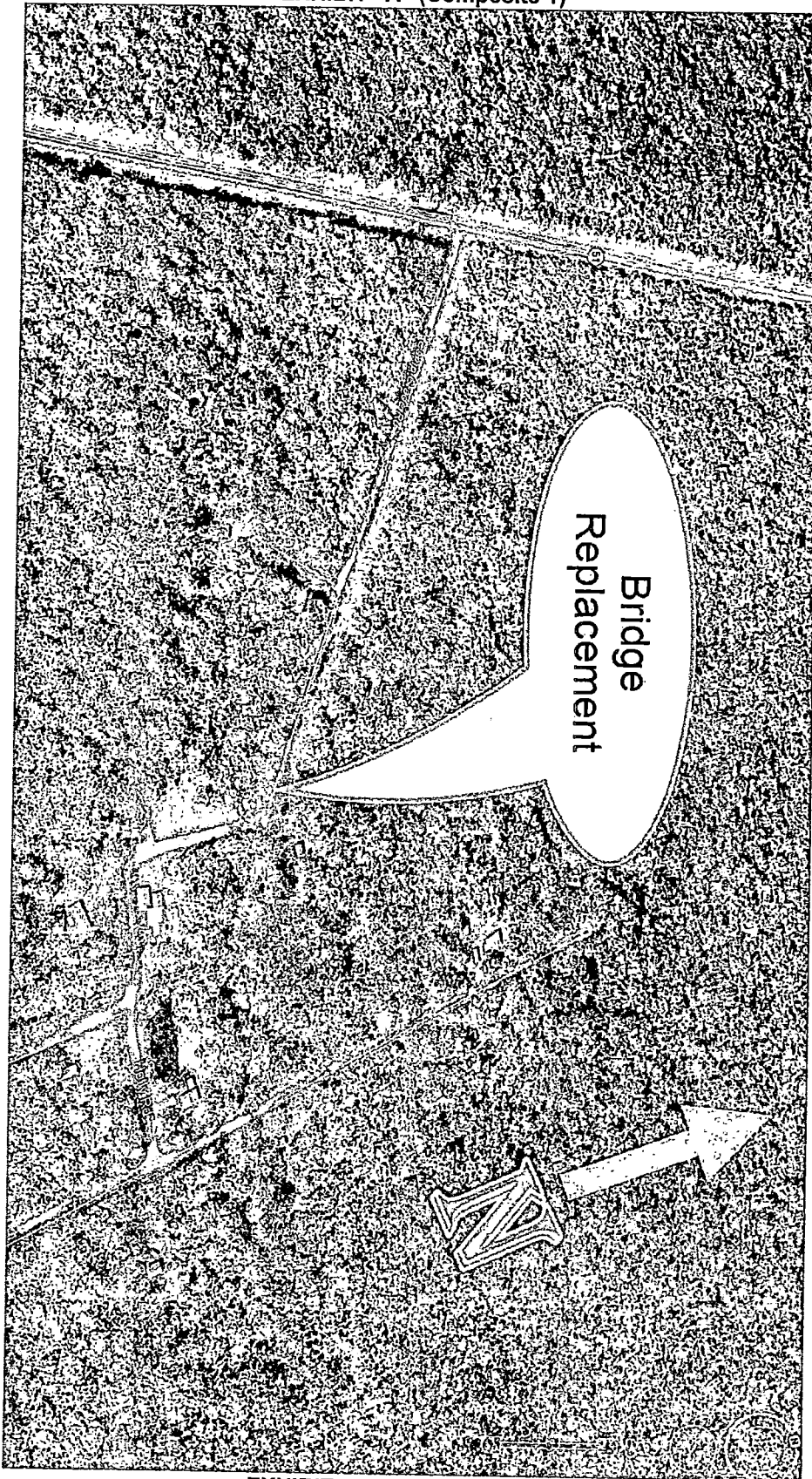


EXHIBIT "A" (Composite A-2)

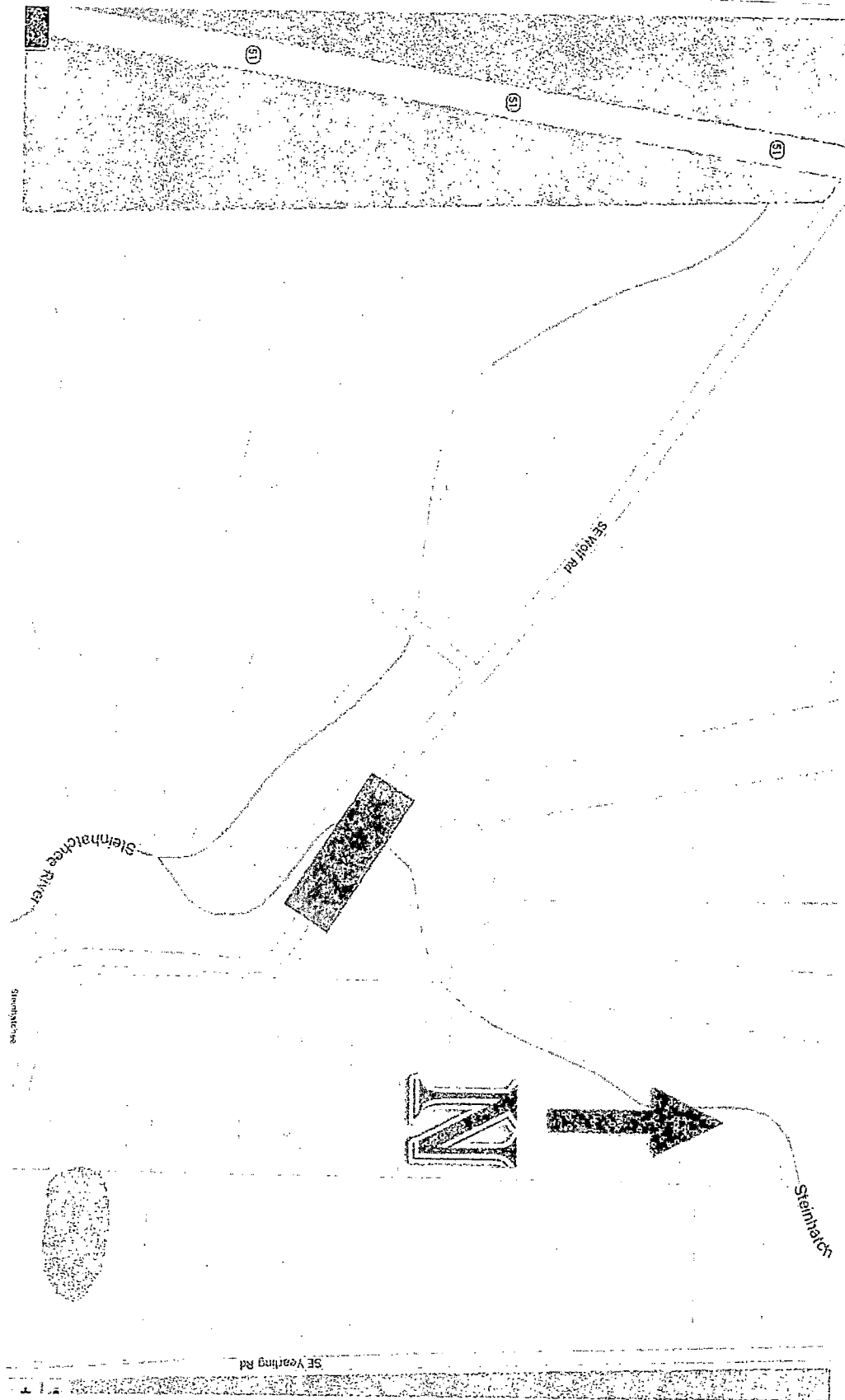


EXHIBIT "B" (Composite B-1)

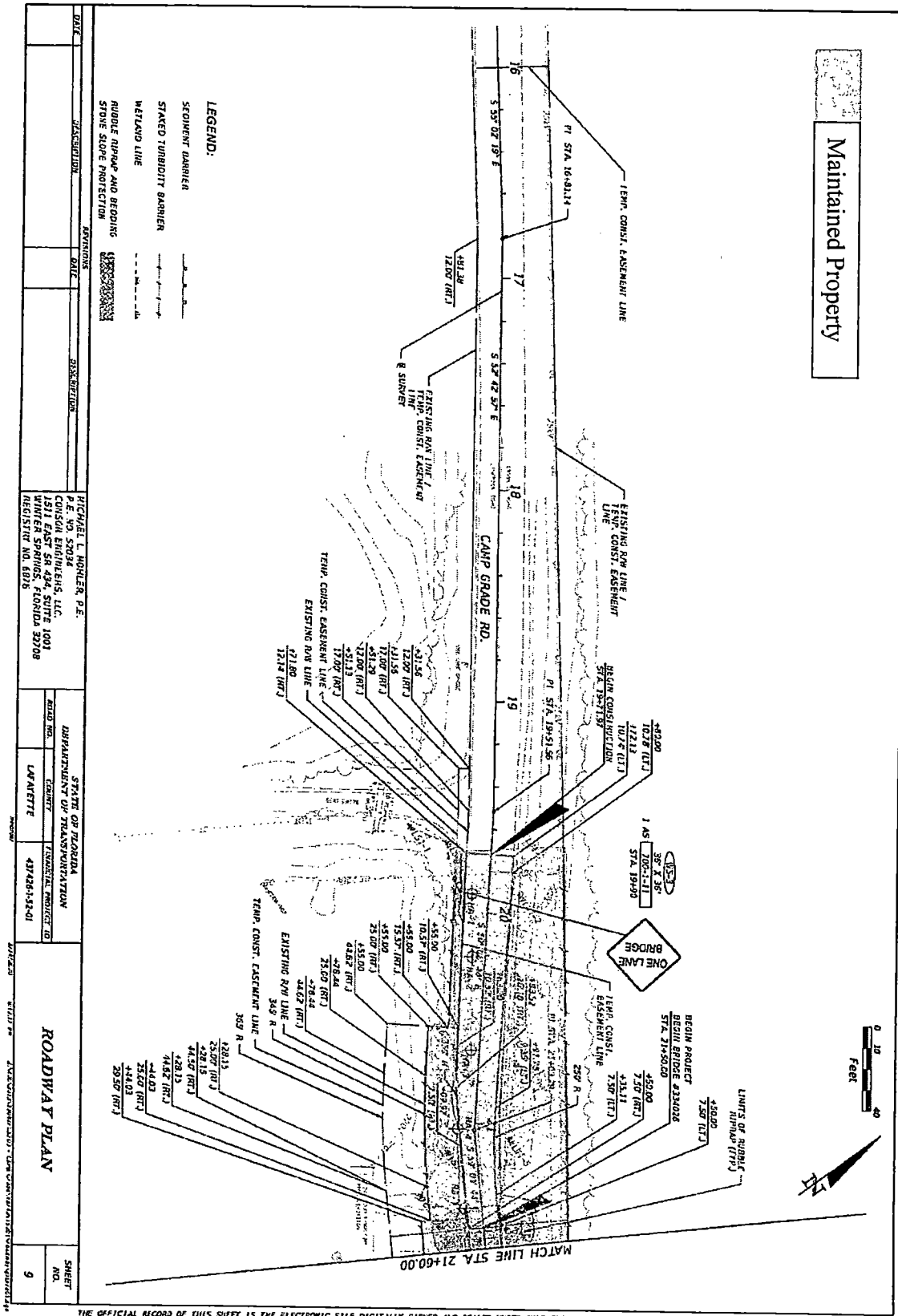
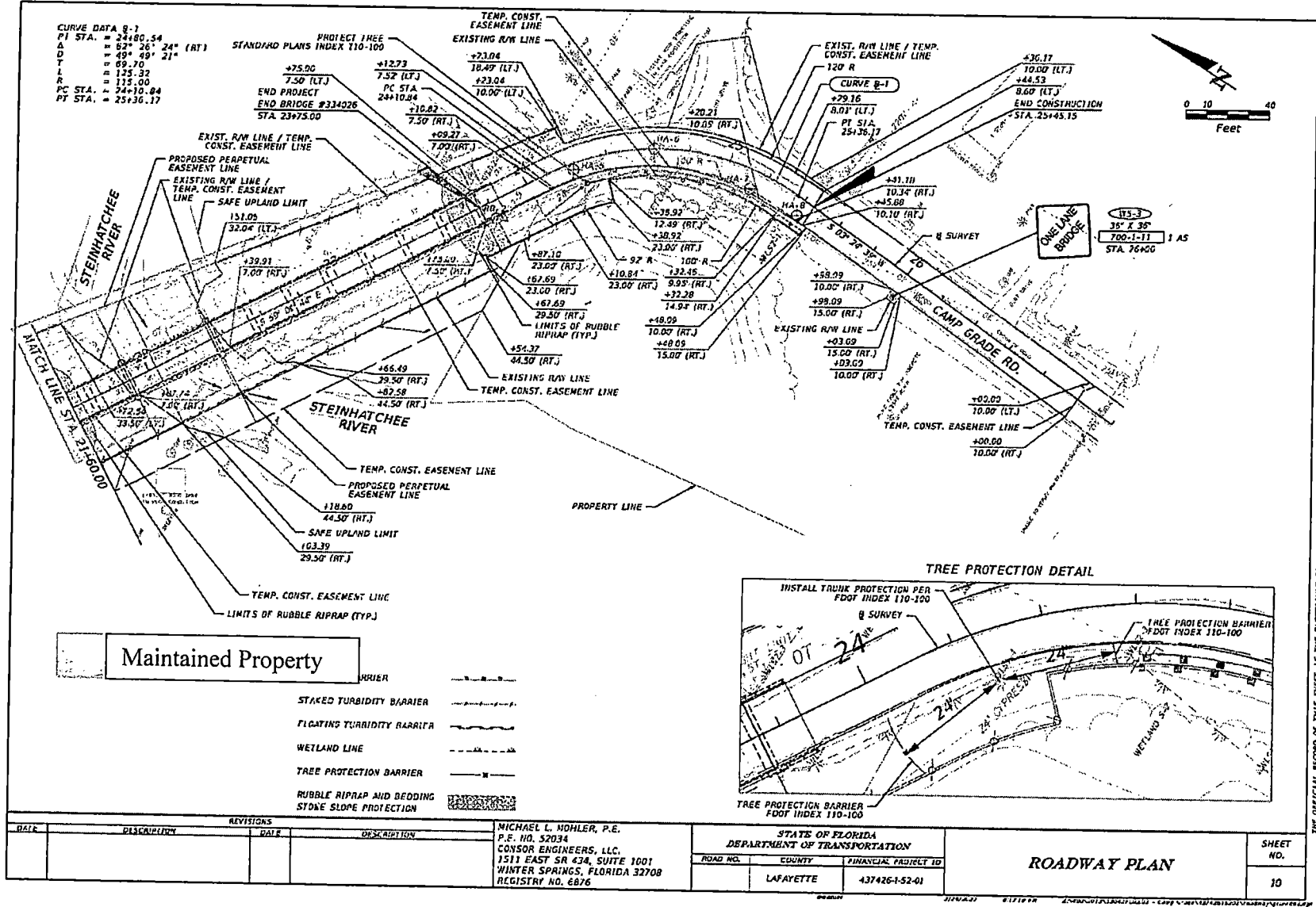


EXHIBIT "B" (Composite B-2)



REVISIONS		DATE	DESCRIPTION	MICHAEL L. MOHLER, P.E. P.E. NO. 52034 CONSOR ENGINEERS, LLC. 1511 EAST SR 434, SUITE 1001 WINTER SPRINGS, FLORIDA 32708 REGISTRY NO. 6876	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO.
DATE	DESCRIPTION				ROAD NO.	COUNTY	
					LAFAYETTE	437426-1-52-01	10

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT "B" (Composite B-3)

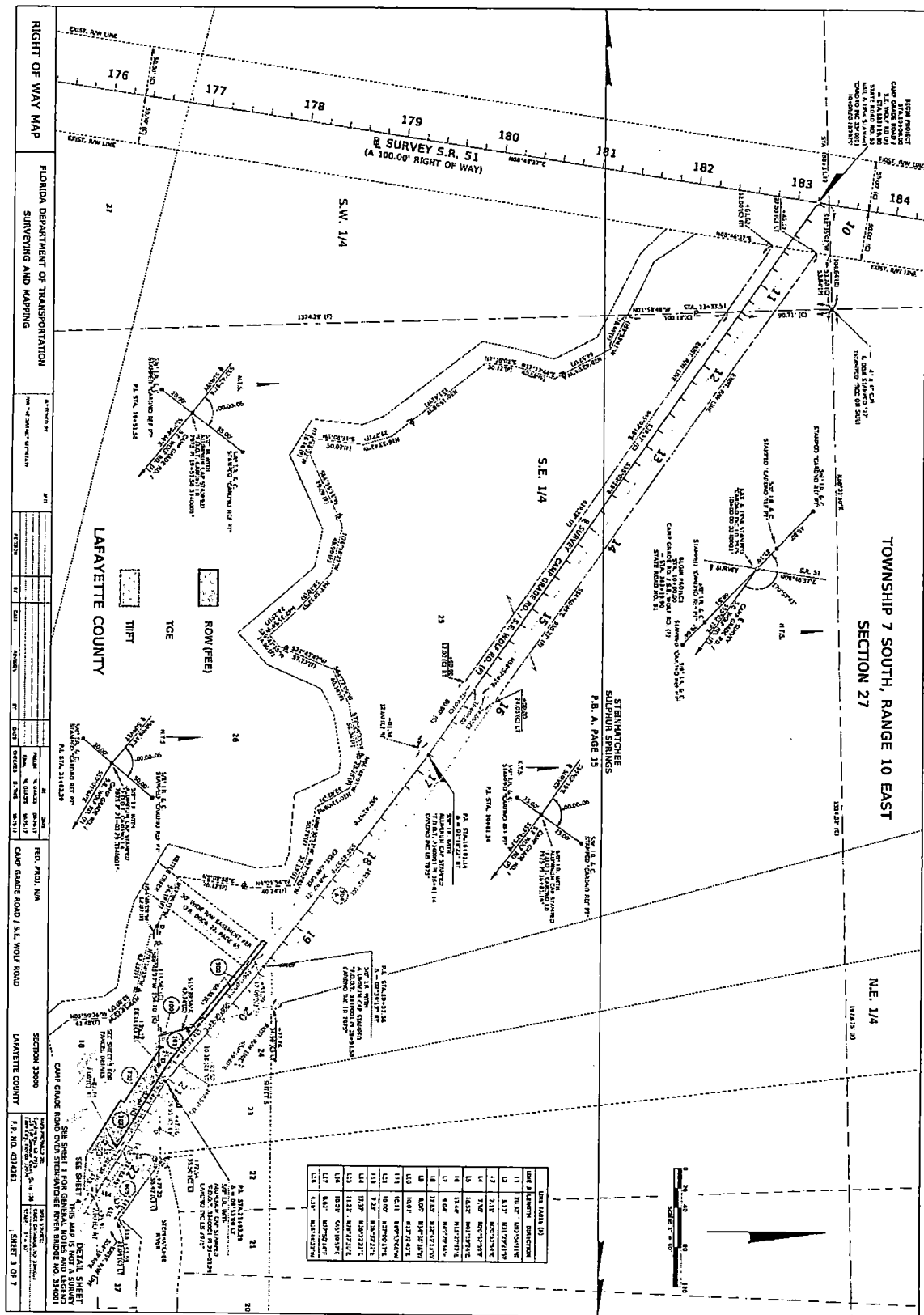
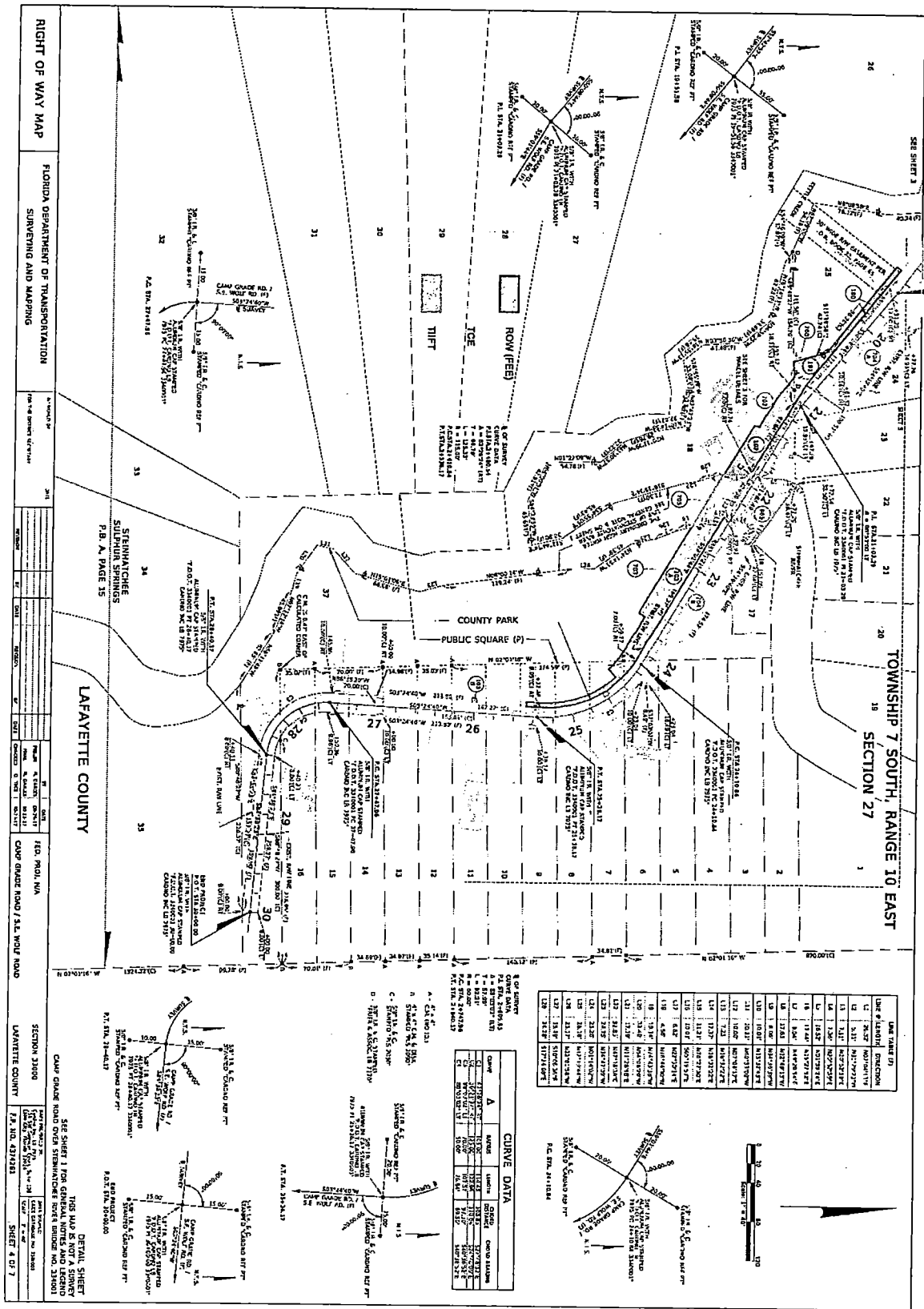


EXHIBIT "B" (Composite B-4)



RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

SECTION	DATE	BY	CHECKED	SCALE
SECTION 2700				

SECTION 2700
LAFAYETTE COUNTY
SHEET 4 OF 7

LINE POINT TO	LINE POINT FROM
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CURVE DATA					
Curve 1	Station	Length	Radius	Chord	Offset
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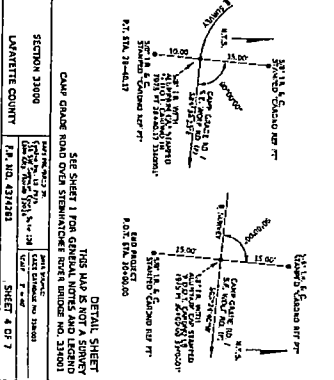
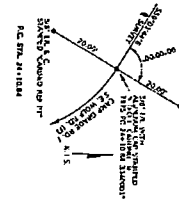


EXHIBIT "B" (Composite B-5)

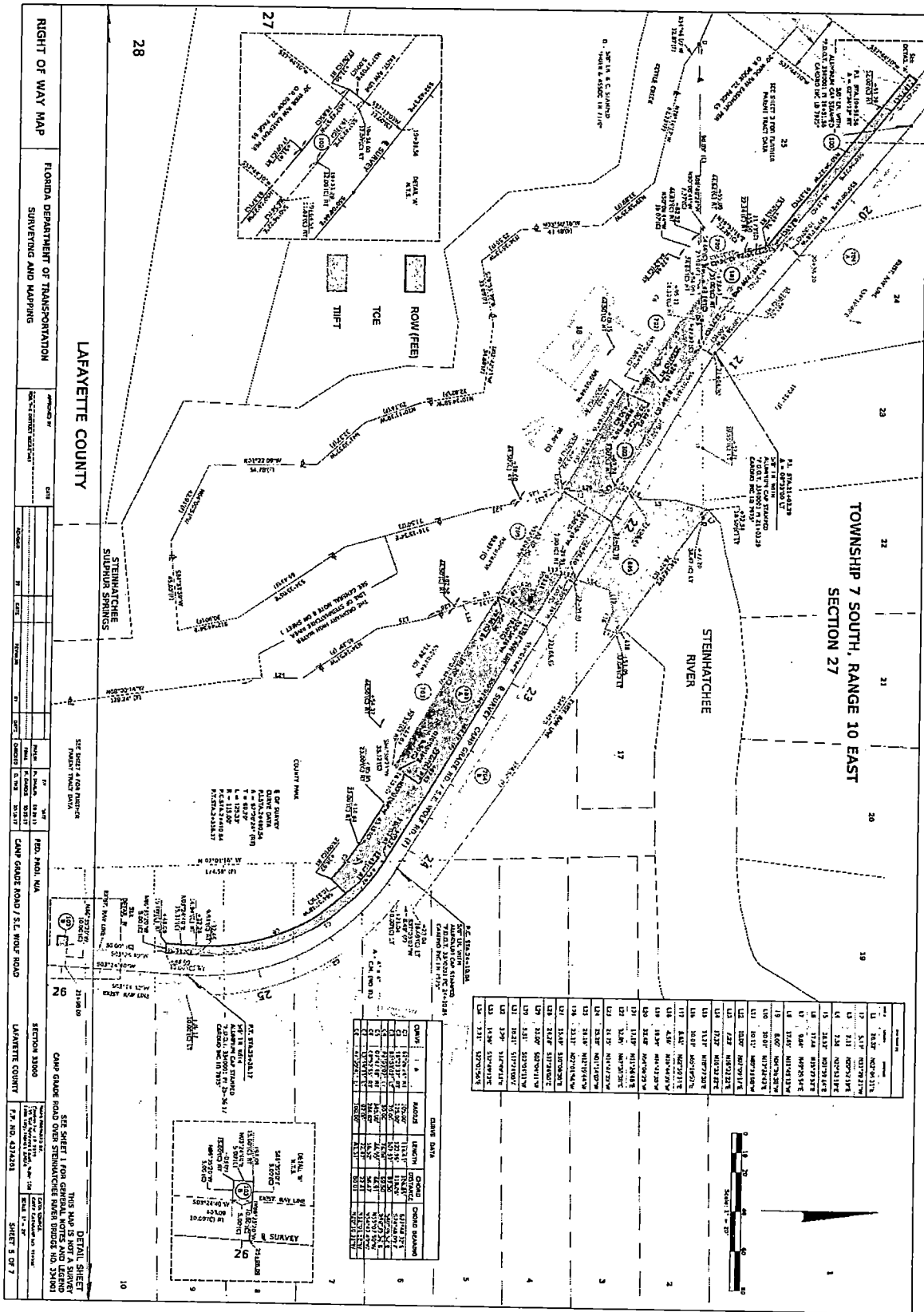


EXHIBIT "B" (Composite B-6)

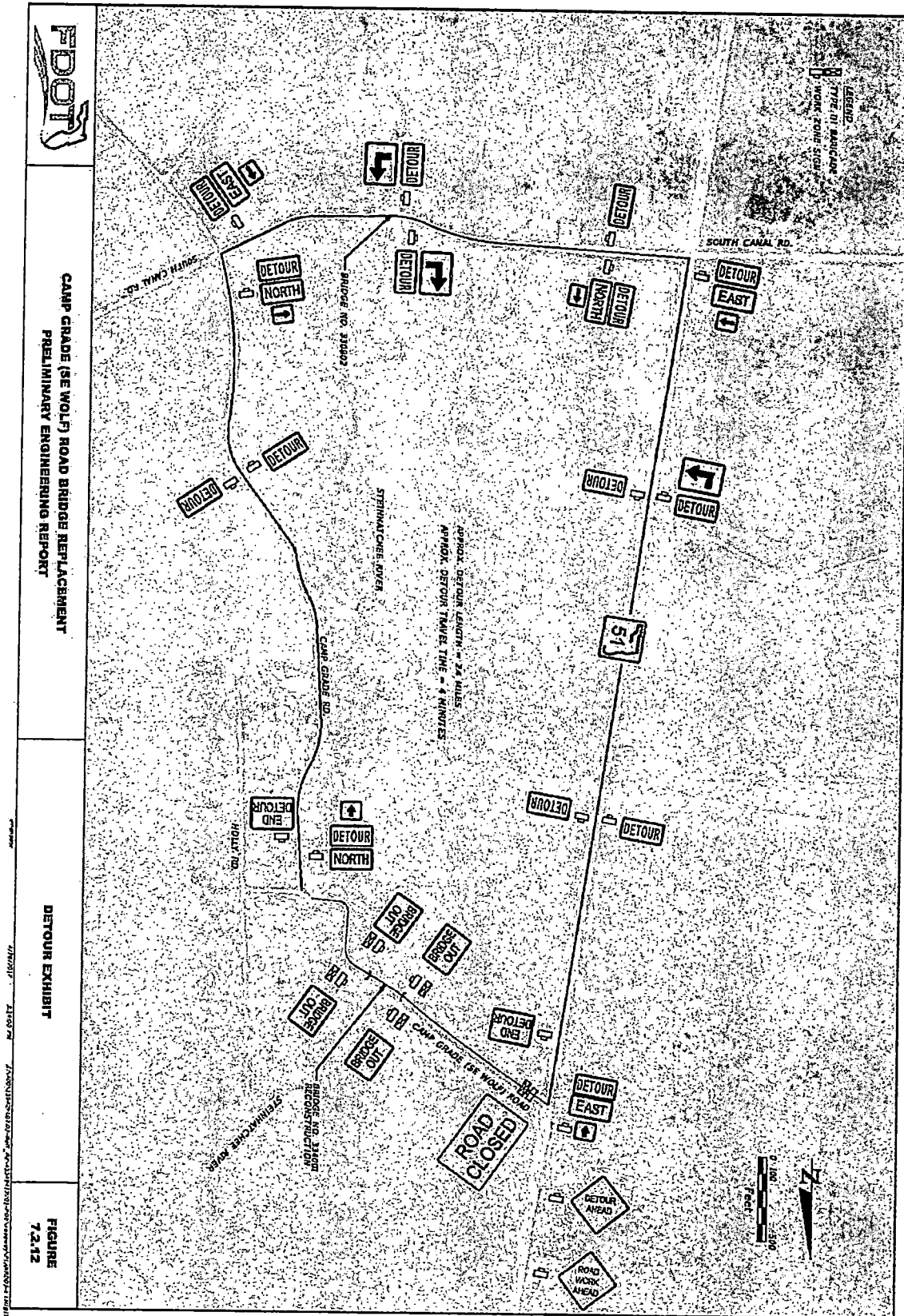


EXHIBIT "C"

RESOLUTION 2016-04-02-3

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA, ENDORSING THE FDOT'S
DELIVERY OF BRIDGE REPLACEMENT AT CAMP GRADE
ROAD/STEINHATCHEE RIVER (NO. 334001) 437426-1-52-01

WHEREAS, the FDOT is scheduled to deliver the Camp Grade Road/Steinhatchee River
federally funded project on behalf of Lafayette County; and

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

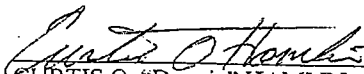
WHEREAS, Lafayette County is neither certified as a Local Agency Program Agency,
nor docs Lafayette County desire to become LAP certified due to lack of staffing and/or other
resource limitations;

NOW, THEREFORE,

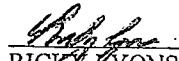
BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
LAFAYETTE COUNTY, FLORIDA, that:

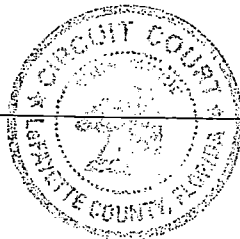
The Board unanimously approves this resolution and endorses the FDOT's delivery of
Bridge Replacement at Camp Grade Road/Steinhatchee River (No. 334001) 437426-1-52-01.

ADOPTED this 25th day of April, 2016.

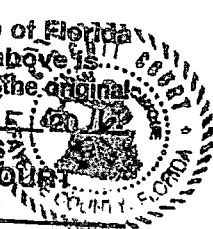

CURTIS O. "Donnie" HAMLIN
Chairman of the Board
Lafayette County, Florida

ATTEST:


RICKY LYONS
Clerk of Court



Lafayette County, State of Florida
I hereby certify the above is
a true and correct copy of the original
This 29th day of April, 2016
RICKY LYONS
CLERK CIRCUIT COURT
By Nannah Owens



FIRST AMENDMENT
TO AGREEMENT NUMBER 067-2020

THIS FIRST AMENDMENT ("Amendment") to AGREEMENT NUMBER 067-2020 is entered into and effective as of October 1, 2020, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ("Subrecipient").

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 067-2020, dated August 11, 2020, ("Contract") wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, "Agreement" shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on August 11, 2020, and ends March 31, 2021.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

- 1. Add a definition for Technical Bulletin as a new Section B.11.

11. "Technical Bulletin" or "TB" means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

- 2. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.


4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 067-2020, by a duly authorized representative, effective on October 1, 2020.

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS


By: 

Name/Title: Anthony Adams / Chairman BCC

Date: 9/28/20

FEIN: 59-6000692

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 10-1-20

Commercial Lease

This Lease, made this November 1, 2020 between the Lafayette County Board of County Commissioners, whose address for notice is Post Office Box 88, Mayo, Florida 32066 (hereinafter called the "LANDLORD") and Patriot Strong, LLC, whose address for notice is 232 SE Industrial Park Circle, Mayo, FL 32066 (hereinafter called the "TENANT").

WITNESSETH:

1. Premises, Term and Rent: The LANDLORD leases to the TENANT the space shown on the attached EXHIBIT "A", located at the Mayo Industrial Park in unincorporated Lafayette County, Florida, (hereinafter called the "PREMISES"), for the term of (2) years from the first day of February, 2020. Rent is one dollar (\$1.00) per square foot of enclosed area (8343 square feet) and twenty-five cents (\$.25) per square foot of open area (16,662 square feet) annually. The total rent per year is \$12,508.50. Rent is payable to the LANDLORD in twelve (12) equal monthly installments of \$1042.38 plus sales tax \$72.97, a total monthly payment equaling **\$1115.35**. Rent shall be due in advance on the first (1st) day of each month and the TENANT shall be subject to the payment of a late fee of fifteen dollars (\$15.00) if the TENANT renders payment of said rent for any particular month after the fifth (5th) day of said month. Possession of the space marked as "A" on exhibit "A" shall be granted on the later of November 1, 2020, or the date of signing the lease. TENANT acknowledges that LANDLORD is providing all space to TENANT is "AS IS" condition and that it shall be TENANT'S responsibility to make said space suitable for his/her intended occupancy and use, in accordance with the provisions herein and at TENANTS sole expense and liability.

2. TENANT'S Covenants: The TENANT agrees:
 - (a) Rent: That the TENANT will pay the said rent, including applicable sales taxes, at the times and in the manner aforesaid, except only in case of fire or other unavoidable casualty as hereinafter provided in paragraph 5 here of.

 - (b) Hazard Insurance: That should the occupancy of the PREMISES by the TENANT cause the present fire and liability insurance rates thereto to be increased, the TENANT shall pay the difference upon the amount of fire and liability insurance now being carried by the LANDLORD on the space leased herein and said difference shall be in addition to the amount of rental specified herein and shall be immediately paid to LANDLORD upon demand therefore. Failure to remit any sums so demanded within fifteen (15) days shall be a material default under the LEASE.

- (c) Collection Costs. That should the LANDLORD be compelled to commence or sustain in a successful action at law to collect said rent or parts thereof or to dispossess the TENANT or to recover the premises, the TENANT shall pay all costs in connection therewith, including a reasonable fee for the attorney of the LANDLORD, including any appeals.
- (d) Tenant to Provide Utilities. That the TENANT will be responsible to make its own arrangements for the provision of all utilities and refuse collection and associated services, including installation costs and charges, and to pay the rates or charges which may become payable during the continuance of this lease for gas, electricity, sewer, water, garbage, dumpster, security lighting, telephone or any other utility equipment or service. TENANT shall be particularly responsible and expressly liable to LANDLORD for the proper disposal of all fuels, oils, paints, lacquers, solvents or any other hazardous material of any nature used in conjunction with TENANT'S business.
- (e) Repairs. That the TENANT will keep all and singular the said building and the Premises, including the plumbing, air conditioning and heating equipment, if any, in such repair as the same are at the commencement of the term hereof or may be put in during the continuance of said term, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted. Repairs needed to prevent other damage, or conditions that affect appearance, shall be accomplished without delay. The LANDLORD reserves the right to make such repairs and to charge the TENANT for all costs. Such costs shall be treated as additional rent with same remedies for collection. LANDLORD shall only maintain the roof and exterior walls, not including exterior openings, windows, doors, soffits, fascias or gutters.
- (f) Damage. That the TENANT will not injure, overload, or deface or suffer to be injured, overloaded, or deface the Premises or any part thereof. Further, that the TENANT will bear the cost of restoring/repairing same in the event of default of this covenant.
- (g) Indemnity. That the TENANT will save harmless and indemnify the LANDLORD from and against any and all loss, liability, or expense that may be incurred by reason of any accident, machinery, hatchways, gas or water or other pipes, or from any damage, neglect, or misadventure arising from or in any way growing out of the use, misuse, or abuse of the city water, or from the bursting of any pipes, or from any neglect in the use of manholes and covers, or from any other liability associated with equipment, fixtures, land or from the use, misuse or disposal of any fuel, oil, paint, lacquer, solvent or hazardous material of any nature, or from the failure to comply

with the provisions of Paragraph 2(h) below. This clause shall survive the termination, for any reason, of this LEASE.

- (h) Use of Premises. That the TENANT will not make or suffer any unlawful, improper, or offensive use of the Premises, or any use of occupancy contrary to any law of the said state or any ordinance or regulation of the said city now or hereafter made, or which shall be liable to endanger or affect any insurance on the said building. TENANT shall only offer items which are manufactured on the site for retail sale from the site. TENANT shall not retail any item not manufactured on the premises.
- (i) Alterations. That the TENANT will not make any alterations or additions in or to the Premises without the written consent of the LANDLORD, or suffer any holes to be made or drilled in the outside stone or brick work, or suffer any signs to be placed upon the buildings except such as the LANDLORD shall in writing approve. LANDLORD acknowledges the premises require repairs and modifications to make same suitable for occupancy and hereby grants TENANT permission to make such repairs and modifications as TENANT seems necessary to render the Premises suitable for TENANT'S purposes, provided no structural supports are altered or removed. All such repairs and modifications shall be made at TENANT'S sole liability by licensed contractors in accordance with proper building and safety codes, and with all appropriate permits obtained and inspections performed. In the event any materialman's or mechanic's lien is levied against the PREMISES in conjunction with work performed thereon by TENANT, failure to remove said lien and provide written proof thereof to LANDLORD within 15 days of receipt of notice of said lien shall be a material breach of this LEASE and cause for immediate termination hereof.
- (j) Assignments/Subletting. That the TENANT will not assign, sublet, or part with the possession of the whole or part of the Premises without first obtaining the written consent of the LANDLORD, which shall not be unreasonably withheld.
- (k) Access by LANDLORD. That the LANDLORD at all reasonable times may enter to view the Premises and make repairs which LANDLORD may see fit to make, or to show the Premises to persons who may wish to lease or buy, and that during the three (3) months next preceding the expiration of the term hereof, the TENANT will permit the LANDLORD to place and keep upon the front of the buildings a notice that the Premises are for rent.
- (l) Possession at End of Term. That, subject to Paragraph 12 hereof, at the expiration of the term hereof, the TENANT will peaceably yield up to the LANDLORD the Premises and all erections and additions made upon the same in good repair in all respects,

reasonable use and wear and damage by fire and other unavoidable casualties expected, as the same now are or may be put in by the LANDLORD or TENANT.

- (m) Property Risk. That all property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the TENANT, and that the LANDLORD shall not be liable to the TENANT or any other person for any injury, loss, or damage to property or to any person on the Premises.
 - (n) Waiver. That no assent, express or implied, by the LANDLORD to any breach of any of the TENANT'S covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.
 - (o) Representations. That the LANDLORD or the LANDLORD'S agents have made no representations or promises with respect to the said buildings or the Premises as a whole except as herein expressly set forth.
 - (p) Binding Agreement. This Agreement shall be binding upon the heirs, successors or assigns of either party.
3. Landlord's Covenant for Quiet Enjoyment. The LANDLORD covenants that the TENANT shall peaceably enjoy the Premises.
4. Terminate for Breach of Bankruptcy. If the TENANT or assigns shall neglect or fail to perform and observe any covenant which on the TENANT'S part is to be performed, or if its leasehold estate shall be taken on execution, or if the TENANT shall be declared bankrupt or insolvent according to law or shall make assignment of the benefit of its creditors, then the LANDLORD may, immediately or at any time thereafter, and without notice or demand, enter into and upon the Premises or any part thereof and repossess the same as of their former estate and expel the TENANT or those claiming under it and remove its/their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon this Lease shall terminate, but without prejudice to any remedies which might otherwise be use be the LANDLORD for arrears of rent or any breach of the TENANT'S covenants.
5. Termination of Lease or Suspension of Rent in Case of Fire. In case the premises or any part thereof shall at any time during the term hereof be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, such that the premises cannot be rebuilt or restored by the LANDLORD within sixty (60) days thereafter, then this Lease shall terminate, but if the Premises can be rebuilt or restored within sixty (60) days, the LANDLORD will at its own expense and with due diligence so

rebuild or restore the Premises. Rent shall abate or be adjusted commensurate with the TENANT'S ability to use the Premises during said period.

6. **Condemnation.** In case the whole or any substantial part of the Premises shall be taken by the said city or the said state or any other public authority for any public use ("substantial" shall mean that so much of the Premises is taken that the TENANT cannot operate its business on a similar scale as prior to the taking, i.e. the taking causes genuine hardship to the conduct of the TENANT'S business), then the TENANT may elect to terminate this Lease from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, property apportioned, shall be paid up to the time of such termination; and the TENANT (whether it elects that this Lease shall so terminate or not) shall not claim or be entitled to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of the LANDLORD'S covenant for quiet enjoyment hereinbefore contained; provided that, if the TENANT shall not so elect that this Lease shall terminate, the obligations and liabilities of the TENANT shall continue in all respects notwithstanding such taking for public use.
7. **Security and Performance.** In lieu of a Security Deposit, the TENANT agrees to improve the property so it is suitable for TENANT'S intended use. All improvements to the PREMISES by TENANT shall become LANDLORD'S property upon the termination hereof for any reason.
8. **Rules and Regulations.** The TENANT and the TENANT'S servants, employees, agents, visitors, and licenses shall observe faithfully, and comply strictly with, the Rules and Regulations governing the Premises as issued by the LANDLORD, as well as such other and further reasonable rules and regulations as the LANDLORD or the LANDLORD'S agents may from time to time adopt. Notice of any additional rules and regulations shall be given in such reasonable manner as the LANDLORD may elect or establish.
9. **Locks.** The TENANT, at the TENANT'S expense, shall have the right to replace or "re-key" all locks to all doors of the Premises, provided that the LANDLORD is concurrently given master keys and keys to each such door, and provided that adjacent tenant is simultaneously provided with any keys to doors accessing the COMMON AREA rooms from their premises.
10. **Personal Property and Fixtures:** All personal property and fixtures on the Premises which belong to LANDLORD, if any, are hereby included under the terms of this Lease. Repairs or maintenance required to same shall be the responsibility of the TENANT. This shall specifically include routine maintenance of fire extinguishers or other fire detection or suppression equipment, if any are located upon the PREMISES at the

commencement hereof. TENANT shall provide and properly maintain any fire detection or suppression equipment required by the appropriate county or city fire marshal should an inspection by said official result in a requirement for installation of such equipment, or if appropriate building or safety codes require such equipment.

11. Captions and Interpretations. Captions are acknowledged for convenience only and have no bearing on the terms, duties, obligations, etc., expressed herein. In any case, this Lease shall be interpreted only by reference to its full written provisions. Void and unenforceable provisions shall be treated as severable and shall not affect the remainder of this Lease.
12. Option to Renew. The TENANT may renew this Lease for three terms of two (2) years on the following conditions:
 - a. Notice shall be given not less than one hundred twenty (120) days prior to the end of the term hereof nor more than one hundred eighty (180) days prior to the end of the term hereof.
 - b. All other terms and conditions of this Lease shall remain unchanged, except that all reference to the "term" hereof shall be considered to refer to the "renewal term" hereof.
13. Disclaimer of Liens. The LANDLORD'S interest herein and in the Premises shall not be subject to liens for improvements made by the TENANT to the Premises.
14. Short Form to be Recorded. A short form version or a notice of this Lease may be recorded at any time. Each party agrees to promptly execute such a short form or notice if so requested by the other party.
15. Subordination. This Lease shall be subordinate to any voluntary liens placed on the Premises by the LANDLORD. The TENANT agrees to sign any documents necessary to indicate or subordinate this Lease to any such lien.
16. All TENANT improvements, including doors, wiring, lighting and other fixtures or equipment shall become the property of LANDLORD upon the termination hereof.
17. In the event the adjacent space (Additional Premises I) shown in yellow on Exhibit "A" becomes vacant, LANDLORD hereby grants TENANT the OPTION TO RENT said space (only in its' entirety) for the sum of _____ per square foot per year, plus any

applicable sales taxes, during the initial term hereof, with the above amount adjusted from _____ to the fourth month preceding the exercise of the Option, in accordance with the index specified in Paragraph 12(b), if the Option is exercised during a renewal term. For the purposes of rent calculation, the square footage shall be measured from outside walls to midpoint of interior common walls, and shall include the COMMON AREA. In the event said Additional Premises I are leased, they shall be added to the lease as if included at its inception subject to all terms and conditions thereof, except the amount of rent to be paid.

18. Additional Terms and Conditions

- a. Parking for commercial vehicles, employees' and costumers' vehicles shall be allowed within the confines of the Industrial Park.
- b. Access to the site shall be through any gate with access on an everyday basis through the eastern-most gate, which is sited on SE Industrial Park Circle (approximately 400 feet from the eastern property line).
- c. All permanent improvements made by the TENANTS on the premises and approved by the LANDLORD prior to the permanent improvements being made shall be credited towards future rent up to the amount of all future rent of the lease, but may not exceed the amounts to be paid for future rent under this lease unless an exception is made in writing.

IN WITNESS WHEREOF, the parties hereto have caused their authorization representatives to sign this Lease on their behalf on the date(s) herein below give.

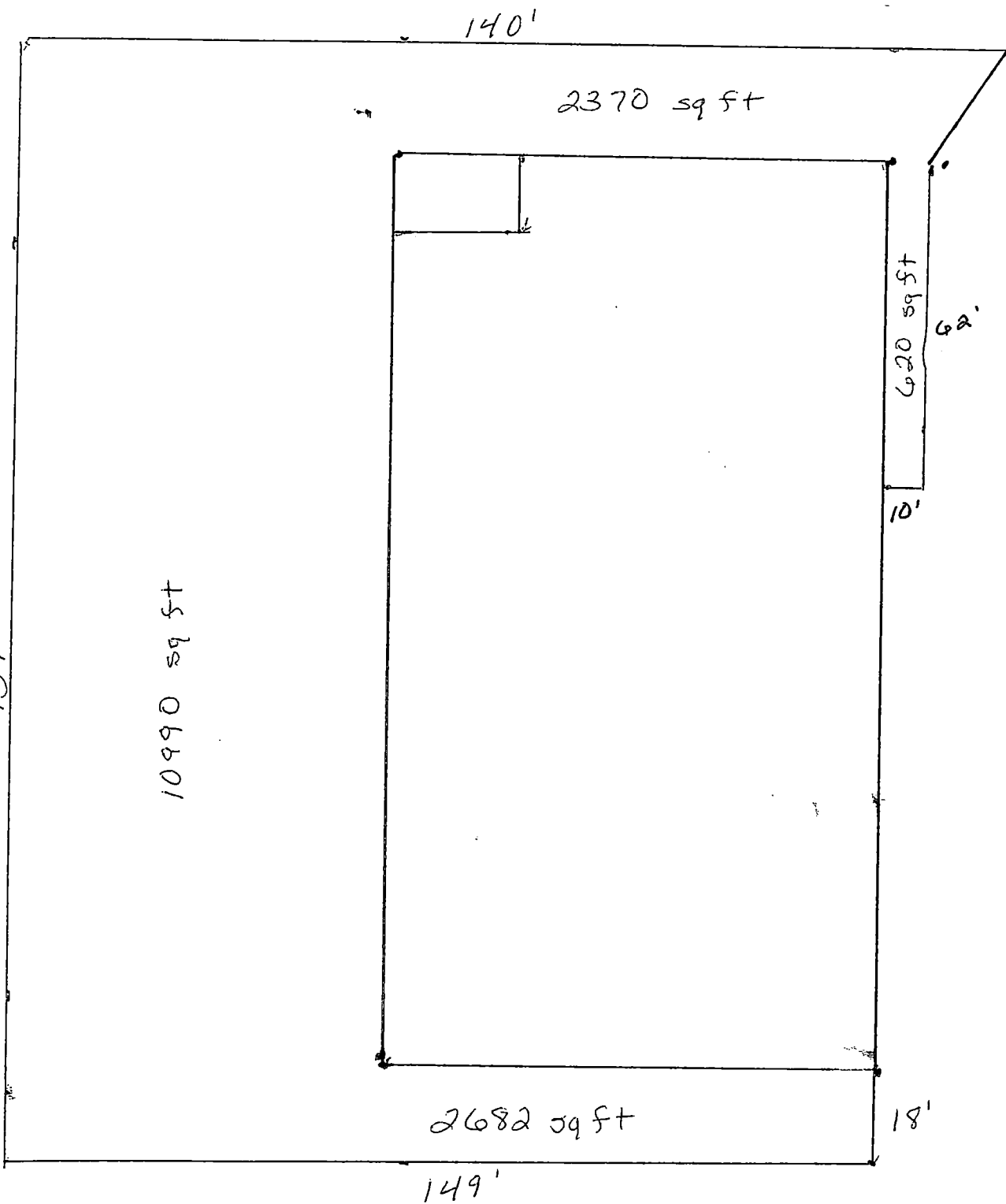
TENANT:

By: Chetan Variseth

Date: 10 Oct 20

Patriot Strong Lease

BK 43 PAGE 247



Total Outside Area - 16,662

Building - 8343

CARES ACT SUBRECIPIENT AGREEMENT BETWEEN LAFAYETTE COUNTY AND THE LAFAYETTE COUNTY SCHOOL DISTRICT

1. Subrecipient name (which must match the registered name in DUNS): **Lafayette County School District**
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): **084179415**
3. Federal Award Identification Number (FAIN): **21.019 Coronavirus Relief Fund**
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): **March 1, 2020**
5. Subaward Period of Performance:
 Effective Date: **March 1, 2020**
 Termination Date: **December 30, 2020**
6. Amount of Federal Funds Obligated by this action: **\$94,200**
7. Total Amount of Federal Funds Obligated to the Subrecipient: **\$1,469,576.00**
8. Total Amount of the Federal Award Subject to this Agreement: **\$94,200**

Tier	Request Description	Approved Amount
	After school program for Lafayette Elementary School	\$31,200
	Bottled water	\$9,000
	Additional substitute needed; teachers, custodians, bus drivers, food service, maintenance, etc.	\$20,000
	Additional cleaning supplies/disinfectant	\$16,000
	Lunch-room monitors	\$18,000

9. Federal award project description: **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020 to December 30, 2020.**
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – United States Department of the Treasury
 Pass Through Entity – State of Florida, Division of Emergency Management

Pass Through Entity - **Lafayette County, Florida**

Contact Information for Awarding Official of Pass-Through Entity- **Anthony Adams, Chairman**

11. CFDA Number and Name: **21.019 Coronavirus Relief Fund: Note: funding is considered "Other Financial Assistance".**

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**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN LAFAYETTE COUNTY AND
THE LAFAYETTE COUNTY SCHOOL DISTRICT**

THIS CARES ACT SUBRECIPIENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between **LAFAYETTE COUNTY**, a political subdivision of the State of Florida, whose primary address is **120 West Main Street Mayo, Florida 32066** (hereinafter referred to as the "County") and the **Lafayette County School District**, whose address is **363 NE Crawford St. Mayo, Florida 32066** (hereinafter referred to as "Subrecipient"), to provide for the sub-award of financial assistance to Subrecipient made available through CARES Act Funding Agreement No. 062320 between the County and the State of Florida Division of Emergency Management (hereinafter referred to as "FDEM"). Collectively, the County and the Subrecipient shall be referred to as "Parties" or individually as a "Party."

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the "CARES Act") to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the "Coronavirus Relief Fund" and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about June 22, 2020 the County and FDEM entered into FDEM CARES Act Funding Agreement No. 062320 providing Coronavirus Relief Funds to the County either directly or on a reimbursement basis and pursuant to which the County may

provide for the sub-award of such funds to eligible subrecipients, including Subrecipient; and

WHEREAS, the County anticipates entering into one or more future amendments and/or agreements with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, the purpose of this Agreement is to provide for a sub-award of financial assistance obtained by County under FDEM CARES Act Funding Agreement No. 062320 to Subrecipient on a reimbursement basis to assist Subrecipient with funding such necessary expenses incurred due to the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived from, the County and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

In performing under this Agreement, the Subrecipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. 062320, attached hereto as **Attachment A**, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements") (hereinafter the "FDEM Agreement"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, the Subrecipient Expenditure Plan attached hereto as **Attachment B** (hereinafter the "SEP"), and all other applicable federal, state, and local laws, rules, regulations, and guidance.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until December 30, 2020 (the "Termination Date") unless terminated earlier in accordance with Section 9 hereof, except that the provisions contained within Sections 7, 8, 10, 11, 13, and 25 shall survive the termination of this Agreement.

B. The Subrecipient shall be eligible for reimbursement for costs (as defined in Sections 4 and 5 hereof) incurred in furtherance of the implementation of the SEP and

the projects and/or activities described therein from the period commencing March 1, 2020, through the Termination Date (the "Covered Period").

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. ELIGIBLE COSTS; COST REIMBURSEMENT; SUPPORTING DOCUMENTATION.

A. Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient \$94,200 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SEP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SEP.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SEP as such costs are incurred. Eligible and allowable costs are defined as costs that:

1. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;
2. were not accounted for in the Subrecipient's budget most recently approved as of March 27, 2020;
3. were incurred during the Covered Period;
4. are described in the SEP; and
5. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreement, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

C. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before November 30, 2020, and a final payment request should be submitted to the County no later than such date to ensure the County and FDEM have adequate time to process the request. For a cost to have been considered "incurred," performance or delivery must occur during the Covered Period but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred

for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.

D. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in **Attachment C, Supporting Documentation Requirements**. Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County.

E. Accounting. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

F. Duplication of Benefit. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.

SECTION 5. PROCESSING OF REIMBURSEMENT REQUESTS.

A. No more frequently than once every month, the Subrecipient may request reimbursement from the County for costs incurred under this Agreement for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the remit such funds to the Subrecipient.

SECTION 6. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the County's actual receipt of applicable funding from FDEM. Authorization for continuation and completion of the projects and/or activities described in the SEP and payment associated therewith may be rescinded by the County at its discretion, upon proper notice to Subrecipient, if the funding from FDEP contemplated under this Agreement is reduced or eliminated.

SECTION 7. REPORTING REQUIREMENTS.

A. Financial and Performance Reports. On or before November 30, 2020, Subrecipient shall submit financial and performance reports related to this Agreement and Subrecipient's implementation of the projects and/or activities described in the SEP on forms provided by the County and made available through the CARES Portal.

B.

C. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the County must comply with the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the County in providing the information necessary, over the life of this Agreement, for the County to comply with its reporting obligations under FFATA.

D. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 8. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement or Subrecipient's performance of the projects and/or activities contemplated in the SEP. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 9. DEFAULT ; TERMINATION ; FORCE MAJEURE.

A. Termination for Cause.

1. By County. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SEP, or in any application materials for funding submitted to the County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

2. By Subrecipient. Subrecipient may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination and shall provide the County an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Termination due to Unavailability of Funds. In the event the FDEM Agreements are terminated by FDEM or the funding contemplated under the FDEM Agreements is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Subrecipient.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the County

agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 23 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the County, provided that for purposes of this Agreement, COVID-19 and all events and occurrences related to same shall not be considered a force majeure event. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination.

SECTION 10. REMEDIES; FINANCIAL CONSEQUENCES.

A.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

3. Wholly or partly suspend or terminate this Agreement.

5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Coronavirus Relief Fund.

6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by the Subrecipient to the date repayment is made by the Subrecipient to the County.

7. Take any other remedy that may be available to the County at law or equity.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. CARES Act-Specific Remedies for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to any CARES Act-specific remedies for noncompliance outlined in the CARES Act and any implementing laws, rules, regulations, and guidance.

D. State and Federal Clawbacks. In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Subrecipient pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Subrecipient (Lafayette County School Board) shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties or pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 10 are separate and apart from the indemnification provisions set forth in Section 8 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 11. AUDITS; MONITORING.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards

expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of FDEM, the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's imposition of remedies as provided in Section 9 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County and/or FDEM; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County and/or FDEM. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County and/or FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or FDEM.

SECTION 12. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

B.

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps

to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;
5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).
7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

E. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section

202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

F.

G. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the County and FDEM. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

H. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subawards entered into under this Agreement.

SECTION 13. CLOSEOUT.

A. The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) days after the Termination Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

1. The right of the County or FDEM to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) days after the Termination Date.

SECTION 14. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 15. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 16. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 17. This Section shall not preclude routine communication by the Parties by other means.

SECTION 17. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County
Keesha Fundora
Finance Director
Lafayette County
386-294-1600
120 W. Main St.
Mayo, FL 32066

BK 43 PAGE 266

Subrecipient
Robert Edwards
Superintendent
Lafayette County School Board
386-294-1351
363 NE Crawford St.
Mayo, FL 32066

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 16 hereof.

SECTION 18. REAL PROPERTY; EQUIPMENT.

A. If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by FDEM and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

B. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by FDEM and/or the Department of the Treasury.

SECTION 19. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 20. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 21. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

SECTION 22. PHYSICAL ACCESS AND INSPECTION.

As applicable, County and FDEM agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed under this Agreement.

SECTION 23. AMENDMENTS.

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

SECTION 24. PERMITS.

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

SECTION 25. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (386) 294-1600, BY WEBSITE LINK AT <https://www.lafayetteclerk.com/contact-us/>, OR AT THE MAILING ADDRESS BELOW:**

**P.O. Box 88
Mayo, Florida 32066**

**Physical Address: 120 West Main Street
Mayo, FL 32066**

E. The Subrecipient acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subawarded or subcontracted, the Subrecipient shall

similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.

F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 26. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this

applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Lafayette County, Florida.

[THE REMAINDER OF THIS PAGE LEFT BLANK]

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

LAFAYETTE COUNTY

SUBRECIPIENT

By: [Signature]

By: [Signature]

Anthony Adams Chairman
Print Name and Title

Robert Edwards Superintendent
Print Name and Title

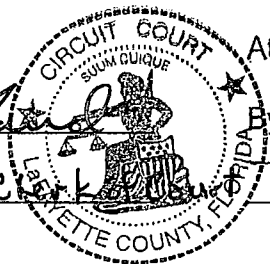
Date: 9/28/20

Date: 11 Sep 2020

Attest:

Attest:

By: [Signature]
Steve Land Clerk
Print Name and Title



By: [Signature]
Tammi Maund Director of Finance
Print Name and Title

RESOLUTION NO. 2020-08-04

STATE OF EMERGENCY EXTENSION #24

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

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

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning August 27, 2020 thru September 3, 2020, unless cancelled before that time.

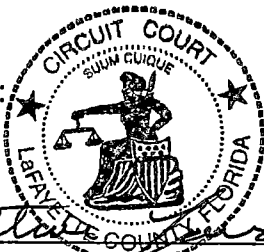
ENACTED this 27th day of August, 2020 effective from August 27, 2020 until September 3, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:





Steve Land, Clerk

RESOLUTION NO. 2020-09-01

STATE OF EMERGENCY EXTENSION #25

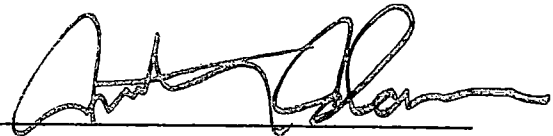
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

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

WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 3, 2020 thru September 10, 2020, unless cancelled before that time.

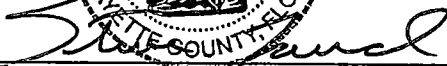
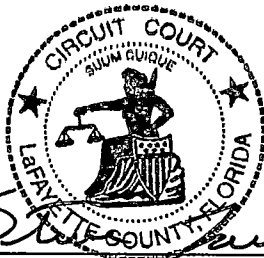
ENACTED this 3rd day of September, 2020 effective from September 3, 2020 until September 10, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest:



Steve Land, Clerk

RESOLUTION NO. 2020-09-02

STATE OF EMERGENCY EXTENSION #26


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

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

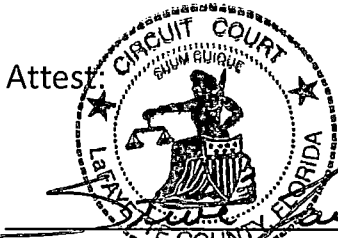
WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 10, 2020 thru September 17, 2020, unless cancelled before that time.

ENACTED this 10th day of September, 2020 effective from September 10, 2020 until September 17, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman





Steve Land, Clerk

RESOLUTION NO. 2020-09-03

STATE OF EMERGENCY EXTENSION #27

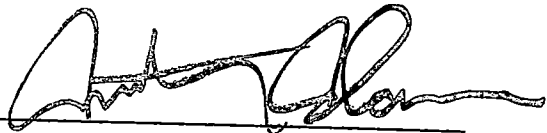
WHEREAS, COVID-19 continues to be a threat to the public health of Lafayette County residents, workers, and visitors; and

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

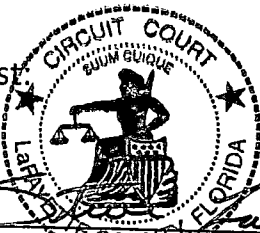
WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 17, 2020 thru September 24, 2020, unless cancelled before that time.

ENACTED this 17th day of September, 2020 effective from September 17, 2020 until September 24, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA



Anthony Adams, Chairman

Attest: 

Steve Land, Clerk

RESOLUTION NO. 2020-09-04

STATE OF EMERGENCY EXTENSION #28


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

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

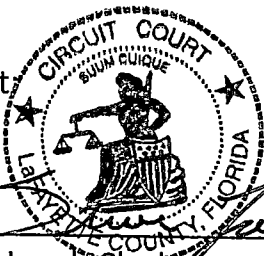
WHEREAS, on March 19, 2020, the Lafayette County Board of County Commissioners declared a State of Emergency and approved extensions for additional seven day periods on the approval of the Chairman of the Board of County Commissioners, I hereby extend the current State of Emergency for an additional seven day period beginning September 24, 2020 thru October 1, 2020, unless cancelled before that time.


ENACTED this 24th day of September, 2020 effective from September 24, 2020 until October 1, 2020.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA


Anthony Adams, Chairman

Attest




Steve Land, Clerk

Check History Report
Sorted By Check Number
Activity From: 9/28/2020 to 9/28/2020

BK 43 PAGE 276

Lafayette County (GNF)

Bank Code: A General Fund							
Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type		
062102	9/28/2020	DMH	Doctors' Memorial Hospital	1,552.80	Auto		
062103	9/28/2020	FCPA	FCPA	600.00	Auto		
062104	9/28/2020	FFB	First Federal Bank of Florida	799.57	Auto		
062105	9/28/2020	PR	Preble-Rish\Dewberry Engineers Inc	34,430.00	Auto		
062106	9/28/2020	QMC	Quick Med Claims	712.50	Auto		
062107	9/28/2020	ATIS	ATIS Elevator Inspections LLC	130.00	Auto		
062108	9/28/2020	BEARD	Beard Equipment Company	644.64	Auto		
062109	9/28/2020	BR	Blue Rok, Inc.	2,808.38	Auto		
062110	9/28/2020	BTM	Bound Tree Medical, LLC.	417.58	Auto		
062111	9/28/2020	CBP	Cashway Building Products	4,362.20	Auto		
062112	9/28/2020	DE	Duke Energy	6,273.52	Auto		
062113	9/28/2020	DISH	Dish Network	126.77	Auto		
062114	9/28/2020	EWL	EnviroWaste LLC	400.00	Auto		
062115	9/28/2020	FEI	Ferguson Enterprises, Inc.	2,379.00	Auto		
062116	9/28/2020	GLC	Greatamerica Financial Service	300.09	Auto		
062117	9/28/2020	JDC	John Deere Credit	13,138.43	Auto		
062118	9/28/2020	KWB	Ketchum, Wood & Burgert	2,768.00	Auto		
062119	9/28/2020	LCPA	Lafayette County Property App.	3,325.66	Auto		
062120	9/28/2020	LEGAL	Legal Shield	148.50	Auto		
062121	9/28/2020	MACL	Mayo Air Conditioning, LLC	210.00	Auto		
062122	9/28/2020	MTCI	Mayo Truck Clinic, Inc.	5,379.00	Auto		
062123	9/28/2020	MTRI	Med-Tech Resource Inc.	23.60	Auto		
062124	9/28/2020	NTC	Nextran Truck Center - Lake Ci	4,930.37	Auto		
062125	9/28/2020	ODCG	Overhead Door Company of Gaine	1,494.00	Auto		
062126	9/28/2020	QC	Quill Corporation	615.50	Auto		
062127	9/28/2020	QM	Quadmed, Inc.	983.20	Auto		
062128	9/28/2020	SICD	Standard Insurance Company	2,719.56	Auto		
062129	9/28/2020	SICL	Standard Insurance Company	435.20	Auto		
062130	9/28/2020	SICV	Standard Insurance Company	440.60	Auto		
062131	9/28/2020	W	Windstream	2,971.69	Auto		
062132	9/28/2020	WOS	Ware Oil & Supply	2,441.68	Auto		
062133	9/28/2020	WP	Wolfe Plumbing, Inc.	185.00	Auto		
062134	9/28/2020	WSLO	Winsupply of Live Oak	1,555.91	Auto		
062135	9/28/2020	FACT	FL Association of Counties Tru	69,544.00	Auto		
062136	9/28/2020	FDACS	FL Dept. of Ag & Consumer Ser	22,716.69	Auto		
062137	9/28/2020	FMIT	Florida Municipal Insurance Tr	26,749.00	Auto		
062138	9/28/2020	GAL	Columbia County BCC	1,702.50	Auto		
062139	9/28/2020	MOS	McCrimon's Office Supply	28.00	Auto		
062140	9/28/2020	SSC	Security Safe Company, Inc.	89.00	Auto		
062141	9/28/2020	SUNLIFE	Sun Life Financial	383.36	Auto		
062142	9/28/2020	LSD	Lafayette School District	94,200.00	Auto		
062143	9/28/2020	MP	Mayo Postmaster	330.00	Auto		
062146	9/28/2020	AHLIC	American Heritage Life Insurance Company	187.19	Auto		
062147	9/28/2020	AMS	Agri-Metal Supply, Inc.	37.50	Auto		
062148	9/28/2020	APS	Alachua Pest Services, LLC	225.33	Auto		
062149	9/28/2020	AT	Armortex	6,143.00	Auto		
062150	9/28/2020	BTM	Bound Tree Medical, LLC.	424.52	Auto		
062151	9/28/2020	CLAW	Cole Lawson	1,550.00	Auto		
062152	9/28/2020	DFIX	Dixie Fix LLC	125.00	Auto		
062153	9/28/2020	ETR	ETR, LLC.	1,201.01	Auto		
062154	9/28/2020	JUARBE	Juarbe Services LLC	1,490.00	Auto		
062155	9/28/2020	MPIT	Marshall Pittman	825.00	Auto		
062156	9/28/2020	MSW	Laurice James	1,172.00	Auto		
062157	9/28/2020	MTC	Mayo Truss Company	68.00	Auto		

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
062158	9/28/2020	MTRI	Med-Tech Resource Inc.	1,197.88	Auto
062159	9/28/2020	SCM	Southern Correctional Medicine	29.94	Auto
062160	9/28/2020	SVE	Suwannee Valley Electric	1,256.39	Auto
062161	9/28/2020	W	Windstream	524.57	Auto
062162	9/28/2020	WBH	W. B. Howland Co.	30.12	Auto
062163	9/28/2020	LCSE	Lafayette County Sup of Electi	12,440.05	Auto
062164	9/28/2020	FLGHIC	FL Local Government Health Insurance Consortium	70,458.98	Auto
Bank A Total:				<u>414,831.98</u>	
Report Total:				<u>414,831.98</u>	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 28TH DAY OF SEPTEMBER 2020.

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

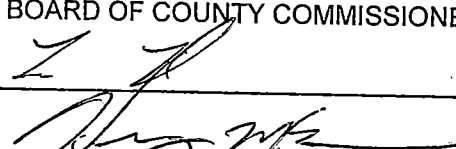
LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

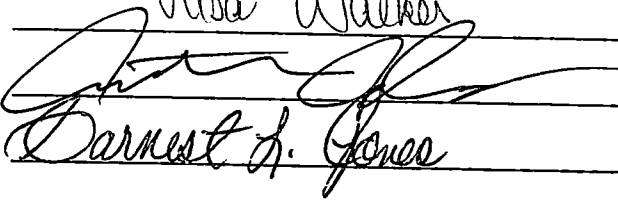
BK 43 PAGE 278

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 28, 2020.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Anderson's Tri County SVEC	Maint- Fire Pit Utilities	552-467	_____	\$ 495.00
		552-430	_____	\$ 53.40
TOTAL				\$ 548.40

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF SEPTEMBER, 2020.



 Lisa Walker


 Darneal D. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

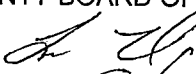
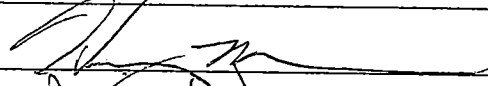
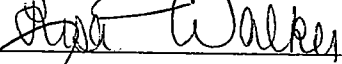
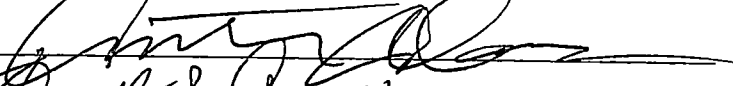
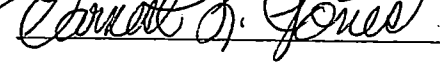
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

BK 43 PAGE 279

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 28, 2020.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FI Dept of Mgmt Services	Communications	526-410	_____	\$ 608.61
Windstream	Communications	526-410	_____	\$ 411.91
TOTAL				\$ 1,020.52

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 28TH DAY OF SEPTEMBER, 2020.

RESOLUTION NO. 2020-09-05
Supplemental Agreement #2 (Island Drive Bridge Rehabilitation Project)

WHEREAS, the Florida Department of Transportation has offered Lafayette County a financial project ID: 438174-1-54-01, 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 an amendment to the agreement for the rehabilitation of the Island Drive Bridge in Lafayette County, and

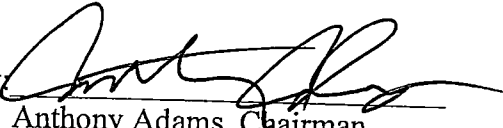
WHEREAS, the Florida Department of Transportation has provided an amendment to the "State of Florida Department of Transportation, Small County Outreach Program Agreement", and

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

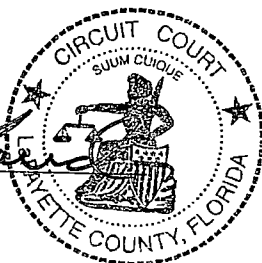
PASSED in regular session this 28th day of September, 2020.

Board of County Commissioners
Lafayette County, Florida

By: 
Anthony Adams, Chairman

Attest:


Steve Land, Clerk



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.

2

CONTRACT NO.

G1249

FPN

438174-1-54-01

BK 43 PAGE 281

Recipient: Lafayette County

10/8/2020 | 4:22 PM EDT

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 11/28/2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

- 1) Additional SCOP funds in the amount of \$46,000 will be added to match the bid amount - See Exhibit B (Schedule of Financial Assistance)

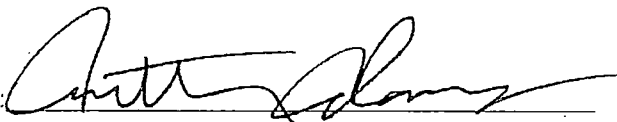
Reason for this Supplemental and supporting engineering and/or cost analysis:

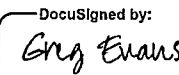
Add funds in the amount of \$46,000 to match the bid amount. Attached revised Schedule of Financial Assistance (Exhibit B)

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

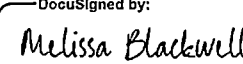
RECIPIENT:
Lafayette County

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
 Name:
 Title: Chair

DocuSigned by:

 By: _____
8A93B2A03EC34AA...
 Name: Greg Evans
 Title: District Secretary
 10/8/2020 | 4:22 PM EDT

Legal Review:

DocuSigned by:


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

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 2

BK 43 PAGE 282

RECIPIENT NAME & BILLING ADDRESS: Lafayette County BOCC PO Box 88 / 120 West Main Street Mayo, Florida 32066	FINANCIAL PROJECT NUMBER: 438174-1-54-01 SA # 2
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I. PHASE OF WORK by Fiscal Year:	FY 2020	FY2020- SA1	FY2021	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

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

525-010-60
 PROGRAM MANAGEMENT
 09/17
 Page 2 of 2

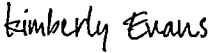
BK 43 PAGE 283

Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Design/Construction/CEI - Phase 54	\$ 500,000.00	\$ 385,000.00	\$ 46,000.00	\$931,000.00
Maximum Department Participation - (<u>Advance Small County Outreach Program</u>)	100% or \$ 500,000.00	100% or \$ 385,000.00	100% or \$ 46,000.00	100% or \$ 931,000.00
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:	\$500,000.00	\$385,000.00	\$46,000.00	\$931,000.00

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

DocuSigned by:

 E812EF47368A449
 Signature

10/8/2020 | 2:17 PM EDT
 Date

DARABI AND ASSOCIATES, INC.
 ENVIRONMENTAL CONSULTANTS

4140 NW 37th Place, Suite A • Gainesville, Florida 32606 • 352/376-6533 / FAX 352/692-5390

CONSTRUCTION CONTRACT CHANGE ORDER

Change Order Number: 2
 Project Number: _____
 Project Name: McCray Rd, Lafayette County

Owner: Lafayette County
 Address: _____
 City: _____
 State: _____ Zip: _____
 Phone Number: _____

Engineer: Darabi and Associates, Inc.
 Address: 4140 NW 37th Place, Suite A
 City: Gainesville
 State: FL Zip: 32606
 Phone Number: 352/376-6533

Contractor: Anderson Columbia Co., Inc.
 Address: PO Box 1829
 City: Lake City
 State: FL Zip: 32056
 Phone Number: _____

Description of Change (Attach additional sheets if required)	<u>Decrease In</u>	<u>Increase In</u>
Removal of MES work from the Contract (Line Item No. 7), replacing 3 pipes (full length) located at Sta. 129+40, 144+30, and 186+90, and lowering two additional cross drains. There are no additional costs for this change above the original total of \$4,235 in Line Item No. 7.	—	—

CONTRACT TIME*

CONTRACT AMOUNT*

	<u>Days</u>	<u>Date</u>
Notice to Proceed	_____	<u>1/17/20</u>
Original Contract Time	<u>93</u>	<u>6/1/20</u>
Present Contract Time	<u>214</u>	<u>9/30/20</u>
This Change-Add-Deduct	_____	_____
New Contract Time	_____	_____

Change Order Subtotal: _____
 Add NO CHANGE
 <Deduct> _____
 Net _____
 Original Contract Sum _____
 Present Contract Sum _____
 New Contract Sum _____

Substantial Completion Date (_____ calendar days):
 Final Completion Date (_____ calendar days):

* Reflects Change Order Nos. 1 thru 3

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

AGREED:

Dewberry Engineers Inc.

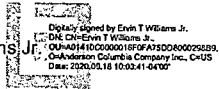
Lafayette County BOCC

(CEI Firm)

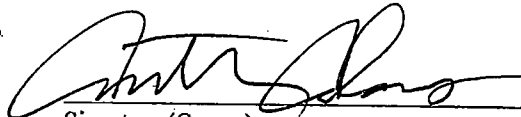


Signature (Engineer)

Ervin T Williams, Jr.



Signature (Contractor)



Signature (Owner)

9/17/2020

Date

Date

9/28/20

Date



September 17, 2020

Lafayette County Board of County Commissioners
P.O. Box 88
Mayo, Florida 32066

BK 43 PAGE 286

**RE: SE McCray Rd SCOP Improvements
Financial Project ID: 435328-1-54-01
Change Order No. 2**

Dear Commissioners:

The attached Change Order No. 2 is being provided to remove MES work from the Contract, add the additional work of replacing 3 pipes (full length) at Sta. 129+40, 144+30, and 186+90, and add the additional work for lowering two additional existing cross drains. County staff was on site when changes were made in the field and are agreeable to this change.

We respectfully request your review and approval of the above referenced Change Order. If you have any questions or concerns please feel free to call me at (850) 571-1254.

Sincerely,
DEWBERRY

William A. Menadier, P.E.
Sr. Project Manager