



Jefferson County Board of County Commissioners

Tuesday, July 19, 2022 at 6:00 pm

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CONSENT AGENDA
 - a. General Fund
 - b. Transportation Fund Vouchers
 - c. SHIP Contract Extension

Attachments:

- **Addendum** (SHIP_Contract_Amendment_6-15-2022__002_.docx)
- **Contract** (Contract_Addendum_A_-_2-8-2019__002_.docx)

d. CDBG Agreement Modification

Attachments:

- **H2376-Jefferson County BOCC Amendment 2** (H2376_-_Jefferson_County__BOCC_-_Amendment_2.pdf)

e. Minutes

Attachments:

- **Dec. 16, 2021** (12-16-2021_draft_BCC_Minutes.docx)
- **June 16, 2022** (6-16-2022_draft_BCC_Minutes.docx)

4. GENERAL BUSINESS

a. Restrictive Covenants: Comm. Hall/ H. Encinosa

Attachments:

- **Resolution** (Restrictive_Covenants_Resolution.docx)

b. Coordinator Discussion: Comm Hall/H. Encinosa

c. Opioid Settlement Agreement Discussion: Comm. Hall/H. Encinosa

d. Commercial Solid Waste Fees: Comm. Surles/R. Slack

Attachments:

- **Rental Agreement** (Rental_Agreement_v4_6-30-22.docx)
- **Solid Waste Rate Resolution** (Solid_Waste_Rate_Resolution.6-29-22.docx)

e. GOV App Discussion: Comm. Surles

f. New Business

g. Old Business

5. Citizens Request & Input on Non-Agenda Items

(3 Minute Limit Please)

6. CLERK OF COURTS

7. COUNTY COORDINATOR

Information Reports

8. COUNTY ATTORNEY

9. COUNTY COMMISSIONER DISCUSSION ITEMS

10. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there are two places to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

The second place is near the end of the meeting after the Commission has finished the general business part of its agenda. Again, each speaker is allotted up to 3 minutes. The Commission may enter into discussion of items brought to its attention during this segment of the meeting.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to

public hearings and workshops.

Contact: Parrish Barwick, County Coordinator (pbarwick@jeffersoncountyfl.gov 850-342-0287) |
Agenda published on 07/12/2022 at 4:43 PM

AMENDMENT

Program Administration Contract – Government Services Group, Inc.
Jefferson County Ongoing Housing, Community and SHIP Projects
Funding through FFY 2022/2023, and 2023/2024 (if appropriated).

Amendment

Program Administration for State Housing Initiatives Partnership (SHIP)
Program.

Scope of Services- Program Administration

- ✓ Review and update required local policies
- ✓ Review leveraging opportunities/other possible source of financing
- ✓ Representation during site visits and monitoring's
- ✓ Develop project information management and filing system
- ✓ Develop project financial management system for receiving and disbursing funds
- ✓ Develop work plans for project contract document
- ✓ Preparation of project contract document
- ✓ Develop and track budget for project contract
- ✓ Oversight of project schedule and compliance
- ✓ Coordination with agencies and contracts, as necessary
- ✓ Review bid documents and contract documents for compliance
- ✓ Conduct pre-construction conference
- ✓ Monitor contractor and construction specialist progress
- ✓ Conduct preliminary inspections and work write-ups
- ✓ Conduct construction progress inspections
- ✓ Supervision of payment authorizations
- ✓ Develop and process contract amendments, as needed
- ✓ Review change orders and amendments for compliance, as needed
- ✓ Monitor all project activity to ensure compliance
- ✓ Provide all other necessary technical assistance
- ✓ Review final change orders, pay requests, and construction documents
- ✓ Balance final project budget for state annual reporting
- ✓ Prepare documents for administrative/financial close-out

Total Fee for Services: 10% Administration Fee of total funds received by the County, including program income to be paid in equal monthly payments over a twelve (12) month period based upon the allocation for each fiscal year noted under this contract Addendum. Should the project be completed prior to the twelve (12) month period ending, the balance will be due upon completion of the project. Invoices will be submitted monthly in accordance with Section C (2) of the contract and subject to the administrative ceilings imposed by the funding agency and/or the County's Local Housing Assistance Plan (LHAP).

This amendment and Fee for Services covered herein are hereby agreed upon on this ____ day of _____, 2022.

APPROVED BY GSG:

APPROVED BY COUNTY:

Signature

Signature

Printed Name

Printed Name

CONTRACT ADDENDUM “A” – JEFFERSON COUNTY

The administration of resources awarded by the Department of “ABC” (*or other appropriate reference to the contracting State awarding agency*) to the recipient (*or other appropriate reference to the recipient*) may be subject to audits and/or monitoring by the Department of “ABC,” as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Department of “ABC” staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of “ABC.” In the event the Department of “ABC” determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of “ABC” staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of “ABC” by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of “ABC.” The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. (*NOTE: The State awarding agency should address other miscellaneous matters affecting Part I audits, such as Web sites where information that would help facilitate the recipient’s compliance can be obtained.*)

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of “ABC” by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of “ABC,” other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than State entities).
4. *(NOTE: The State awarding agency should address other miscellaneous matters affecting Part II audits, such as Web sites where information that would help facilitate the recipient’s compliance can be obtained.)*

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department of “ABC” at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of “ABC” for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient’s audited schedule of expenditures of Federal awards directly to each of the following (*If the State awarding entity, pursuant to Section .320(f), OMB Circular A-133, wants a copy of the reporting package described in Section .320(c) and/or a management letter, the State awarding agency should replace the above language with the following language*) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department of “ABC” at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of “ABC” at each of the following addresses:

Department address (es) (i.e., office(s) responsible for program oversight)

- B. The Auditor General’s Office at the following address:

Auditor General’s Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. (*The State awarding agency should use the following language, if applicable*) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department of “ABC” at each of the following addresses:

Department address (es) (i.e., office(s) responsible for program oversight)

5. Any reports, management letter, or other information required to be submitted to the Department of “ABC” pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of “ABC” for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of (*specify appropriate number of years, should be at least five years*) years from the date the audit report is issued, and shall allow the Department of “ABC,” or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of “ABC,” or its designee, CFO, or Auditor General upon request for a period of (*specify appropriate number of years, should be at least three years*) years from the date the audit report is issued, unless extended in writing by the Department of “ABC.” *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) -
\$ (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of "ABC" for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



Modification to Subgrant Agreement

February 14, 2019

Modification Number 2 to Subgrant Agreement Between the Department of Economic Opportunity and Jefferson County BOCC

This Modification Number 2 is entered into by and between the State of Florida, Department of Economic Opportunity, (“DEO”), and Jefferson County, BOCC, (“the Recipient”), (each individually a “Party” and collectively the “Parties”).

WHEREAS, DEO and the Recipient entered into **Contract Number** 19DB-ON-02-43-01-H13, **FLAIR Contract Number** H2376, on December 10, 2018 (“the Agreement”), pursuant to which DEO provided a subgrant in the amount of \$750,000.00 to the Recipient under the Small Cities Community Development Block Grant (“CDBG”) Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, DEO and the Recipient desire to modify the Agreement;

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

☒ **Revise the Activity Work Plan**

1. Attachment C, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment C, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

2. Attachment A, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

3. Attachment ____, Project Narrative, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ____, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.



Modification to Subgrant Agreement

February 14, 2019

Recipient: Jefferson County, BOCC

Modification Number: 2

DEO Contract Number: 19DB-ON-02-43-01-H13

FLAIR Contract Number: H2376

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. is removed as a Participating Party to the Subgrant Agreement.
7. is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page 2 of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on December 10, 2018, (the “Effective Date”) and ends June 9, 2023, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion and DEO’s Director of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient’s control, and include a performance plan that demonstrates the Recipient’s capacity to perform and complete the remaining project tasks within the extension period. DEO will also take into consideration the Recipient’s progress and verifiable achievements at DEO’s sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.



Modification to Subgrant Agreement

February 14, 2019

Recipient: Jefferson County, BOCC**Modification Number:** 2**DEO Contract Number:** 19DB-ON-02-43-01-H13**FLAIR Contract Number:** H2376☒ **Other:**

9. Section (25) Employment Eligibility Verification, is hereby deleted in its entirety and replaced with the following:

(25) Employment Eligibility Verification.

A. Section 448.095, F.S., the State of Florida requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

C. If Contractor does not use E-Verify, Contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

10. This agreement is hereby reinstated as though it had not expired.



Modification to Subgrant Agreement

February 14, 2019

Recipient: Jefferson County BOCC**Modification Number:** 2**DEO Contract Number:** 19DB-ON-02-43-01-H13**FLAIR Contract Number:** H2376

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida**Department of Economic Opportunity****Recipient: Jefferson County BOCC**

By: _____

By: _____

Name: Meredith Ivey

Name: Gene Hall

Title: Chief of Staff

Title: Chairman, Jefferson County

Date: _____

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel

Department of Economic Opportunity

By: _____

Approved Date: _____

Attachment C – Activity Work Plan

Recipient: Jefferson County Activity: 21A - Administration Project Budget: \$112,500
 Contract Number: 19DB-ON-02-43-01-H13 Date Prepared: 04/26/2022 Modification Number: 2

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
9/2018	10/2020	Begin the Level I Environmental review. Prepare and submit the Quarterly Progress Report. Fulfill requirements of the special conditions within the first 90 days.		\$5,000
10/2020	11/2020	Complete procurement of Professional Services and submit to DEO for approval. Complete Level I Environmental Review and obtain release of funds. Advertise for housing participants and contractors. Start the site-specific reviews including any lead testing and historic reviews. Prepare and submit the Contractual Obligation and MBE, the Quarterly Progress Reports and Section 3 report.		
12/2020	1/2021	Rank and approve housing participants. Hold the contractor’s meeting to establish pre-qualified contractor’s list. Continue the site-specific reviews including any lead testing and historic reviews. Prepare and submit the Contractual Obligation and MBE and Quarterly Progress Reports.		
2/2021	1/2022	Continue site-specific reviews and receive release of funds on each proposed housing unit. Cost estimates and specifications completed for each house. Submit Quarterly Progress Report.		\$16,000
2/2022	4/2022	Advertise for bids and award contracts for the first three houses. Prepare and submit Contractual Obligation and MBE and Quarterly Progress Reports. Take pre-renovation photos.		\$40,000
5/2022	7/2022	Construction completed on three houses. Advertise for bids and award contracts for another three houses. Prepare and submit the Contractual Obligation and MBE report, and Quarterly Progress Report. Take photos during renovation.		\$64,000
8/2022	10/2022	Construction completed on another three houses. Advertise for bids and award contracts for another three houses. Prepare and submit the Section 3 Report and Quarterly Progress Reports. Take photos during renovation.		\$88,000
11/2022	1/2023	Construction completed on another three houses. Advertise for bids and award contracts for final two houses. Take photos during renovation.		\$100,000
2/2023	4/2023	Construction completed on the last two houses. Prepare and submit the Contractual Obligation and MBE and Quarterly Progress Reports. Take final photos during renovation.		\$112,500
5/2023	6/2023	Submit Administrative Closeout Package and other required documentation.		

Attachment C – Activity Work Plan

Recipient: <u>Jefferson County</u>	Activity: <u>14A – Housing Rehab/Demo/Replacement</u>	Project Budget: <u>\$112,500</u>
Contract Number: <u>19DB-ON-02-43-01-H03</u>	Date Prepared: <u>04/26/2022</u>	Modification Number: <u>2</u>

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
6/2021	4/2022	Advertise for bids and award contracts for the first three houses.		\$10,000
5/2022	7/2022	Construction completed on three houses. Advertise for bids and award contracts for another three houses. Take photos during renovation.	3 Housing Units	\$153,750
8/2022	10/2022	Construction completed on another three houses. Advertise for bids and award contracts for another three houses. Take photos during renovation.	6 Housing Units	\$307,500
11/2022	1/2023	Construction completed on another three houses. Advertise for bids and award contracts for final two houses. Take photos during renovation.	9 Housing Units	\$461,250
2/2023	4/2023	Construction completed on the last two houses. Take final photos during renovation.	11 Housing Units	\$615,500

Attachment C – Activity Work Plan

Recipient: Jefferson County Activity: 08 - Temporary Relocation Project Budget: \$22,000
 Contract Number: 19DB-ON-02-43-01-H13 Date Prepared: 04/26/2022 Modification Number: 2

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
5/2022	5/2023	Pay temporary relocation costs for 11 households.	11 HH	\$22,000

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
December 16, 2021
6:00 P.M.

The Board met this date in regular session. Present were Chairman Gene Hall, Commissioners Betsy Barfield, JT Surles, Stephen Walker and Chris Tuten. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Planning Official Shannon Metty.

1. Chairman Hall called the meeting to order and Commissioner Walker led the invocation and pledge of allegiance.
2. Commissioner Barfield stated that our County Auditor, Moran & Smith presented our County Fiscal Year 2019-2020 (CFY 19-20) CAFR at the 5:00 p.m. workshop prior to this meeting. She indicated that Chris Moran asked that we accept this presentation and audit as part of our consent agenda. **On a motion by Commissioner Barfield and seconded by Commissioner Surles and unanimously carried, the CFY 19-20 CAFR was added to the consent agenda.**
3. **On motion by Commissioner Walker and seconded by Commissioner Barfield and unanimously carried, the updated consent agenda consisting of the General Fund and Transportation Fund vouchers from 12/2 and 12/16, the Waukeena Highway private land sale and County Fiscal Year 2019-2020 CAFR was approved.**
4. County Attorney Scott Shirley introduce item 4a, Special Exception, Major Development Application: Large Scale Photovoltaic Collector System (Aucilla / Drifton Highway). The special exception was for a large scale solar development that is approximately 767 acres. There were numerous facets to this issue such as: The Commissioners stated all of the conversations they have had concerning this proposed project, the applicants presented a power point and discussed their application, there was sworn testimony and much public comments. Commissioner Barfield made a motion to approve the application with the following conditions (1. The Stormwater study is finalized, 2. The Live Oak trees on the development are preserved, 3. There is an independent Archeological study performed, 4. The Developer is cognizant of the historical homes surrounding the project). There was no second for Commissioner Barfield's motion. **On a motion by Commissioner Tuten, seconded by Commissioner Surles and carried 4 to 1 (Commissioner Barfield was the dissenting vote), the Board denied the application.**
5. County Attorney Scott Shirley introduced item 4b, the Non Ad-Valorem Special Assessment Resolution of Intent. He explained that the attached proposed Resolution was required and asked the Commission for their approval. **On motion by Commissioner Walker and seconded by Commissioner Barfield and unanimously carried, the Resolution was approved.**
6. County Attorney Scott Shirley introduced item 4c which was the Noise Ordinance Workshop Date. It was the consensus of the Board to hold the workshop on January 20, 2022 at 5:00 pm.

7. Commissioner Tuten introduced item 4d, the Aucilla Shores Update. Both he and County Coordinator, Parrish Barwick updated the Board on the various improvements that have been made to the roads in this area since the last Board meeting.
8. Commissioner Barfield introduced item 4e, the Limited Scope Audit. She asked the Commissioners what areas they wanted to be examined. It was the consensus of the Board to look at P-Card, local Ad-Valorem tax dollars spent, Fund 17 expenditures and any political type advertising expenditures.
9. Commissioner Barfield introduced item 4f, the Financial System New Software Update. She requested to have Clerk of Court, Kirk Reams come to the next Board meeting and give an update on the project which is moving the County Financial system from using hardware backup to a cloud-based system.
10. County Attorney, Scott Shirley introduced item 4g, Surplus Property on Moody and Forest Road. **On motion by Commissioner Surles and seconded by Commissioner Tuten and unanimously carried, the two pieces were surplus.**
11. Commissioner Tuten indicated that he felt we should make the potential sewer project in Lloyd as our number one Legislative priority. It was the consensus of the Board to make that happen.
12. **On motion by Commissioner Surles, seconded by Commissioner Tuten and unanimously carried, the meeting was adjourned.**

**Board of County Commissioners
Jefferson County, Florida**

Gene Hall, Chairman

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
June 16, 2022
6:00 P.M.

The Board met this date in regular session. Present were Chairman Gene Hall, Commissioners Stephen Walker, Chris Tuten, JT Surles and Betsy Barfield. Also present were County Attorney's Scott Shirley and Buck Bird, Interim County Coordinator and Planning Official Shannon Metty and Clerk of Court, Kirk Reams was present telephonically.

1. Chairman Hall called the meeting to order, and Commissioner Walker led the invocation and pledge of allegiance.
2. **On motion by Commissioner Surles, seconded by Commissioner Tuten and unanimously carried, the consent agenda consisting of General Fund Vouchers, Commissioners report, Transportation Fund Vouchers and the satisfaction of a SHIP lien were approved.**
3. County Attorney, Scott Shirley introduced item 4a, the Nabors, Giblin & Nickerson contract agreement. **On a motion by Commissioner Surles, seconded by Commissioner Tuten, and unanimously carried, the Board approved the attached Neighbors, Giblin & Nickerson contractual agreement.**
4. Planning Official and interim County Coordinator, Shannon Metty introduce item 4b, the Grant Award Agreement, A Building. **On a motion by Commissioner Surles, seconded by Commissioner Barfield, and unanimously carried, the Board approved moving forward with the attached agreement.**
5. County Attorney, Scott Shirley introduced item 4c, Park Rules Discussion. After discussing the attached Park Rules document, the Board agreed to make changes and bring the revised document back to a later Board meeting.
6. Solid Waste Director, Robbie Slack introduced item 4d, the Solid Waste Commercial Fees Discussion. Director Slack discussed the fact that the County charges significantly less than other service providers for Commercial Roll-Off's. Therefore, the County was losing money on this program. The Board tentatively agreed to increase its Roll-Off fees from \$100 to \$200 but only after its customers were made aware of this increase. It was the consensus of the Board to bring this item back to a later meeting to formalize the increase.
7. Planning Official and interim County Coordinator Shannon Metty, introduced item 4e, Septic to Sewer US-19 South Corridor. The discussion focused on requiring new subdivisions with six lots or more to hook up to the new sewer infrastructure.
8. Commissioner Barfield introduced item 4f, the upcoming Broadband Workshop. It was the consensus of the Board to have it on July 7th at 5:00 pm.
9. There was no new County business that was discussed during item 4g, New Business.

10. For item 4h, Old Board business, **a motion was made by Commissioner Walker, seconded by Commissioner Surles, to provide Limerock to Vista Road. After discussion, the motion was dropped, and it was the consensus of the Board to allow the Sheriff to request this road repair.**
11. Planning Official and interim County Coordinator, Shannon Metty gave an update on the Board's Budget Officer position. It was the consensus of the Board to hold interviews beginning at 3:30 pm on July 7th.
12. County Attorney's Scott Shirley and Buck Bird thanked the Commission for allowing them to serve as the County Attorney's as both are retiring effective June 30, 2022.
13. Commissioner Tuten gave an update that Congressman Dunn's Office would be visiting Jefferson County on June 27, 2022.
14. Commissioner Barfield requested that County Auditor, Chris Moran present the Comprehensive Annual Financial Report at the July 7th meeting. She also wants to follow up with Thomas Howell Ferguson concerning their public records request to the Clerk's Office in respect to their forensic audit.
15. **On motion by Commissioner Tuten, seconded by Commissioner Surles, and unanimously carried, the meeting was adjourned.**

**Board of County Commissioners
Jefferson County, Florida**

Gene Hall, Chairman

ATTEST:

Kirk Reams, Clerk of Court

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA,
AGAINST RACIAL RESTRICTIVE COVENANTS IN
JEFFERSON COUNTY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution, Chapter 125, Florida Statutes, Jefferson County is authorized to protect the public health, safety, and welfare of its residents; and

WHEREAS, in 1934, the Federal Housing Administration created a program that required racial restrictive covenants to be included in recorded instruments related to residential real property title transactions in order for developers to receive loans and other financial incentives for real estate development; and

WHEREAS, in Shelley v. Kraemer, 334 U.S. 1 (1948), the United State Supreme Court found that racial restrictive covenants violate the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution and are therefore unenforceable; and

WHEREAS, in 1968, the Federal Fair Housing Act outlawed the practice of including racial restrictive covenants in recorded instruments related to residential real property title transactions; and

WHEREAS, in 2020, the Florida Legislature passed Chapter 2020-164, Laws of Florida, which created Section 712.065, Florida Statutes, to extinguish and declare null and void “discriminatory restrictions,” which means any “provision in a title transaction recorded in this state which restricts the ownership, occupancy, or use of any real property in this state by any natural person on the basis of . . . race, color, national origin, religion, gender, or physical disability,” and to provide for a statutory method by which owners of real property in this state affected by such restrictive covenants may petition their owners’ associations for removal of such covenants by majority vote; and

WHEREAS, racial restrictive covenants are offensive and a persistent reminder of the nation’s history of racial inequity and division, and despite their unenforceability and extinguishment pursuant to Section 712.065, Florida Statutes, racial restrictive covenants are frequently included in title documents presented to prospective real estate buyers; and

WHEREAS, the Jefferson County Board of County Commissioners find that it is in the best interest of the citizens of Jefferson County to adopt this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:**

SECTION 1. The above recitals are true, correct, and are hereby incorporated and made part hereof as if fully set forth herein.

SECTION 2. All racial restrictive covenants found in title transactions recorded in the Official Records of Jefferson County are offensive, unenforceable, illegal, unconstitutional, and hereby disavowed.

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Gene Hall, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney



JEFFERSON COUNTY SOLID WASTE DEPARTMENT

1697 South Jefferson Street
Monticello, Florida 32344
Phone: (850) 342-0184
Fax: (850) 342-0185

SOLID WASTE SERVICES AGREEMENT

✓ Customer Selection Below:

☐ **4 yard container**

- Site service: \$40 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$20 monthly
- Deposit: \$25
- Late Fee: \$20 per day
- Unauthorized Disposal \$50 per item

☐ **6 yard container**

- Site service: \$50 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$25 monthly
- Deposit: \$25.00
- Late Fee: \$20 per day
- Unauthorized Disposal \$50 per item

☐ **8 yard container**

- Site service: \$60 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$30 monthly
- Deposit: \$25.00
- Late Fee: \$20.00 per day
- Unauthorized Disposal \$50.00 per item

☐ **20 yard roll-off container**

- Site Service: \$250.00 per pick-up
- Delivery & Set-up: \$50.00

- Rental: \$2.00 per day
- Tipping: Aucilla Tipping Fee
- Deposit: \$50.00
- Late Fee: \$20.00 per day
- Unauthorized Disposal \$50.00 per item

☐ **Grapple Truck Service**

- Tree Debris Load/Trip: \$250.00 per pick-up, No Tipping Fee
- Bulk Load \$250.00 per pick-up, plus Aucilla Tipping Fee

☐ **Tire Disposal Service**

- Load/Trip: \$250.00 per pick-up
- Tipping: Aucilla Tipping Fee

The undersigned hereby agrees to rent the refuse container indicated above and understands the following:

- The Delivery & Set-up fee and the Minimum Rental fee is payable to the Jefferson County Solid Waste Department at the time of the execution of this Agreement, and before the container is delivered.
- The Customer will promptly pay all applicable fees and charges in the monthly bill, prior to the due date, or incur a Late Fee.
- The disposal of Biohazardous Waste, Hazardous Waste, Special Waste, and White Goods, as defined below, in any rented roll-off container is prohibited. Any unauthorized items will be subject to the Unauthorized Disposal fee indicated above and the actual costs incurred by the County for handling and disposal of said unauthorized items. The Customer is responsible for all items deposited in the container.
- The disposal of Construction Debris in any rented roll-off container requires advance approval of the County and may be subject to an extra charge to cover the actual costs incurred by the County for handling and disposal of the Construction Debris.
- The Customer agrees to indemnify, defend, and hold Jefferson County, its officers, employees, and agents, harmless from and against any and all liability arising (1) during the customer's possession of the container; (2) from the failure of the customer, its officers, employees, or agents to adhere to or comply with applicable laws, rules, or regulations, or with the terms of this agreement; or (3) from the negligence, errors, omissions, or intentional or willful misconduct of customer, its officers, employees, or agents.

- All containers furnished under this agreement are the property of Jefferson County. Customer shall have care, custody, and control of the container and shall bear responsibility and liability for all loss or damage to the container and for its contents during the rental period. Customer shall not move or alter the container and shall use the container only for its intended purpose. Customer shall provide unobstructed access to the container for pick up. Customer warrants that the right of way abutting the container's physical location is sufficient to bear the weight and physical dimensions of the container and associated pickup and delivery vehicles. Jefferson County is not responsible for any damage to Customer's property, including walkways, lawn, curing, pavement, driveways, irrigation wells, or septic resulting from the provision of services.
- The container will be collected by the County if payment has not been made within 60 days from the due date. An additional delivery & set-up fee will be charged to return the container and all past-due charges must be paid prior to re-initiation of service.
- Definitions for terms used herein:

"Aucilla Tipping Fee" means the prevailing tipping fee rate charged to the County for disposal at the Aucilla Landfill, as it may be amended.

"Biohazardous Waste" means any solid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Hazardous Waste" means solid waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Customer" means the person or entity who rents a commercial solid waste disposal container or subscribes for commercial solid waste disposal services from Jefferson County by entering into a Solid Waste Services Agreement with the County.

"Special Waste" means solid waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, and lead-acid batteries.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

Requested container delivery date	Actual container delivery date
Anticipated time of usage	Physical location of container
Billing address	Phone number (required)

Customer signature	Printed Name	Date
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Jefferson County Representative signature	Printed Name	Date
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RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ADOPTING A SCHEDULE OF RATES, FEES, AND CHARGES FOR COMMERCIAL SOLID WASTE DISPOSAL SERVICES; PROVIDING DEFINITIONS; ADOPTING PROCEDURES FOR THE COLLECTION OF SAID RATES, FEES, AND CHARGES FOR COMMERCIAL SOLID WASTE DISPOSAL SERVICES; APPROVING THE FORM SOLID WASTE SERVICES AGREEMENT; REPEALING PRIOR RESOLUTIONS AND RATE SCHEDULES IN CONFLICT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes, Jefferson County (County) is authorized to prescribe a schedule of rates, fees, and charges for solid waste disposal by resolution; and

WHEREAS, on various dates, the Board has adopted resolutions or taken actions setting rates, fees, and charges for commercial solid waste disposal; and

WHEREAS, the Board now desires to amend and update its schedule of rates, fees, and charges for commercial solid waste disposal in order to cover the costs of providing those services to commercial customers who have entered into commercial solid waste services agreements with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

“Aucilla Tipping Fee” means the prevailing tipping fee rate charged to the County for disposal at the Aucilla Landfill, as it may be amended.

"Biohazardous Waste" means any solid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts, laboratory and veterinary waste which contains human disease-causing agents, used disposable sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils,

stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

“Hazardous Waste” means solid waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

“Customer” means the person or entity who rents a commercial solid waste disposal container or subscribes for commercial solid waste disposal services from Jefferson County by entering into a Solid Waste Services Agreement with the County.

"Special Waste" means solid waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, and lead-acid batteries.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

SECTION 2. ADOPTION OF RATE SCHEDULE. The schedule of rates, fees, and charges for commercial solid waste disposal services as set forth below are hereby approved effective on _____, 2022:

4 yard container

- Site service: \$40 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$20 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal: \$____ per item

6 yard container

- Site service: \$50 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$25 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal: \$____ per item

8 yard container

- Site service: \$60 per pick-up
- Delivery & Set-up: \$25.00

- Rental: \$1 per day (minimum 20 days) - \$30 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal: \$____ per item

20 yard roll-off container

- Site Service: \$250 per pick-up
- Delivery & Set-up: \$50.00
- Rental: \$2 per day
- Tipping: Aucilla Tipping Fee
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal: \$____ per item

Grapple Truck Service

- Tree Debris Load/Trip: \$250 per pick-up No Tipping Fee (Max of ____)
- Bulk Load: \$250 per pick-up plus Aucilla Tipping Fee (Max of ____)
- Unauthorized Disposal: \$____ per item

Tire Disposal Service

- Load/Trip: \$250 per pick-up (Max of ____)
- Tipping: Aucilla Tipping Fee

SECTION 3. APPROVAL OF SOLID WASTE SERVICES AGREEMENT. The form Solid Waste Services Agreement for commercial solid waste customers, attached hereto as Exhibit A, is hereby approved. The Director of the Jefferson County Solid Waste Department or such person's designee, is hereby authorized to enter into said Solid Waste Services Agreement with commercial Customers within the County.

SECTION 4. ADOPTION OF PROCEDURES. The following procedures shall apply to all Solid Waste Services Agreements:

(A) The Delivery & Set-up fee and the Minimum Rental fee are payable at the time of the execution of any Solid Waste Services Agreement and before the container is delivered.

(B) The Customer will promptly pay all applicable fees and charges in the monthly bill, prior to the due date, or incur a Late Fee.

(C) The disposal of Biohazardous Waste, Hazardous Waste, Special Waste, and White Goods in any rented roll-off container is prohibited. Any unauthorized items will be subject to the Unauthorized Disposal fee indicated above and the actual costs incurred by the County for

handling and disposal of said unauthorized items. The Customer is responsible for all items deposited in the container.

(D) The disposal of Construction Debris in any rented roll-off container requires advance approval of the County and may be subject to an extra charge to cover the actual costs incurred by the County for handling and disposal of the Construction Debris.

(E) All containers are the property of Jefferson County. The Customer shall have care, custody, and control of the container and shall bear responsibility and liability for all loss or damage to the container and for its contents during the rental period. The Customer shall not move or alter the container and shall use the container only for its intended purpose. The Customer shall provide unobstructed access to the container for pick up. Customer warrants that the right of way abutting the container's physical location is sufficient to bear the weight and physical dimensions of the container and associated pickup and delivery vehicles. Jefferson County is not responsible for any damage to Customer's property, including walkways, lawn, curing, pavement, driveways, irrigation wells, or septic resulting from the provision of services.

(F) The container will be collected by the County if payment has not been made within 60 days from the due date. An additional delivery & set-up fee will be charged to return the container and all past-due charges must be paid prior to re-initiation of service.

SECTION 5. REPEAL. All prior resolutions or rate schedules in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY. If any phrase or portion or part of this Resolution is found to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA**

Gene Hall, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

EXHIBIT A
FORM SOLID WASTE SERVICES AGREEMENT



JEFFERSON COUNTY SOLID WASTE DEPARTMENT

1697 South Jefferson Street
Monticello, Florida 32344
Phone: (850) 342-0184
Fax: (850) 342-0185

SOLID WASTE SERVICES AGREEMENT

✓ Customer Selection Below:

☐ **4 yard container**

- Site service: \$40 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$20 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal \$____ per item

☐ **6 yard container**

- Site service: \$50 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$25 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal \$____ per item

☐ **8 yard container**

- Site service: \$60 per pick-up
- Delivery & Set-up: \$25.00
- Rental: \$1 per day (minimum 20 days) - \$30 monthly
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal \$____ per item

☐ **20 yard roll-off container**

- Site Service: \$250 per pick-up
- Delivery & Set-up: \$50.00

- Rental: \$2 per day
- Tipping: Aucilla Tipping Fee
- Deposit: [TO COME]
- Late Fee: \$20 per day
- Unauthorized Disposal \$ ____ per item

☐ **Grapple Truck Service**

- Tree Debris Load/Trip: \$250 per pick-up No Tipping Fee (Max of ____)
- Bulk Load \$250 per pick-up plus Aucilla Tipping Fee (Max of ____)

☐ **Tire Disposal Service**

- Load/Trip: \$100 per pick-up (Max of ____)
- Tipping: Aucilla Tipping Fee

The undersigned hereby agrees to rent the refuse container indicated above and understands the following:

- The Delivery & Set-up fee and the Minimum Rental fee is payable to the Jefferson County Solid Waste Department at the time of the execution of this Agreement, and before the container is delivered.
- The Customer will promptly pay all applicable fees and charges in the monthly bill, prior to the due date, or incur a Late Fee.
- The disposal of Biohazardous Waste, Hazardous Waste, Special Waste, and White Goods, as defined below, in any rented roll-off container is prohibited. Any unauthorized items will be subject to the Unauthorized Disposal fee indicated above and the actual costs incurred by the County for handling and disposal of said unauthorized items. The Customer is responsible for all items deposited in the container.
- The disposal of Construction Debris in any rented roll-off container requires advance approval of the County and may be subject to an extra charge to cover the actual costs incurred by the County for handling and disposal of the Construction Debris.
- The Customer agrees to indemnify, defend, and hold Jefferson County, its officers, employees, and agents, harmless from and against any and all liability arising (1) during the customer's possession of the container; (2) from the failure of the customer, its officers, employees, or agents to adhere to or comply with applicable laws, rules, or regulations, or with the terms of this agreement; or (3) from the negligence, errors, omissions, or intentional or willful misconduct of customer, its officers, employees, or agents.

- All containers furnished under this agreement are the property of Jefferson County. Customer shall have care, custody, and control of the container and shall bear responsibility and liability for all loss or damage to the container and for its contents during the rental period. Customer shall not move or alter the container and shall use the container only for its intended purpose. Customer shall provide unobstructed access to the container for pick up. Customer warrants that the right of way abutting the container's physical location is sufficient to bear the weight and physical dimensions of the container and associated pickup and delivery vehicles. Jefferson County is not responsible for any damage to Customer's property, including walkways, lawn, curing, pavement, driveways, irrigation wells, or septic resulting from the provision of services.
- The container will be collected by the County if payment has not been made within 60 days from the due date. An additional delivery & set-up fee will be charged to return the container and all past-due charges must be paid prior to re-initiation of service.
- Definitions for terms used herein:

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"Construction Debris" means materials generally not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

"Hazardous Waste" means solid waste which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

"Customer" means the person or entity who rents a commercial solid waste disposal container or subscribes for commercial solid waste disposal services from Jefferson County by entering into a Solid Waste Services Agreement with the County.

"Special Waste" means solid waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, and lead-acid batteries.

"White Goods" means discarded refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

Requested container delivery date	Actual container delivery date
Anticipated time of usage	Physical location of container
Billing address	Phone number (required)

Customer signature	Printed Name	Date
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Jefferson County Representative signature	Printed Name	Date
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