



# Jefferson County Board of County Commissioners

Thursday, December 1, 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. **OFFICER SWEAR IN AND PASSING OF THE GAVEL**
3. **PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS**
  - a. **Proclamation-Ken Fortune**
4. **CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS**  
(3 Minute Limit Please)
5. **CONSENT AGENDA**
  - a. **Vouchers**
  - b. **No Meeting Minutes to Approve**
  - c. **TCEC Letter of Support**

### Attachments:

- **Letter of Support** (SUPPORT\_LETTER-Business\_Organization.docx)

### d. **Small Business Grants-Southern Music Rising**

### Attachments:

- **Southern Music Rising** (SMRF-12102015061943.pdf)

## 6. **GENERAL BUSINESS**

### a. **Comp Plan Map Change-Road Dept.**

### Attachments:

- **Application** (Road\_Dept.\_Application.pdf)
- **Statement of Purpose** (Road\_Dept.\_Statement\_of\_Purpose.pdf)
- **FLUM** (Road\_Dept.\_FLUM\_Amendment.11-11-22\_\_002.\_EJR\_.docx)
- **Map** (Road\_Dept\_Map.jpg)
- **SKetch Description** (JCBOCC\_ROAD\_DEPT\_SKETCH\_OF\_DESCRIPTION.pdf)

### b. **Comp Plan Map Change-Industrial Park**

### Attachments:

- **Application** (Industrial\_Park\_Application.pdf)
- **Statement of Purpose** (Industrial\_Park\_Statement\_of\_Purpose.pdf)
- **FLUM** (Industrial\_Park\_FLUM\_Amendment.11-11-22.\_EJR.docx)
- **Map** (Industrial\_Park\_Map.jpg)

- **Map-2** (Industrial\_Park\_Map-2.jpg)

**c. Comp Plan Proposal for EAR Review-The Planning Collaborative**

**Attachments:**

- **TPC** (TPC\_for\_Jefferson\_County\_Plan\_Evaluation.pdf)

**d. Road Abandonment-Eighth Street**

**Attachments:**

- **Abandonment** (ROW\_Abandonment.11-17-22.docx)

**e. Ashville VFD**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Ashville\_VFD\_Resolution.doc)
- **Transfer** (VFD\_Transfer.pdf)
- **Closing** (VFD\_Closing\_Affidavit\_11-2-22.pdf)
- **Resolution** (Resolution\_Accepting\_deed\_Ashville\_Area\_Vol\_Fire\_Dept.docx)

**f. TS Nicole Ratification**

**Attachments:**

- **Ratification** (Nicole\_Local\_Declaration\_Ratification.docx)

**g. Emergency Management POD/MOU**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_POD\_MOU.doc)
- **MOU** (Point\_of\_Distribution\_MOU.docx)

**h. Public Hearing Emergency Management Ordinance**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Emergency\_Mgmt\_PH.doc)
- **Ordinance** (Draft\_Emergency\_Mgmt\_Ordinance\_v3.11-18-22.docx)

**i. SaferWatch MOA**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_SaferWatch.doc)
- **MOA** (SaferWatch\_MOA\_Jefferson\_County.docx)

**j. CIGP Agreement: CR 158A Old Lloyd Rd Resurfacing Project (451753-1-34-01)**

**Attachments:**

- **CIGP Agreement** (Draft\_Agreement\_with\_Exhibits.pdf)
- **CIGP Resolution** (CIGP\_RESOLUTION.docx)

**k. BSCOP Agreement: CR 146 Ashville Hwy (451309-1-)**

**Attachments:**

- **BSCOP Draft** (451309-1\_CR\_146\_Ashville\_Hwy\_Jefferson-BSCOP-Draft.pdf)
- **SCOP Resolution** (SCOP\_RESOLUTION.docx)

**I. SCOP Agreement: CR 259 Wakeenah (438366-2)****Attachments:**

- **SCOP Agreement** (G2C93\_Draft\_Agreement\_with\_Exhibits.pdf)
- **SCOP Resolution** (SCOP\_RESOLUTION\_Wakeenah.docx)

**m. DEO US-19 Sewer Project****n. Committee Assignment Updates****Attachments:**

- **ARPC Appointee** (Jefferson\_Appt\_Form\_22.23.pdf)
- **Boards and Committees** (Boards\_and\_Committees\_2020-2021.xlsx)

**7. CLERK OF COURTS****8. COUNTY ENGINEER****9. COUNTY ATTORNEY****a. Opioid Settlement-Walmart****Attachments:**

- **Cover Letter** (Attorney\_Agenda\_Item\_-\_Opioid\_Settlement\_Walmart.doc)
- **Participation Form** (Attorney\_Agenda\_Item\_-\_Participation\_Form\_Walmart.pdf)

**b. Informational Report on Solicitations for Services Needed During Declared Emergencies****Attachments:**

- **Cover Letter** (Agenda\_Item\_Emergency\_Management\_Procurement.doc)

**10. COUNTY MANAGER****11. COUNTY COMMISSIONERS****12. 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 is a place 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.

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](http://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.*



# BOARD OF COUNTY COMMISSIONERS

## JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

**Chris Tuten**

District 1

**Gene Hall**

District 2- Chair

**J T Surles**

District 3

**Betsy Barfield**

District 4-Vice Chair

**Stephen Walker**

District 5

Ms. Katie Smith  
Florida Department of Economic Opportunity  
107 East Madison Street  
Tallahassee, FL 32399-4120

RE: Letter of Support-TCEC's Application for Broadband Opportunity Grant

Dear Ms. Smith,

As residents of Jefferson County and Commissioners for the Jefferson County Board of County Commission, we have witnessed the need for high-speed broadband services in our communities. Too many residents and businesses suffer from the lack of internet reliability and speed that are critical to the success in today's environment. The past several years have exemplified the fact that access to high-speed broadband is not a luxury, but a necessary utility, much like water and electricity. Whether it is a child trying to complete homework online, an elderly neighbor needing to see their doctor using telehealth, or an employee working remotely from their home, this deficiency of critical infrastructure results in a continued hardship for our citizens and community.

As County Government it is not only our duty but our main priority to always find the best ways to support and provide for our residents. The broadband initiative is at the top of that priority list. During the battle with Covid-19 and limited physical interaction over these last couple of years, it has become very clear that technology standards are of the utmost importance for not only our businesses but our resident's everyday way of life and being a rural community, Jefferson County especially struggles with providing basic technology services.

It is our understanding that Tri-County Electric Cooperative, Inc. (TCEC) is applying for infrastructure funding assistance through Florida's Broadband Opportunity Program. TCEC has shown immense capacity and commitment to construct, deploy, and operate a high-speed broadband network that will provide symmetrical gigabit service to the citizens of our community. The benefit of this network presents an opportunity the citizens and community to be able to fully participate in a vital aspect of everyday life.

We fully support Tri-County Electric Cooperative's grant application and hope that the state supports them as well by providing financial assistance for this much needed service.

Respectfully Submitted,

Chairman of the Board

**Kirk Reams**

Clerk of Courts

**Shannon Metty**

Interim County Coordinator

**Heather Encinosa**

County Attorney

## SMALL GRANT PROGRAM

### APPLICATION

Thank you for your interest in Jefferson County's Small Grant Program. Our goal is to provide support for activities and initiatives that encourage economic development and enhance the quality of life in our community.

Please complete this application (typewritten applications are preferred) and return it to the County Coordinator's office at least 60 days prior to the date on which the funds are needed.

The process for evaluation of applications is as follows:

1. Within 30 days of receipt of a completed application, the Small Grant Program Review Committee will meet to evaluate the application. This meeting will be advertised and open to the public. You will be personally notified of the meeting and invited to have an open discussion with the Committee regarding your project. This will be the only forum in which your application will be discussed.
2. The Committee's evaluation and recommendation will be forwarded to the Board of County Commissioners and placed on the Consent Agenda for the next available meeting (but no later than 30 days following the Review Committee's meeting). You will receive notice of the meeting. However, there will be no further input or discussion and the Board will either accept or reject the Committee's recommendation.
3. The County Coordinator will notify applicants of the County Commission's decision regarding the grant request.
4. If your funding request is granted, you are required to submit a report outlining the development, implementation and overall assessment of the project or event. Please provide as many details as possible to assist the Review Committee and County Commission in evaluating the impact of the project or event. This report should be submitted to the County Coordinator's office no later than 30 days following the completion of the project or event.

Project name: Southern Music Rising Festival

Organization name: Foundation for the Preservation of American Music – SOUTHERN MUSIC RISING

Type of organization (charitable, 501(c)(3), etc.) 501C-3

Name, address, telephone number and

e-mail address of primary contact: southernmusicrising@yahoo.com  
brendasorensen@embdrqmail.com  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe how the project meets the criteria established for this program. You may create your own narrative or respond by answering the questions below. Please limit your narrative or responses to one page and attach it to this application.

SEE ATTACHED NARRATIVE

Amount of funds requested: \$ 1,500.00

Anticipated project completion date: Nov 5, 2022

Brenda Sorensen  
Signature of Applicant

Treasurer  
Title

Sept 27, 2022  
Date



# JEFFERSON COUNTY PLANNING DEPARTMENT

445 W. PALMER MILL ROAD - MONTICELLO, FLORIDA 32344  
Phone (850) 342-0223 - Fax: (850) 342-0225



## COMPREHENSIVE PLAN MAP AMENDMENT

(Three copies of this application and all attachments are required)

### Applicant/Owner Information:

Owner Name: JEFFERSON Co. B.O.C.C.

Address: 1 COURTHOUSE CIRCLE MONTICELLO, FL. 32344

Phone: 850-342-0223 \*Signed letter of consent from owner required

Location of property:

Address: 1450 S. JEFFERSON STREET MONTICELLO, FL. 32344

Section: 31 Township: 2N Range: 5E

Parcel ID Number(s): 31-2N-5E-0000-0141-0000 <111612>

Size of Property: 7.22 Acres Current Land Use Map Designation: NONE

Requested Land Use Map Designation: MU-B-R

Provide list of property owners within 500 feet, certified by the Property Appraiser's Office.

Adjacent Land Uses on Future Land Use Map

North NONE South CITY B-2

East CITY B-2 West NONE

### Attachments:

- ☒ Print of Aerial Photograph (folded to 8 1/2" x 11") ☐ Legal Description  
☐ Copy of Deed to Property ☐ Vicinity Map  
☒ Statement of Purpose, Scope and Justification, including (at a minimum) statements and supporting material on the following:

- ☒ Proposed Density and/or Intensity of Use
- ☒ Urban Sprawl no
- ☒ Traffic Impacts and Traffic Improvements Needed\*\* nothing
- ☒ Water and Wastewater System Impacts and Improvements\*\* yes
- ☒ Site Suitability yes
- ☒ Stormwater/Drainage Impacts and Improvements\*\* no new duplt
- ☒ Recreation Impacts and Improvements\*\* none
- ☒ Solid Waste Disposal System Impacts and no new duplt
- ☒ Improvements\*\* no
- ☒ Plan Changes Required none

**NOTE: A Consistency Checklist for ALL Comprehensive Plan Elements is required.**

\*\*Applicant's findings regarding the proposed change's consistency with applicable sections of chapter 163, Florida Statutes, and Rule 95-5, Florida Administrative Code. Applicant must include description of improvements necessary to accommodate the changes proposed, along with supporting data, analysis and proposed funding sources for the improvements.



JEFFERSON COUNTY, FLORIDA

PLANNING DEPARTMENT

445 W. PALMER MILL ROAD - MONTICELLO, FLORIDA 32345

Phone (850) 342-0223 - Fax: (850) 342-0225



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## **Parcel Information:**

Parcel Number: 31-2N-5E-0000-0141-0000 (11612)

## **Statement of Purpose:**

This application for a Comprehensive Future Land Use Map Change is being filed by Jefferson County Staff. The above referenced parcel equaling approximately 7.22 acres within current Unzoned Land Use District is being requested for review to change to Mixed Use-Business-Residential Land Use District. The reason for this request is to give clarification to this parcel as it is not currently zoned and is currently being used for business purposes.

In review of this parcel the following information has been concluded:

- Per LDC 9.2.1 Certified mail notification to the surrounding property owners for this proposal was not required as this is a Comprehensive Plan Amendment and is a County-generated request.
- Per LDC 9.2.3 Onsite signage for this proposal was not required as this is a County-generated request.
- The proposed density/intensity of use of this parcel aligns with the surrounding properties and intended use of the Mixed Use-Business Residential/City B-2.
- There will be no Urban Sprawl.
- Traffic impacts and improvements may be needed and reviewed for future development of these parcels, but at this time there will be none as it's usage will not change.
- Water and wastewater system impact and improvements are minimal as there is an existing sewer system in place.
- There is suitability of this site as it has been and will continue to be used within the business sector of South Jefferson Street (South US-19).
- Stormwater/drainage impacts and improvements are currently in place and will not change as there is no new development. Future development of this property will be reviewed for potential impacts.
- There will be no recreational impacts or improvements.
- Solid waste disposal system impacts are currently in place and will not change as there is no new development. Future development of this property will be reviewed for potential impacts.
- There will be no necessary improvements to the parcels for the purpose of this change.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA AMENDING ITS COMPREHENSIVE PLAN 2025; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE JEFFERSON COUNTY COMPREHENSIVE PLAN; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR FILING AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the requirements of the Community Planning Act, Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes (hereinafter “Community Planning Act”), Jefferson County has adopted and has in effect the Comprehensive Plan 2025 (Comprehensive Plan), which includes a Future Land Use Map (FLUM); and

**WHEREAS**, Jefferson County, as the owner of the property identified herein below (totaling approximately 7.22 acres), located within unincorporated Jefferson County, has applied for a small-scale amendment to the Comprehensive Plan FLUM to change the future land use designations for the parcels from Unzoned to Mixed Use Business Residential and

**WHEREAS**, the parcel consists of uplands only and are located both adjacent to, and in close proximity to, other parcels that are also designated as City B-2 and Mixed Use Business Residential, and, as such, is suitable for Business use allowed in the Mixed Use Business Residential FLUM land use category; and

**WHEREAS**, a sufficient basis under the Community Planning Act has been established for re-designating the parcel as MU-B-R; and

**WHEREAS**, Section 163.3198, Florida Statutes, provides for adoption of small-scale amendments to the Comprehensive Plan FLUM, which may be adopted without a hearing transmitting the amendment to the state land planning agency for comment prior to adoption; and

**WHEREAS**, the amendment adopted herein meets all requirements of Section 163.3187, Florida Statutes; and

**WHEREAS**, after due public notice, a public hearing has been conducted by the Jefferson County Planning Commission in its role as the Local Planning Agency, which has recommended that the requested amendment be approved; and

**WHEREAS**, after due public notice, the Board of County Commissioners has held a public hearing, has procedurally complied with the Community Planning Act, and has

determined the re-designating the parcel to MU-B-R is in the public interest and is consistent with the minimum requirements established in the Community Planning Act for amendments to Comprehensive Land Use Plan FLUMs.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. AUTHORITY AND PURPOSE.**

(A) This Ordinance is adopted pursuant to the authority granted to Jefferson County in Sections 163.3184, 163.3187, and 125.66, Florida Statutes.

(B) This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Chapter 163, Part II, Florida Statutes, and Chapter 125, Florida Statutes.

(C) The purpose of this Ordinance is to adopt a small-scale amendment to the FLUM of the Jefferson County Comprehensive Plan to re-designate the parcel identified herein below as MU-B-R.

**SECTION 3. AMENDMENT TO THE FUTURE LAND USE MAP OF JEFFERSON COUNTY COMPREHENSIVE PLAN.**

(A) The FLUM of the Jefferson County Comprehensive Plan is hereby amended as follows:

The Parcel located at 1456 S. Jefferson Street Monticello, Fl. 32344 (approximately 7.22 Acre, Parcel Number 31-2N-5E-0000-0141-0000 (11612)) FLUM Designation hereby changed from Unzoned to MU-B-R, as depicted on Exhibit "A" and described in Exhibit "B."

(B) The FLUM is revised as shown on the FLUM dated \_\_\_\_\_, 2022, which is attached hereto as Exhibit "A."

**SECTION 4. APPLICABILITY AND EFFECT.** The applicability and effect of the Comprehensive Plan shall be as provided by the Community Planning Act and this Ordinance. Except to the extent amended herein, the Comprehensive Plan is hereby ratified, conformed, and remains in full force and effect.

**SECTION 5: SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 6: FILING AND EFFECTIVE DATE.**

(A) A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days of enactment and the Ordinance shall take effect as provided by law.

(B) The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this plan amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Jefferson County this \_\_\_\_ day of November 2022.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Gene Hall  
Chairman, Board of County Commissioners

ATTESTED BY:

\_\_\_\_\_  
Kirk Reams  
Clerk of Courts

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Heather Encinosa  
County Attorney



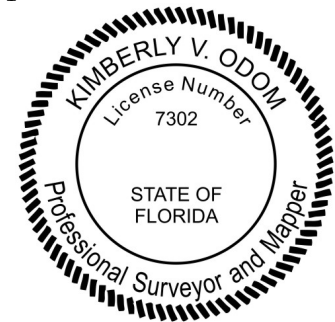
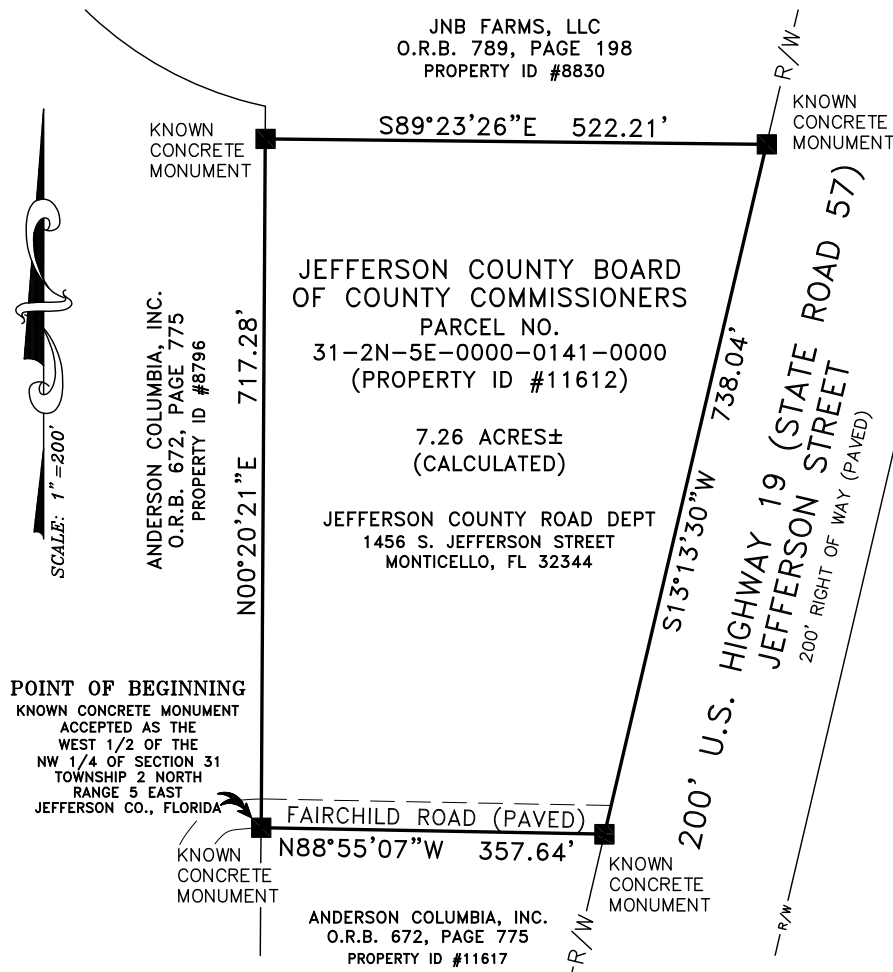


Parcel ID	31-2N-5E-0000-0141-0000	Mailing Address	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS COURTHOUSE ROOM 10 MONTICELLO, FL 32344	Improvement Value	\$207,940	Just Value	\$316,240	Last 2 Sales		
Prop ID	11612	Physical Address	1456 S JEFFERSON ST	Land Value	\$108,300	Assessed Value	\$313,622	Date	n/a	Price
Property Usage	COUNTY			Ag Land Value	\$0	Exempt Value	\$313,622		0	V/I
Acreage	7.22			Ag Market Value	\$0	Taxable Value	\$0			Qual
										n/a

Desc 7.22 ACRES IN W1/2 OF NW1/4 DB XX P 11

(Note: Not to be used on legal documents)

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
LOCATED IN SECTION 31  
TOWNSHIP 02 NORTH, RANGE 5 EAST  
JEFFERSON COUNTY, FLORIDA**



**SURVEYOR'S NOTES**

1. Bearing base and source of information was taken from a previous boundary survey performed by Delta Land Surveyors, Inc., dated June 13, 1988 for J. Sullivan (Job No. 88-132-21).
2. This is not a boundary survey. A boundary survey may reflect different measurements and monumentation than that which is shown.
3. No field work was performed in order to prepare this sketch and new legal description.
4. This drawing is intended to be printed at a scale of 1 inch = 200 feet on a 8.5 inch by 11 inch (letter size) paper.
5. There may be other restrictions of record not shown hereon this plat that are found in the Public Records of Jefferson County, Florida.
6. Information shown on adjacent properties, including land owner names and deed references, were compiled using the latest available data taken from unofficial county public records and shown for informational purposes only. Actual names and references were not verified.
7. Notice of liability: This survey has been prepared for the exclusive use of the entities named hereon. Certification is made to original purchaser, title company & mortgage holder listed hereon. This survey is NOT TRANSFERABLE to additional institutions or subsequent owners and does not extend to any unnamed parties. Any other use, benefit, or reliance by any other party is strictly PROHIBITED AND RESTRICTED without the express written consent of the signing surveyor. Additions or deletions to survey maps or reports by any person other than the signing surveyor shown hereon is strictly prohibited.
8. This sketch and legal description does not determine ownership of property.

**NEW PARCEL DESCRIPTION:**

PARCEL ID NO. 31-2N-5E-0000-0141-0000 (PROPERTY ID 11612)

A parcel of land lying situate within the West half of the Northwest Quarter of Section 31, Township 2 North, Range 5 East, Jefferson County, Florida, being a portion of those lands as described in Deed Book "XX", page 11, LESS LANDS SOLD, and more particularly described as follows:

BEGIN AT a concrete monument accepted as the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 31, Township 2 North, Range 5 East, Jefferson County, Florida and run North 00 degrees 20 minutes 21 seconds East along the section line a distance of 717.28 feet to a concrete monument, thence South 89 degrees 23 minutes 26 seconds East 522.21 feet to a concrete monument on the westerly right-of-way line of U.S. Highway 19 (State Road 57) also known as Jefferson Street, thence South 13 degrees 13 minutes 30 seconds West along right-of-way line a distance of 738.04 feet, thence leaving right-of-way line, run North 88 degrees 55 minutes 07 seconds West 357.64 feet back to the POINT OF BEGINNING.

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

*Kimberly V. Odom* 09/02/22  
Kimberly V. Odom, PSM Date  
Professional Surveyor & Mapper L.S.#7302

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

Scale: 1"=100'  
Drawn by: C. PIET  
Checked by: K.O.  
Dwg. No. 22236



**DELTA LAND SURVEYORS LLC**

CERTIFICATE OF AUTHORIZATION NUMBER L.B.#8482

kimatdelta@gmail.com

275 N. MULBERRY STREET  
MONTICELLO, FLORIDA 32344  
TELEPHONE: (850)997-0301

4510 MAY POP ROAD  
GREENVILLE, FLORIDA 32331  
TELEPHONE: (850)584-2849

SEPT. 1, 2022  
DATE  
22-236-21  
JOB NO.



# JEFFERSON COUNTY PLANNING DEPARTMENT

445 W. PALMER MILL ROAD - MONTICELLO, FLORIDA 32344  
Phone (850) 342-0223 - Fax: (850) 342-0225



## COMPREHENSIVE PLAN MAP AMENDMENT

(Three copies of this application and all attachments are required)

### Applicant/Owner Information:

Owner Name: Jefferson County BOCC

Address: 1 Courthouse Cir Rm 10 Monticello, FL 32344

Phone: (850) 342-0223

\*Signed letter of consent from owner required Location of property:

Address: TBD Industrial Park Dr. Monticello, FL 32344

Section: 12

Township: 1N

Range: 4E

Parcel ID Number(s): 12-1N-4E-0000-006J-0000, 01-1N-4E-0080-0000-0440

Size of Property: 10 acres Current Land Use Map Designation: Mixed Use Business Residential

Requested Land Use Map Designation: Industrial

Provide list of property owners within 500 feet, certified by the Property Appraiser's Office.

Adjacent Land Uses on Future Land Use Map

North MUBR South MUBR

East MUBR West MUBR

### Attachments:

☒ Print of Aerial Photograph (folded to 8 1/2" x 11") ☐ Legal Description

☐ Copy of Deed to Property

☐ Vicinity Map

☒ Statement of Purpose, Scope and Justification, including (at a minimum) statements and supporting material on the following:

- ☒ Proposed Density and/or Intensity of Use
- ☒ Urban Sprawl
- ☒ Traffic Impacts and Traffic Improvements Needed\*\*
- ☒ Water and Wastewater System Impacts and Improvements\*\*
- ☒ Site Suitability
- ☒ Stormwater/Drainage Impacts and Improvements\*\*
- ☒ Recreation Impacts and Improvements\*\*
- ☒ Solid Waste Disposal System Impacts and Improvements\*\*
- ☒ Plan Changes Required

**NOTE: A Consistency Checklist for ALL Comprehensive Plan Elements is required.**

\*\*Applicant's findings regarding the proposed change's consistency with applicable sections of chapter 163, Florida Statutes, and Rule 95-5, Florida Administrative Code. Applicant must include description of improvements necessary to accommodate the changes proposed, along with supporting data, analysis and proposed funding sources for the improvements.

Applicant's signature below certifies that the applicant understands that the Future Land Use Map Amendments may require environmental analysis and other permit approvals before development activity can begin. Call the Planning Office at (850) 342-0223 for more information. **Signatures:**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Date**

Personally Known \_\_\_\_\_ Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
**Other Owner Authorized Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Other Owner Authorized Representative**

\_\_\_\_\_  
**Date**

Personally Known \_\_\_\_\_ Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Signature: Notary Public, State of Florida

FOR STAFF USE ONLY	
Fee payment (See Fee Schedule) - Attach copy of receipt.	
Date of Application and Payment	



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## **Parcel Information:**

Parcel Number: 01-1N-4E-0080-0000-0440 (5311)

Parcel Number: 12-1N-4E-0000-006J-0000 (5915)

## **Statement of Purpose:**

This application for a Comprehensive Future Land Use Map Change is being filed by Jefferson County Staff. The above referenced parcels equaling approximately 9.99 acres within current MU-Bus-Res Land Use District is being requested for review to change to Industrial Land Use District. A preliminary plat has been attached for reference. The reason for this request is to allow this area to be used for future development within the current Jefferson County Industrial Park.

In review of this parcel the following information has been concluded:

- Per LDC 9.2.1 Certified mail notification to the surrounding property owners for this proposal was not required as this is a Comprehensive Plan Amendment and is a County-generated request.
- Per LDC 9.2.3 Onsite signage for this proposal was not required as this is a County-generated request.
- The proposed density/intensity of use of these parcels align with the surrounding properties and intended use of the Industrial Park.
- There will be no Urban Sprawl.
- Traffic impacts and improvements may be needed and reviewed for future development of these parcels, but not at this time.
- Water and wastewater system impact and improvements are minimal as there is an existing sewer system in place.
- There is suitability of this site as it was intended for use within and is part of the existing Industrial Park.
- Stormwater/drainage impacts and improvements are currently minimal as there is an available stormwater pond in the Industrial Park. Future development of this property will be reviewed for potential impacts.
- There will be no recreational impacts or improvements.
- There will be no solid waste disposal system impacts as there is plenty of capacity located at the Aucilla Landfill, according to Mr. John McHugh.
- There will be no necessary improvements to the parcels for the purpose of this change.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA AMENDING ITS COMPREHENSIVE PLAN 2025; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE JEFFERSON COUNTY COMPREHENSIVE PLAN; PROVIDING FOR APPLICABILITY AND EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR FILING AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the requirements of the Community Planning Act, Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes (hereinafter “Community Planning Act”), Jefferson County has adopted and has in effect the Comprehensive Plan 2025 (Comprehensive Plan), which includes a Future Land Use Map (FLUM); and

**WHEREAS**, Jefferson County, as the owner of the property identified herein below (totaling approximately 9.99 acres), located within unincorporated Jefferson County, has applied for a small-scale amendment to the Comprehensive Plan FLUM to change the future land use designations for the parcels from Mixed-Use Business Residential to Industrial; and

**WHEREAS**, the parcel consists of uplands only and are located both adjacent to, and in close proximity to, other parcels that are also designated as Industrial, and, as such, is suitable for Industrial use allowed in the Industrial FLUM land use category; and

**WHEREAS**, a sufficient basis under the Community Planning Act has been established for re-designating the parcel as Industrial; and

**WHEREAS**, Section 163.3198, Florida Statutes, provides for adoption of small-scale amendments to the Comprehensive Plan FLUM, which may be adopted without a hearing transmitting the amendment to the state land planning agency for comment prior to adoption; and

**WHEREAS**, the amendment adopted herein meets all requirements of Section 163.3187, Florida Statutes; and

**WHEREAS**, after due public notice, a public hearing has been conducted by the Jefferson County Planning Commission in its role as the Local Planning Agency, which has recommended that the requested amendment be approved; and

**WHEREAS**, after due public notice, the Board of County Commissioners has held a public hearing, has procedurally complied with the Community Planning Act, and has

determined the re-designating the parcel to Industrial is in the public interest and is consistent with the minimum requirements established in the Community Planning Act for amendments to Comprehensive Land Use Plan FLUMs.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. AUTHORITY AND PURPOSE.**

(A) This Ordinance is adopted pursuant to the authority granted to Jefferson County in Sections 163.3184, 163.3187, and 125.66, Florida Statutes.

(B) This Ordinance is enacted to carry out the purpose and intent of, and to exercise the authority set out in, the Community Planning Act, Chapter 163, Part II, Florida Statutes, and Chapter 125, Florida Statutes.

(C) The purpose of this Ordinance is to adopt a small-scale amendment to the FLUM of the Jefferson County Comprehensive Plan to re-designate the parcel identified herein below as Industrial.

**SECTION 3. AMENDMENT TO THE FUTURE LAND USE MAP OF JEFFERSON COUNTY COMPREHENSIVE PLAN.**

(A) The FLUM of the Jefferson County Comprehensive Plan is hereby amended as follows:

The Parcel located at 66 Industrial Park Road Monticello, Fl. 32344 (approximately 9.99 Acre, Parcel Numbers 01-1N-4E-0080-0000-0440 (5311) AND 12-1N-4E-0000-006J-0000 (5915)), FLUM Designation hereby changed from MU-B-R to INDUSTRIAL, as depicted on Exhibit “A” and described in Exhibit “B.”

(B) The FLUM is revised as shown on the FLUM dated \_\_\_\_\_, 2022, which is attached hereto as Exhibit “A.”

**SECTION 4. APPLICABILITY AND EFFECT.** The applicability and effect of the Comprehensive Plan shall be as provided by the Community Planning Act and this Ordinance. Except to the extent amended herein, the Comprehensive Plan is hereby ratified, conformed, and remains in full force and effect.

**SECTION 5: SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 6: FILING AND EFFECTIVE DATE.**

(A) A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days of enactment and the Ordinance shall take effect as provided by law.

(B) The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after adoption. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this plan amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Jefferson County this \_\_\_\_ day of November 2022.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Gene Hall  
Chairman, Board of County Commissioners

ATTESTED BY:

\_\_\_\_\_  
Kirk Reams  
Clerk of Courts

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Heather Encinosa  
County Attorney









Parcel ID 01-1N-4E-0080-0000-0440	Mailing Address	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS COURTHOUSE ROOM 10 MONTICELLO, FL 32344	Improvement Value	\$0	Just Value	\$13,200	Last 2 Sales Date	12/20/2012	Price	0	V/I	Qual
Prop ID 5311	Physical Address	S JEFFERSON HWY	Land Value	\$13,200	Assessed Value	\$13,200		8/3/2012			I	U
Property COUNTY Usage			Ag Land Value	\$0	Value						I	U
Acreage 2.2			Ag Market Value	\$0	Exempt Value	\$13,200						
					Taxable Value	\$0						

Desc 2.20 ACRES S PT OF LOT 44 MONTICELLO FLA PECAN CO SUBDV A ORB 167 P 75 & 677  
P 167

(Note: Not to be used on legal documents)



## **AGREEMENT BETWEEN JEFFERSON COUNTY AND THE PLANNING COLLABORATIVE**

This Agreement, effective as of the final dated signature, is between **Jefferson County (JC)** and The Planning Collaborative (**TPC**), a land use planning services firm located at 2311 Lee Street in Lynn Haven, FL for the preparation and presentation to Jefferson County those services which are outlined in the proposal attached to this Agreement, specifically an evaluation of the Jefferson County Comprehensive Plan.

### **Article I. TPC basic and additional services**

A. **TPC** basic services to be included in this Agreement shall be those tasks as outlined in the attached Proposal. These include:

1. Task One: Compilation of the evaluation and report of findings of consistency with Florida Statutes since the last full Plan update (2012).

Deliverables – Review of existing documents; evaluation in matrix form of the Jefferson County Goals, Objectives, and Policies (GOPs); provide written report of existing GOPs against the requirements of Florida Statutes.

2. Task Two (optional): Presentation of findings.

Deliverables – Two presentations to the County (to the Planning Commission and Board of County Commissioners, or as decided by the County Manager).

B. Additional services or expenses not included in this Agreement are:

1. Production of maps.
2. Any hard copy documents requested by **JC**. All documents shall be provided digitally in PDF format.

### **Article II. JC's Responsibilities**

A. In a timely manner, **JC**, or an authorized representative (e.g. other Jefferson County consultants), agrees to provide **TPC** with all previously retained information, reports, maps, and other relevant documents to **TPC** in order for **TPC** to provide the requested professional services. It is the responsibility of **JC**, or an authorized representative, to ensure **TPC** has all the required and necessary documentation for an adequate and accurate review.

B. It is understood that Shannon Metty of **JC** shall be the authorized representative that shall be the sole point of contact for **TPC**. This shall include all correspondence and invoicing regarding this Agreement.

### Article III. Estimated Schedule and Project Budget.

- A. **TPC** shall render its services as expeditiously as is consistent with professional skill and care. During the course of this Agreement, anticipated and unanticipated events may impact any performance or hearing schedules. Holiday schedules or occasions of force majeure are not included in the timing of the proposal, and shall be considered accordingly.
- B. **TPC** shall complete and submit the draft report to **JC** staff for review prior to scheduling any public hearings.
- C. The fees for completion of the evaluation report is as follows.

Task Number	Short Description	Planned Dates <sup>1</sup>	Fee
1	Compilation of the Evaluation and Findings of the Plan GOPs	November - January 2023	\$9,000
2	Presentation of Findings	February 2023- March 2023	\$3,000
TOTAL			\$12,000

<sup>1</sup> Dates are anticipated. Meeting schedules, number of municipal and amount of workload for each municipal inclusion, and events of force majeure may delay planned dates.

These fees include those tasks as identified in Article I, Part A. Additional services deemed necessary shall be made as an amendment to this Agreement and shall be considered an addendum.

- D. If the full list of services noted in Article I, Part A are unneeded as determined, **JC** shall terminate this Agreement as outlined in Article V and shall render the amount due to **TPC** that equates to the percentage of services completed.

### Article IV. Compensation and Payments.

- A. The fees noted in Article III, Part C shall be invoiced twice. The first invoice shall be submitted after the completion and final submission of Task 1. The second invoice shall be submitted after the final public hearing.
- B. All payments shall be due within thirty (30) days of receipt of the invoice. Invoices shall be sent to the authorized representative of **JC**. All payments shall be made by check to The Planning Collaborative, submitted to the address noted on the invoice.

### Article V. Termination

- A. Either **TPC** or **JC** may terminate this Agreement upon fourteen (14) days written notice.

- B. If terminated, **JC** agrees to pay **TPC** for all basic and any additional services rendered, if applicable, up to the date of termination. The payment shall be determined by percent complete of the tasks noted herein.

## **Article VI. Dispute Resolution**

- A. **JC** and **TPC** agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation services acceptable to both parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

## **Article VII. Miscellaneous Provisions.**

- A. This Agreement is governed by the laws of the State of Florida.
- B. This Agreement is the entire and integrated Agreement between **JC** and **TPC** and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument by both **JC** and **TPC**.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make sure term or provision enforceable and valid.
- D. Neither **JC** nor **TPC** shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, **TPC** shall not control or be responsible for schedules or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with scheduling mandates.
- F. **JC** agrees to indemnify, defend and hold **TPC** harmless from and against any and all claims, liabilities, suites, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all property or persons, including injuries or death, or economic losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that **TPC** shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by **TPC**'s negligent errors or omissions.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witness' fees as provided by

law. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

- H. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- I. This Agreement shall be signed and returned to **TPC** by November 30, 2022. If not signed and returned by that date, the offer to perform the described services and/or the timeline mentioned herein may, with **TPC's** sole discretion, be amended or the Agreement may be withdrawn and be null and void.

TPC

Jefferson County Board of County Commissioners

\_\_\_\_\_  
Allara Mills Gutchner, Principal

Dated: November 1, 2022

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

# PROPOSAL

October 31, 2022



the planning collaborative

Allara Mills Gutcher, AICP  
Ph: 850.319.9180  
allara@theplanningcollaborative.com

**Prepared for:** Shannon Metty, Jefferson County

**Project:** Review of the Jefferson County Comprehensive Plan/Evaluation and Appraisal

Allara Mills Gutcher, AICP, is a certified land use planner and Principal/Owner of The Planning Collaborative (TPC). She has been a professional planner for almost twenty years and has experience in both the private and public sectors. She most recently was the Planning and Community Development Director for Gadsden County, Florida, and prior to that was the Planning Manager for the City of Panama City, Florida. Allara is a seasoned professional with a wide realm of experience from large long-range projects to parcel-specific analysis and development review. Her work includes over 100 comprehensive plan future land use map amendments, over 50 zoning changes, compatibility analyses for each comprehensive plan amendment completed, and large-scale projects such as the West Bay Sector Plan in Bay County. In addition she has worked on state-wide initiatives such as the integration of the Local Mitigation Plan with the local Comprehensive Plan and as the project manager for the Centers for Disease Control and Prevention funded Planners4Health project.

Overview: A review of the 2025 adopted (dated through April 9, 2013) Jefferson County Comprehensive Plan (Plan) shall be completed against current Florida statutory requirements, and applicable changes to those statutes since the Plan was adopted or last fully updated. Each element of the Plan shall be included in the review, as well as all adopted maps which are part of the Plan. This task does not include any data and analysis to support new policy language, but reviews existing language.

Product: A written report shall be electronically delivered which identifies the current status of the Plan against the requirements of the Florida Statutes (as of July 1, 2022). This report shall include an analysis of where the County may need to update the Plan in order to be consistent with Florida Statutes. This report will enable the County to issue an Evaluation and Appraisal Notification Letter to the Department of Economic Opportunity as required by Section 163.3191, Florida Statutes.

Travel: Two meetings in Monticello are included in this proposal. One to present the findings to the Planning Commission, and one to present findings to the County Commission.

Research Methods/Document Review: All relevant and necessary documents shall be reviewed to prepare the report. These shall include, but are not limited to, the Comprehensive Plan and current Florida Statutes in addition to any relevant Florida Administrative Code requirements.

Timeline: The proposed timeline for the delivery of the report shall be no later than three (3) months from the signing of an Agreement and/or Letter of Engagement.

Submission: The report shall be submitted electronically via email in PDF format and Word format to Jefferson County. This proposal does not include the production of hard copies of materials.

Public Presentations: Two meetings are included in this proposal. At the direction of the County, this can be one meeting with the Planning Commission, and one meeting with the County Commissioners, or two meetings with the County Commissioners. This option may also be removed if necessary.

Cost of analysis and report:

<b>Analysis of the following Elements:</b>	<b>\$9,000.00</b>
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Future Land Use  
Traffic Circulation  
Housing  
Utilities  
Conservation  
Coastal Management  
Recreation and Open Space  
Intergovernmental Coordination  
Capital Improvements

In addition to the Definitions/Acronyms for consistency with Florida Statutes

<b>Two Public Presentations:</b>	<b><u>\$3,000.00</u></b>
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<b>TOTAL:</b>	<b>\$12,000.00</b>
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Payment Terms: TPC shall invoice in two installments to Jefferson County. The first invoice shall be submitted within 30 days after the electronic delivery of the report. The second invoice shall be submitted after the final public presentation. The invoices shall be submitted via electronic mail to the authorized representative.

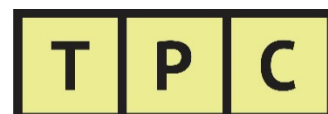
*As noted, this proposal does not include submission of hard copies. All submissions shall be made digitally.*

*If this proposal is accepted, a contract or Engagement Letter shall be entered into with Jefferson County prior to commencement of work.*

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Allara Mills-Gutcher, AICP

The Planning Collaborative  
2311 Lee Street  
Lynn Haven, FL 32444



the planning collaborative

[www.theplanningcollaborative.com](http://www.theplanningcollaborative.com)

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, CLOSING AND/OR ABANDONING A PORTION OF EIGHTH STREET WITHIN THE SPRINGDALE PECAN COMPANY SUBDIVISION IN JEFFERSON COUNTY; PROVIDING CERTAIN FINDINGS; PROVIDING FOR PUBLICATION AND RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Sections 336.09 and 336.10, Florida Statutes, authorize the Jefferson County Board of County Commissioners to close and abandon roadways within the County by resolution after holding a duly noticed public hearing; and

**WHEREAS**, in furtherance of the authority granted by Sections 336.09 and 336.10, Florida Statutes, Sections 9.12.7 through 9.12.9 of the Jefferson County Land Development Code, provides procedures for the consideration and abandonment of roadways within the County; and

**WHEREAS**, in accordance with these relevant procedures, the Jefferson County Board of County Commissioners (“Board”) has advertised to consider a request for the closing of that portion of Eighth Street lying on the south side of Lot 145 and the north side of Lot 132 of Springdale Pecan Company Subdivision, a subdivision within Jefferson County, Florida recorded in Plat Book “A,” Page 10 , of the Public Records of Jefferson County, Florida (“Roadway”); and

**WHEREAS**, a public hearing to consider the abandonment of the Roadway was noticed for public hearing on December 1, 2022, which notice appeared in the Monticello News on \_\_\_\_\_, 2022, the proof of publication thereof is attached as Exhibit A; and

**WHEREAS**, the Board hereby finds it to be in the public interest to grant the request and adopt this resolution to abandon the Roadway.

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

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. CLOSURE AND ABANDONMENT.**

(A) The Board hereby approves the request to permanently and formally close that portion of Eighth Street lying on the south side of Lot 145 and the north side of Lot 132 of Springdale Pecan Company Subdivision, a subdivision within Jefferson County, Florida recorded in Plat Book “A,” Page 10, of the Public Records of Jefferson County, Florida, and such Roadway is hereby closed and abandoned consistent with the provisions of Sections 336.09 and 336.10, Florida Statutes, and the County relinquishes any claim and ownership of said roadway.

(B) Upon the recordation in the deed records of this Resolution and the proof of publication of the notice of adoption of this Resolution, as required by Sections 3 and 4 below, the interest in the Roadway so abandoned shall be vested in the proper parties in interest in accordance with the provisions of Section 336.12, Florida Statutes.

**SECTION 3. PUBLICATION OF NOTICE OF ABANDONMENT.** The Board's decision to abandon the Roadway shall be noticed in a newspaper of general circulation within the County within thirty (30) days of the adoption of this Resolution, in the form attached hereto as Exhibit B.

**SECTION 4. RECORDING.** This Resolution and the proof of publication of the notice of the Board's decision to abandon the Roadway shall be recorded in the deed records of Jefferson County by the Clerk of Court.

**SECTION 5. 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

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq., County Attorney



**EXHIBIT A**

**PROOF OF PUBLICATION OF PUBLIC HEARING**

**[insert proof of publication from Monticello News]**

## FORM OF NOTICE OF ABANDONMENT

[illegible]

Resolution No. \_\_\_\_\_, which approved this roadway closure and abandonment was adopted at the meeting. These actions are in accordance with Sections 336.09 and 336.10, Florida Statutes, and the Jefferson County Land Development Code.

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 17, 2022

Date Submitted: November 2, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Transfer of Ashville Volunteer Fire Department Property to County

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### **Statement of Issue:**

This agenda item requests Board approval of a Resolution transferring the property of the Ashville Volunteer Fire Department to the County.

### **Background and Analysis:**

The Ashville Volunteer Fire Department, Inc. ("Ashville VFD") is a Florida non-profit corporation that has owned real property in the County since 1986. The original deed vesting ownership in the Ashville VFD provided that the property would revert to Jefferson County "if [Ashville VFD] should cease using the subject premises directly in conjunction with providing fire protection service to the area..." The Ashville VFD has stopped using the property for these purposes and therefore the property should revert to County ownership. The Ashville VFD has executed a statutory warranty deed and the closing affidavit, both of which are attached hereto.

The original deed notes that "so long as the subject property is not classified by the County as excess lands (surplus) or otherwise designated for disposal or private use" the property will remain in the County's possession. In the event the subject property is classified as surplus, the deed provides that it will revert to the original owner, the Aucilla Shores Partnership.

### **Options:**

1. Approve the Resolution Accepting the Ashville VFD Deed and authorize the recording of the deed into the official records of the County.
2. Do Not Approve the Resolution Accepting the Ashville VFD Deed.
3. Board Direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Statutory Warranty Deed
2. Closing Affidavit

3. Resolution Accepting the Ashville VFD Deed

**THIS DEED IS EXEMPT FOR  
DOC STAMP TAXES PURSUANT TO  
§ 201.02(6), Florida Statutes  
RETURN TO:**

Kerry A. Parsons, Esq.  
Nabors Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, FL 32308  
(850) 224-4070  
Parcel ID: 11-2N-6E-0000-0021-0000  
Jefferson County

Space Above Line for Recorder's Use Only

**STATUTORY WARRANTY DEED**

~~Whereby~~ **THIS STATUTORY WARRANTY DEED**, effective as of the 2<sup>nd</sup> day of September, 2022 by Ashville Area Volunteer Fire Department, Inc. a Florida non-profit Corporation, whose mailing address is 344 E Duckpond Drive, Greenville, FL 32331, the "Grantor", to Jefferson County, a political subdivision of the state of Florida, whose mailing address is 1 Courthouse Circle, Monticello, FL 32344, the "Grantee." (Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals and the successors and assigns of organizations).

**WITNESSETH:** that the Grantor for the parcel described below and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Jefferson County, Florida, viz:

Begin at an iron pipe marking the intersection of the East boundary of lot 11 of Ashville Highland - Phase 2 as recorded in Plat Book B Page 43 of the Public Records of Jefferson County, Florida, and the South right-of-way of County Road 146 and run South 00 degrees 23 minutes 44 seconds East (bearing base) along the East boundary of said lot 11, 161.50 feet to an iron pipe, thence run North 89 degrees 36 minutes 16 seconds East along North boundary of said lot 11, 99.01 feet, thence run North 00 degrees 09 minutes 34 seconds West 161.50 feet to a point on the South right-of-way line of of said County Road 146, thence run South 89 degrees 36 minutes 16 seconds West along said right-of-way line 99.67 feet to the POINT OF BEGINNING. Said tract of land being located in Section 11, Township 2 North, Range 6 East, Jefferson County, Florida.

**TOGETHER WITH** all the tenements, hereditaments, and appurtenances belonging or in any way appertaining thereto, subject to the reversionary interest set forth in Official Records Book 153, Page 151, public records of Jefferson County, Florida, so long as the property is not classified by the County as surplus lands or otherwise designated for disposal or private use at which point said property may revert.

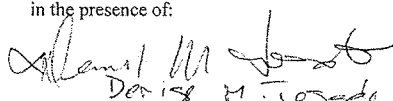
**TO HAVE AND TO HOLD**, the same in fee simple forever.

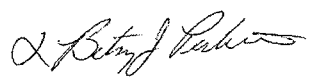
**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; that said land is subject to all matters of record and taxes for the current year.

**IN WITNESS WHEREOF**, the Grantor executes these presents in favor of the Grantee on the day and year first above written.

**ASHVILLE AREA VOLUNTEER  
FIRE DEPARTMENT, INC.**

**Signed, sealed and delivered  
in the presence of:**

  
Dennis M. Jones  
chief  
Witness: Eden Jones  
Print Name: Eden Jones

  
Betty J. Perdierra  
Print Name: Betty J. Perdierra  
Print Title: Director

Witness 2 Pamela Sue Evans  
Print Name: Pamela Sue Evans

STATE OF FLORIDA  
COUNTY OF Jefferson

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online  
notarization this 2nd day of November 2022 by Donise Tosado & Betsy Portiera  
Chief & Director on behalf of the Ashville Area Volunteer Fire Department, Inc. ☐ who is  
personally known to me or ☐ who has produced a Florida driver's license as identification.

Signature of Notary Public

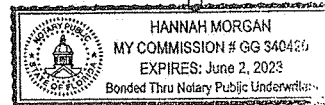
Printed Name of Notary Public:

Commission Number:

Expiration of Commission

(Notary Stamp)

1 of 2



**Closing Affidavit**  
**Entity or Fiduciary Donator**  
**Residential/Commercial**

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Deise M. Tinsdale & Betsy Reiter ("Affiant") as Chief & Director of the Ashville Area Volunteer Fire Department, Inc. ("Donator"), who deposes and says under penalties of perjury that:

1. Property. Donator is the owner of certain real property (the "Property") described as:

Begin at an iron pipe marking the intersection of the East boundary of lot 11 of Ashville Highland - Phase 2 as recorded in Plat Book B Page 43 of the Public Records of Jefferson County, Florida, and the South right-of-way of County Road 146 and run South 00 degrees 23 minutes 44 seconds East (bearing base) along the East boundary of said lot 11, 161.50 feet to an iron pipe, thence run North 89 degrees 36 minutes 16 seconds East along North boundary of said lot 11, 99.01 feet, thence run North 00 degrees 09 minutes 34 seconds West 161.50 feet to a point on the South right-of-way line of said County Road 146, thence run South 89 degrees 36 minutes 16 seconds West along said right-of-way line 99.67 feet to the POINT OF BEGINNING. Said tract of land being located in Section 11, Township 2 North, Range 6 East, Jefferson County, Florida.

2. No Lien. There have been no improvements, alterations or repairs to the Property during the last ninety (90) days, for which the cost thereof remains unpaid.

3. Possession. Donator is in full, exclusive, open, peaceful and undisputed possession of the Property, and there are no tenants, guests, licensees or other parties in or on any part of the Property, and there are no tenants, guests, licensees or other parties in or on any part of the Property.

4. Personal Property. The personal property contained in the improvements on the Property, or on the premises, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever.

5. Unrecorded Easements. There are no unrecorded easements, claims of easements or rights of way affecting all or any portion of the property.

6. Donator's Existence and Affiant's Authority. The Donator is active and in good standing, no proceeding is pending for its dissolution or termination and Affiant is its duly appointed and serving fiduciary with authority to bind the Donator. Affiant gives this affidavit on individual knowledge and on behalf of the Donator.

7. Pending Actions. There are no violations of Municipal or County Ordinances affecting the Property and there are no actions or proceedings now pending in any State or Federal Court to which the Donator is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property now pending.

8. Title Exceptions. There are no judgments, mortgages, encumbrances or



liens of any nature affecting the Property.

9. Tax Re-Proration. Donor agrees that in the event real estate taxes are owed for the time in which Donor had possession of the property and/or the current real estate property taxes vary in amount from the figures used in making the tax proration used in closing the transfer and conveyance of the Property, a new proration and a correct and proper proration will be made upon demand.

10. Affiant further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

□

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Hannah M. Morgan Betsy Patterson  
(Affiant)

Print Name: Denise M. Tosado + Betsy Patterson

Official Capacity: Chief & Director

Name of Donor: Asheville Area Volunteer Fire Directorate

STATE OF FLA, DA

COUNTY OF Jefferson

The foregoing instrument was sworn to and subscribed before me by

means of ☒ physical presence or

☐ online notarization this 2 day of November, 2022.

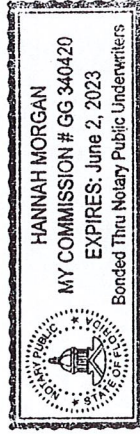
by Denise Tosado / Betsy Patterson who ☒ is personally known or ☐ has produced \_\_\_\_\_ as identification.

Hannah Morgan

Notary Public

Printed Name: Hannah Morgan

My Commission Expires: June 2, 2023



**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, CONSENTING TO, ACCEPTING AND AUTHORIZING THE RECORDING IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY A DEED OF PROPERTY FROM THE ASHVILLE AREA VOLUNTEER FIURE DEPARTMENT, INC. TO JEFFERSON COUNTY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Ashville Area Volunteer Fire Department, Inc. is a Florida non-profit corporation that is winding up its business affairs and as part of its winding up process has reached out to Jefferson County to donate property located at 10108 Ashville Highway, Greenville, FL 32331 via a Statutory Warranty deed (the “deed”); and

**WHEREAS**, the Ashville Area Volunteer Fire Department, Inc. acquired the property via a deed found in Official Records Book 153, Page 151, of the public records of Jefferson County, which requires the property to revert to the County should the property cease being used for providing fire protection service to the area; and

**WHEREAS**, the County having considered the donation at a regular meeting of the Board of County Commissioners finds it in the best interest of the general welfare of the County to consent to and accept the deed, subject to the reversionary interest that should the property be deemed surplus or otherwise designated for disposal or private use it will revert to the grantor or its successor in interest as set forth in Official Records Book 153, Page 151, of the public records of Jefferson County.

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

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

**SECTION 2. CONSENT AND ACCEPTANCE OF DEED.** The Board of County Commissioners hereby consents and accepts the deed from the Ashville Area Volunteer Fire Department, Inc. legally described as follows:

Begin at an iron pipe marking the intersection of the East boundary of lot 11 of Ashville Highland - Phase 2 as recorded in Plat Book B Page 43 of the Public Records of Jefferson County, Florida, and the South right-of-way of County Road 146 and run South 00 degrees 23 minutes 44 seconds East (bearing base) along the East boundary of said lot 11, 161.50 feet to an iron pipe, thence run North 89 degrees 36 minutes 16 seconds East along North boundary of said lot 11, 99.01 feet, thence run North 00 degrees 09 minutes 34 seconds West 161.50 feet to a point on the South

right-of-way line of said County Road 146, thence run South 89 degrees 36 minutes 16 seconds West along said right-of-way line 99.67 feet to the POINT OF BEGINNING. Said tract of land being located in Section 11, Township 2 North, Range 6 East, Jefferson County, Florida.

Common Address: 10108 Ashville Hwy, Greenville, FL 32331  
Property Appraiser Parcel Id: 11-2N-6E-0000-0021-0000

**SECTION 3. AUTHORIZATION TO RECORD THE DEED.** The Board of County Commissioners hereby authorize the Clerk of Courts as Clerk to the Board to record the deed, attached as Exhibit “A” in the official records of the County. It is further acknowledged that the deed is exempt from documentary stamp taxes pursuant to § 201.01(6), Florida Statutes.

**SECTION 4. 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"  
Executed Deed

**JEFFERSON COUNTY, FLORIDA**  
**DECLARATION OF LOCAL STATE OF EMERGENCY**

**WHEREAS**, the weather system presently identified as Tropical Storm Nicole by the National Hurricane Center (“Nicole”) poses a serious potential threat to the residents and property of Jefferson County (“County”); and

**WHEREAS**, it is anticipated that Nicole may cause dangerous hurricane force winds, flooding, and possible tornadoes locally; and

**WHEREAS**, Nicole has the potential for causing substantial damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

**WHEREAS**, the impacts anticipated from Nicole may require the immediate mutual aid assistance from municipal, state, and federal agencies to address any emergency impacts on the citizens of Jefferson County; and

**WHEREAS**, the Governor of the State of Florida, in Executive Order 22-253, declared a state of emergency for certain other counties in the State of Florida; and

**WHEREAS**, Section 252.38(3)(a)5, Florida Statutes, provides authority for a political subdivision such as Jefferson County to declare a state of local emergency and to exercise emergency powers; and

**WHEREAS**, pursuant to Section 252.38(1), Florida Statutes, the Jefferson County Board of County Commissioners (“Board”) has jurisdictional authority to declare local states of emergency for the entire county for emergency management purposes to exercise all statutorily authorized emergency powers to ensure the health, safety, and welfare of the citizens of the County.

**NOW, THEREFORE, BE IT RESOLVED AND DECLARED** by the Board of County Commissioners of Jefferson County, Florida, this 9th day of November 2022:

1. The above recitals are true and correct and incorporated herein by reference.
2. In light of the serious threat to the lives and property of Jefferson County residents posed by Nicole, the Board hereby exercises its authority, and waives the procedures and formalities required by law of a political subdivision, as provided in Section 252.38(3)(a)5, Florida Statutes, by declaring a state of local emergency.
3. The state of local emergency shall exist as of \_\_\_\_\_ A.M. on this 9th day of November 2022, for all territory within the legal boundaries of Jefferson County as established in Section 7.33, Florida Statutes, including all unincorporated and all incorporated areas.

4. The provisions of the County's Comprehensive Emergency Management Plan ("CEMP") relating to this type of event shall be implemented in accordance with the Emergency Management Interlocal Agreement between the County and the Jefferson County Sheriff's Office.

5. The provision of this Declaration shall remain in effect for a period of seven (7) days, unless terminated earlier by the Board or the Chair of the Board.

JEFFERSON COUNTY FLORIDA:

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Gene Hall, Chairman

ATTEST:

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Kirk Reams, Ex Officio  
Clerk to the Board

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 17, 2022

Date Submitted: November 8, 2022

To: Honorable Chairman and Members of the Board

From: Paula Carroll, Director, Jefferson County Sheriff's Office  
Division of Emergency Management

Subject: Request Board Approval of Jefferson County Emergency Management Point of Distribution Site Memorandum of Understanding among Jefferson County, Sheriff, and Department of Health

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### **Statement of Issue:**

This agenda item requests Board approval of a Jefferson County Emergency Management Point of Distribution Site Memorandum of Understanding (MOU) among Jefferson County, Sheriff, and Department of Health.

### **Background:**

The County, Sheriff, and Department of Health have various responsibilities related to Point of Distribution (POD) Sites, the location for distribution of resources to the public, including food and water, in the event of a declared emergency. Based on distribution models and other pertinent documents like United States Census Data, Jefferson County has historically designated one POD Site, the Jefferson County R.J. Bailar Public Library. This designation is reevaluated annually.

### **Analysis:**

The MOU designates the Jefferson County R.J. Bailar Public Library as the POD Site for Jefferson County and provides its geographic coordinates. The MOU provides for the County and Sheriff to provide staff for the site in accordance with the Jefferson County Comprehensive Emergency Management Plan (CEMP), and the Jefferson County POD Plan referenced therein. The MOU provides that the Sheriff is responsible for reporting responsibilities related to the POD Site and that the POD Site will also serve as the Department of Health's Point of Dispensing Site, the distribution location of Strategic National Stockpile medications and/or immunizations in the event of a public health emergency. The MOU provides for a period of one year.

### **Options:**

1. Approve Jefferson County Emergency Management Point of Distribution Site Memorandum of Understanding among Jefferson County, Sheriff, and Department of Health.
2. Do Not Approve Jefferson County Emergency Management Point of Distribution Site Memorandum of Understanding among Jefferson County, Sheriff, and Department of Health.
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Jefferson County Emergency Management Point of Distribution Site Memorandum of Understanding among Jefferson County, Sheriff, and Department of Health



**JEFFERSON COUNTY EMERGENCY MANAGEMENT  
POINT OF DISTRIBUTION SITE  
MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (MOU) is entered into among Jefferson County (County), the Jefferson County Sheriff's Office (Sheriff), and the Florida Department of Health (Department), collectively, the Parties.

**WHEREAS**, the County, Sheriff, and Department have various responsibilities related to Point of Distribution (POD) Sites, the location for distribution of resources to the public, including food and water, in the event of a declared emergency; and

**WHEREAS**, the County Emergency Management Preparedness and Assistance Grant (EMPA) requires all grant recipients to upload current POD Site information to the internet-based State Emergency Response Team (SERT) Incident Management Application; and

**WHEREAS**, based on distribution models and other pertinent documents like United States Census Data, Jefferson County has identified the Jefferson County R.J. Bailar Public Library as its POD Site.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. In the event of a declared emergency as set forth in the Comprehensive Emergency Management Plan (CEMP), the Jefferson County R.J. Bailar Public Library will serve as the POD Site for Jefferson County. The Jefferson County R.J. Bailar Public Library is located at the following address and geographic coordinates:

375 South Water Street	30.5435013
Monticello, FL 32344	-83.8753751

2. County and Sheriff, under the terms of the Emergency Management Interlocal Agreement dated June 3, 2021 (Interlocal Agreement), will provide logistics and staffing for the POD Site in accordance with the CEMP and the Jefferson County Points of Distribution (POD) Plan referenced therein.
3. In accordance with the Interlocal Agreement, Sheriff is responsible for all reporting responsibilities of the County in relation to the POD Site.
4. The POD Site will also serve as the Department's Point of Dispensing Site, the distribution location of Strategic National Stockpile medications and/or immunizations in the event of a public health emergency.
5. This MOU shall be effective beginning on its effective date and continuing for a period of one (1) year, at which time the parties shall revisit their obligations hereunder.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES FOLLOW.**

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals and caused this MOU to be executed effective as of the date last written below.

**JEFFERSON COUNTY**

**ATTEST:**

\_\_\_\_\_  
Kirk Reams  
Jefferson County Clerk

\_\_\_\_\_  
Gene Hall, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Heather J. Encinosa, Esq.  
County Attorney

**FLORIDA DEPARTMENT OF HEALTH**

\_\_\_\_\_  
Kimberly Allbritton, Health Officer/Administrator  
Florida Department of Health - Jefferson County

Date: \_\_\_\_\_

**JEFFERSON COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Alfred "Mac" McNeill, Sheriff

Date: \_\_\_\_\_

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: December 1, 2022

Date Submitted: November 18, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Public Hearing to Consider Adoption of an Ordinance Establishing Procedures for Emergency Management

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### **Statement of Issue:**

This agenda item requests Board hold a public hearing and adopt an ordinance creating a new chapter 31 of the Code establishing procedures for Emergency Management.

### **Background:**

At the special board meeting regarding Hurricane Ian, the Board indicated a desire to have an ordinance in place that would allow emergencies to be declared absent a board meeting if a quorum could not meet.

Following review of the existing Comprehensive Emergency Management Plan, and in the absence of any ordinance setting forth any such procedures related to emergency management in the existing Code, the office of the County Attorney determined that adoption of an ordinance is advisable to ensure emergency management in Jefferson County is conducted in accordance with applicable law.

The Jefferson County Sheriff's office and county management have reviewed and provided input on this proposed ordinance.

### **Analysis:**

The proposed ordinance can be summarized as follows:

- Provides for the suspension of regular county services provided by the County in the event of a declared emergency.
- Establishes emergency powers of the County
- Empowers the chairperson of the board of county commissioners, or in the absence of the chair, the vice-chairperson, the commissioner with the most years of service, or the county manager, in that order, to declare a local state of emergency whenever that person shall determine that a natural, technological, or manmade disaster, or emergency has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action.

- Provides that states of emergency will continue for seven days and may be extended in seven-day increments.
- Formally establishes the county division of emergency management and provides for the division to have an appointed director. The Jefferson County Sheriff's Office will continue in this role under the existing interlocal agreement.
- Provides for certain emergency measures that may be set forth in a proclamation declaring a state of emergency.
- Codifies mandatory reporting of certain incidents pursuant to Section 252.35, Florida Statutes.
- Sets forth statutory duties for registry of special needs persons as set forth in Section 252.355, Florida Statutes.
- Provides for penalties for violation of the ordinance.
- Prohibits unconscionable prices during shortages created during declared emergencies in compliance with Section 501.160 and Chapter 501, Part II, Florida Statutes, known as the Florida Deceptive and Unfair Practices Act.

**Options:**

1. Hold a Public Hearing and Adopt the Ordinance Establishing Procedures for Emergency Management.
2. Do Not Approve Hold a Public Hearing and Do Not Adopt the Ordinance Establishing Procedures for Emergency Management.
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Establishing Procedures for Emergency Management

**ORDINANCE NO. 22-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO EMERGENCY MANAGEMENT; CREATING CHAPTER 31 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ESTABLISHING PROCEDURES FOR EMERGENCY MANAGEMENT; PROVIDING A TITLE, LEGISLATIVE AUTHORIZATION, INTENT, TERRITORY EMBRACED, AND CERTAIN DEFINITIONS; AUTHORIZING EMERGENCY POWERS TO TEMPORARILY STOP REGULAR COUNTY MUNICIPAL SERVICES; PROVIDING FOR EMERGENCY POWERS OF THE COUNTY; EMPOWERING CERTAIN OFFICIALS AND COUNTY MANAGER TO DECLARE LOCAL EMERGENCIES AND PROVIDING FOR THE LENGTH OF SUCH DECLARATION; ESTABLISHING THE COUNTY DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR ACTIVATION OF DISASTER EMERGENCY ACTIVITIES; REQUIRING MANDATORY REPORTING OF CERTAIN INCIDENTS; PROVIDING FOR REGISTRY OF PERSONS WITH SPECIAL NEEDS; PROHIBITING IMPOSITION OR DEMAND OF EXORBITANT OR EXCESSIVE PRICE DURING SHORTAGES CREATED DURING DECLARED EMERGENCIES; PROVIDING CONSTRUCTION AND PENALTIES FOR VIOLATIONS; PROVIDING FOR INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Jefferson County Board of County Commissioners (“Board”) is authorized to exercise governmental powers pursuant to Article VIII of the Florida Constitution and Section 125.01, Florida Statutes; and

**WHEREAS**, Part I of Chapter 252, Florida Statutes, known as the State Emergency Management Act, sets forth government control and coordination of emergency operations in emergencies through the Division of Emergency Management and the political subdivisions of the state; and

**WHEREAS**, Section 252.38(1), Florida Statutes, provides Florida counties with emergency management powers and certain responsibilities for safeguarding the life and property of citizens; and

**WHEREAS**, the Board hereby finds that it is in the interest of the public health, safety, and general welfare of the citizens of Jefferson County to enact an ordinance establishing emergency management procedures in Jefferson County.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. FINDINGS.** The above recitals are true and correct and hereby incorporated herein by reference.

**SECTION 2. CREATION OF CHAPTER 31 OF THE JEFFERSON COUNTY CODE OF ORDINANCES.** The Board hereby creates Chapter 31 of the Jefferson County Code of Ordinances, entitled "Emergency Management," to read as follows:

### **Chapter 31 – Emergency Management Procedures**

#### **Article I – General Provisions**

**Sec. 31-1. – Short Title.** This article shall be known as the "Emergency Management Ordinance of Jefferson County, Florida."

**Sec. 31-2. – Legislative authorization.** This article is enacted in the interest of the public health, safety, and general welfare of the citizens and inhabitants of Jefferson County, Florida, pursuant to the State Emergency Management Act.

**Sec. 31-3 – Intent.** The intent of the board of county commissioners, in adopting this article is to:

- (a) Protect and safeguard the safety, health, and welfare of the people of the county;
- (b) Designate a county official to declare a local state of emergency in the event of a natural, technological, or manmade disaster or emergency, or in the imminent threat thereto, and to authorize certain actions relating thereto when a quorum of the board of county commissioners fails to act; and
- (c) Formally establish and create the county division of emergency management that will ensure the complete and efficient utilization of all county resources to prepare for and combat disasters as defined herein and will conform to the provisions of Chapter 252, Florida Statutes.

**Sec. 31-4. – Territory embraced.** This article shall be effective in all of Jefferson County including within any incorporated municipalities of the county pursuant to Section 252.38(1)(a), Florida Statutes.

**Sec. 31-5. – Definitions.** The following words, terms, and phrases when used in this Chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Comprehensive Emergency Management Plan* means the Jefferson County Comprehensive Emergency Management Plan required under Section 252.38, Florida Statutes.

(b) *Disaster* means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, or the governor, or the President of the United States. Disasters shall be identified by the severity of resulting damage, as follows:

(1) *Catastrophic disaster* means a disaster that will require massive state and federal assistance, including immediate military involvement.

(2) *Major disaster* means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

(3) *Minor disaster* means a disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for state or federal assistance.

(c) *Emergency* means any occurrence, or threat thereof, whether natural, technological or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(d) *Emergency Management* means the preparation for, the mitigation of, the response to and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to:

(1) Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural, technological or manmade emergencies, catastrophes or hostile military or paramilitary action.

(2) Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies, rescue, care and treatment of persons victimized or threatened by disaster.

(3) Response to emergencies using all systems, plans and resources necessary to preserve adequately the health, safety and welfare of persons or property affected by the emergency.

(4) Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.

(5) Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.

(6) Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.



(e) *Emergency operations center (EOC)* means the pre-established, secured, and protected facility from which Jefferson County coordinates, monitors, and directs countywide emergency response and recovery activities during a threat of or an actual disaster, as set forth in the Comprehensive Emergency Management Plan.

(f) *Emergency Order* means an order issued or enacted by the County in response to an emergency pursuant to this Code, Chapter 252 Florida Statutes or Chapter 381 Florida Statutes that limits the rights or liberties of individuals or businesses within the political subdivision.

(g) *State Emergency Management Act* means Part I of Chapter 252, Florida Statutes, or its statutory successor in function.

#### **Sec. 31-6. – Emergency Powers to Temporarily Stop Regular County Municipal Services**

In the event the declaration of local state of emergency has been declared for Jefferson County by the county pursuant to article II of this chapter of code, or by the Governor of Florida or by the President of the United States of America and the nature of the emergency warrants it, the requirements of this Code, for regular county municipal services may be suspended such services for the duration of the emergency and the period of time thereafter reasonably necessary to restore the county's usual process of those municipal services. In such event, the county shall take precautions reasonable under the circumstances to protect the health, safety and welfare of the residents of the County.

#### **Sec. 31-7 – Emergency Powers of the County**

(a) In carrying out the provisions of Sections 252.31-252.90, Florida Statutes, the County shall have the power and authority:

(1) To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

(2) To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

(3) To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(4) To assign and make available for duty the offices and agencies of the political subdivision, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision.

(5) To request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- h. Appropriation and expenditure of public funds.

**Sec. 31-8 to 31-15 – Reserved.**

**Article II – Emergency Management Procedures.**

**Sec. 31-16. – Person empowered to declare a local state of emergency.**

(a) Pursuant to Section 252.38, Florida Statutes, which authorizes the waiver of procedures and formalities otherwise required of political subdivisions to take whatever prudent actions are necessary to ensure the health, safety, and welfare of the community in the event of an emergency, when a quorum of the board of county commissioners is unable to meet, the board of county commissioners does hereby designate the following officers or employees to act on behalf of the county as the designated county official:

- (1) the chairperson of the board of county commissioners; or in his or her absence,
- (2) the vice-chairperson; or in his or her absence,
- (3) the commissioner present with the most years of service as a commissioner; or in his or her absence,

(4) the county manager.

(b) The designated county official is hereby empowered to declare a local state of emergency whenever that person shall determine that a natural, technological, or manmade disaster or emergency has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action. A local state of emergency proclamation issued by shall automatically implement the remaining provisions of this article effective when reduced to writing and filed with the clerk or in his or her absence, the recorder of the emergency meeting.

(c) Pursuant to Section 252.46(3), Florida Statutes, once an emergency is declared by the County, it shall be the responsibility of the division of emergency management to have a copy readily available on a dedicated webpage accessible on the County's homepage.

**Sec. 31-17. – Length of a state of emergency.** A state of emergency shall continue for seven days and may be extended in seven-day increments as necessary or until the designated county official or employee set forth in Section 31-16 of the Jefferson County Code of Ordinances finds that the threat or danger no longer exists or until a meeting of a quorum of the board of county commissioners can take place and terminate the state of emergency proclamation.

**Sec. 31-18. – Establishment of the county division of emergency management.** There is hereby created and established the county division of emergency management.

(a) Such division shall have a director appointed by the board of county commissioners. The director shall be responsible for the organization, administration, and operation of the division. The director shall coordinate emergency management activities, services, and programs within the county and shall serve as liaison with the state division of emergency management and other local emergency management agencies and organizations.

(b) The county division of emergency management is responsible for the following non-exhaustive list of duties:

(1) Develop a county Comprehensive Emergency Management Plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(2) Serve as the coordinating agency for all activity in connection with disaster planning and operations; it will be the instrument through which the county officials may exercise the authority to discharge the responsibilities vested in them under the law.

(3) Perform emergency management functions within the territorial limits of the county and such activities outside its territorial limits as are required pursuant to Sections 252.31 through 252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements.

(4) Serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

(5) During a declared state or local emergency, request to that the district school board or boards in an affected area participate in emergency management by providing facilities and personnel necessary to staff such facilities and coordinate use of school board vehicles and personnel when school board provides transportation assistance.

(6) Establish, as necessary, a primary and one or more secondary emergency operations centers in the Comprehensive Emergency Management Plan.

(7) If the county division of emergency management maintains designated shelters, it must also designate a shelter that accommodate persons with pets. The shelter must be in compliance with applicable FEMA Disaster Assistance Policies and Procedures with safety procedures regarding the sheltering of pets established in the shelter component of both the county Comprehensive Emergency Management Plan and the state comprehensive emergency management plan.

(8) Develop and prepare mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted for consideration and execution by the board of county commissioners consistent with Section 252.40, Florida Statutes. Such agreements will be sent to the state division of emergency management and shall be consistent with the state comprehensive emergency plan and program, and in time of emergency it shall be the duty of the county division of emergency management to render assistance in accordance with the provisions of such agreements to the fullest possible extent.

#### **Sec. 31-19. – Activation of disaster emergency activities.**

(a) A proclamation, in the form of a resolution, declaring a state of emergency, which also may be known as an emergency order, shall be the authority for taking emergency measures including, but not limited to, the use or distribution of any supplies, equipment, materials, and facilities assembled or arranged to be made available pursuant to the Comprehensive Emergency Management Plan. The proclamation must be narrowly tailored to serve a compelling public health and safety purpose. .

(b) Such emergency measures may include the following actions:

(1) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, explosives, and combustibles.

(2) Establish curfews, including, but not limited to, the prohibition of restrictions on pedestrian, vehicular and marine movement, standing and parking, except for the provision of designated essential services such as fire, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs and emergency calls by physicians.

- (3) Utilize all available resources of the county government as reasonably necessary to cope with the disaster emergency including emergency expenditures.
- (4) Declare certain areas off limits.
- (5) Direct and compel the evacuation of all or part of the population from any stricken or threatened area of the county.
- (6) Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
- (7) Establish emergency operating centers and shelters in addition to or in place of those provided for in the county's emergency plans.
- (8) Declare that during an emergency it shall be unlawful and an offense against the county for any person, firm or corporation to use the fresh water supplied by any water system in the county for any purpose other than cooking, drinking, or bathing.
- (9) Declare that during an emergency it shall be unlawful and an offense against the county for any person, firm or corporation operating within the county to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. As further set forth in Section 31 - 24 below.
- (10) Allow the designated county official as determined in accordance with Section 31-16 of the Jefferson County Code of Ordinances on behalf of the county to call on the National Guard, other law enforcement divisions and state and federal assistance as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue, and traffic control.

**Sec. 31-20. – Mandatory reporting of certain incidents.** As soon as practicable following its initial response to a reportable incident as set forth in Section 252.35, Florida Statutes, as amended, the director of the division of county division of emergency management shall provide notification to the State Watch Office established within the state division of emergency management.

**Sec. 31-21. – Registry of persons with special needs.** In order to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities, the county division of emergency management shall cooperate with the state's maintenance of a registry of persons with special needs within the county. The link to the registration form shall be easily accessible on the county division of emergency management website. Upon receipt of a paper registration form, the county division of emergency management shall enter the person's registration information into the database. All records, data, information, correspondence, and communications relating to the registration of persons with special needs as provided in Section 252.355, Florida Statutes, are confidential and exempt from Section 119.07(1), Florida Statutes, except that such information shall be available to other emergency response agencies, as determined by the director of the county division of

emergency management. Local law enforcement agencies shall be given complete shelter roster information upon request.

**Sec. 31-22. – Construction.** Nothing in this article shall be construed to limit the authority of the board of county commissioners to declare or terminate a state of emergency and take any action authorized by law when sitting in regular or special session.

**Sec. 31-23. – Penalties.**

(a) Any person, firm, or corporation who or which refuses to comply with or violates any section of this article or the emergency measures which may become effective pursuant to this article shall be punished by a fine not to exceed \$500 or imprisonment not to exceed 60 days in the county jail, or both. Each day of continued noncompliance or violation shall constitute a separate offense.

(b) It shall be unlawful for any person, firm or corporation to willfully obstruct, hinder or delay any member of the emergency management division as herein defined in the enforcement of the provisions of this article and shall be punishable by a fine not to exceed \$500 or imprisonment not to exceed 60 days in the county jail, or both.

(c) In addition to the foregoing, any licensee of the county found guilty of violating any provision of this article, or the emergency measures which may become effective pursuant to this article, may have said license suspended or revoked by the board of county commissioners.

(d) Nothing contained herein shall prevent the county from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with or violation of this article or other emergency measures which may become effective pursuant to this article. Such other lawful action shall include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. This section does not apply to section 31-19(b)(5).

**Sec. 31 – 24 – Imposition or demand of exorbitant or excessive price during shortages created during declared emergencies.**

(a) Findings of fact. The Board does hereby find:

(1) During periods of local and state emergency, sources of fuel, medicine, food, building supplies or other necessities are sometimes destroyed, damaged or otherwise severely restricted in supply.

(2) During periods of local and state emergency unscrupulous opportunists may take advantage of the citizens of the County who require the above described necessities to sustain themselves by requiring the payment of excessive or unconscionable prices to provide services and various commodities needed by the victims of a disaster.

(3) The Board finds it appropriate and in the interest of the health, safety and welfare of the citizens of the County to protect potential victims of unscrupulous pricing practices from those that would take advantage of citizens needing services and commodities as a result of a natural or manmade disaster.

(b) As used in this Section:

(1) *Commodity* means any goods, services, materials, merchandise, supplies, equipment, resources, or other article of commerce, and includes, without limitation, food, water, ice, chemicals, petroleum products, and lumber necessary for consumption or use as a direct result of the emergency.

(c) It is prima facie evidence that a price is unconscionable if:

(1) The amount charged represents a gross disparity between the price of the commodity or rental or lease of any dwelling unit or self-storage facility that is the subject of the offer or transaction and the average price at which that commodity or dwelling unit or self-storage facility was rented, leased, sold, or offered for rent or sale in the usual course of business during the thirty (30) days immediately prior to a declaration of a state of emergency, unless the increase in the amount charged is attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or regional, national or international market trends; or

(2) The amount charged grossly exceeds the average price at which the same or similar commodity was readily obtainable in the trade area during the thirty (30) days immediately prior to a declaration of a state of emergency, unless the increase in the amount charged is attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or regional, national, or international market trends.

(d) Prohibition against unconscionable prices.

(1) Upon a declaration of a state of emergency, it is a violation of this Code for a person or his or her agent or employee to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity, including but not limited to, supplies, services, provisions or equipment that is necessary for consumption or use as a direct result of the emergency. This prohibition remains in effect until the direct declaration expires or is terminated.

(2) It is a violation of this Section for any person to impose unconscionable prices for the rental or lease of any dwelling unit or self-storage facility during a period of declared state of emergency.

(3) A price increase approved by an appropriate government agency shall not be in violation of this Section.



(4) This Section shall not apply to sales by growers, producers, or processors of raw or processed food products, except for retail sales of such products to the ultimate consumer within the area of the declared state of emergency.

(5) During a declared emergency and when there is an allegation of price gouging against the person, failure to possess a business tax receipt pursuant to Chapter 205, Florida Statutes, constitutes reasonable cause to detain the person, provided that the detention shall only be made in a reasonable manner and only for a reasonable period of time sufficient for an inquiry into the circumstances surrounding the failure to possess a tax receipt. During a declared emergency, this subsection does not apply to religious, charitable, fraternal, civic, educational, or social organizations.

(e) Enforcement.

(1) All law enforcement agencies, including but not limited to the Jefferson County Sheriff's Office and the Monticello Police Department are hereby authorized to take all necessary legal measures to curtail violations of this Section.

(2) Any person subject to any violation of this Section shall be entitled to seek such relief or remedies as are provided for in Chapter 501, Pt. II, Florida Statutes, or other laws of the State.

(3) Nothing in this Section creates a private cause of action in favor of any person damaged by a violation of this Section.

(f) Incorporation. All sections and provisions of Section 501.160 and Chapter 501, Pt. II, Florida Statutes, known as the Florida Deceptive and Unfair Trade Practices Act, are hereby incorporated by reference.

(g) Penalties. If prosecuted pursuant to this Section, a person shall be punished for a violation of this Code. If action is pursued civilly, any person found to have violated this Section shall be subject to the penalties prescribed in Section 501.164, Florida Statutes, in addition to all other remedies provided by the Florida Deceptive and Unfair Trade Practices Act. Each transaction made in violation of this Section shall be considered a separate offense.

**SECTION 3. INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES.** It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Jefferson County Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered.

**SECTION 4. SEVERABILITY.** Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court or competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS:

\_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Kirk Reams, Ex Officio  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, County Attorney

# Board of County Commissioners

## Agenda Request

Date of Meeting: November 17, 2022

Date Submitted: November 8, 2022

To: Honorable Chairman and Members of the Board

From: Paula Carroll, Director, Jefferson County Sheriff's Office  
Division of Emergency Management

Subject: Request Board Approval of a Memorandum of Agreement between  
Jefferson County and the Florida Division of Emergency  
Management

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### **Statement of Issue:**

This agenda item requests Board approval of a Memorandum of Agreement (MOA) between Jefferson County and the Florida Division of Emergency Management (the "Division").

### **Background:**

In response to Hurricane Ian, and pursuant to Chapter 252, Florida Statutes, Executive Order 22-218, and DEM Order 22-004, the Division executed Purchase Order EP50108 in WebEOC (Mission Number 00245) with SaferWatch, LLC to provide emergency data and reports into a dashboard and management system for all Florida Counties. The Division is funding and providing the SaferWatch incident reporting and mass notification system at no local cost to eligible political subdivisions for a term that begins immediately and ends June 30, 2023.

### **Analysis:**

Section 252.38 of the Florida Statutes establishes emergency management powers of political subdivisions and provides that "[s]afeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state." If the County desires to utilize the SaferWatch system provided by the Division in order to obtain real-time intelligence, reporting and emergency notifications for the purpose of facilitating coordination and expediting response efforts relating to Hurricane Ian, the County may enter into the Memorandum of Agreement with the Division.

### **Options:**

1. Approve a Memorandum of Agreement between Jefferson County and the Florida Division of Emergency Management.
2. Do Not Approve a Memorandum of Agreement between Jefferson County and the Florida

- Division of Emergency Management.
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

Approve a Memorandum of Agreement between Jefferson County and the Florida Division of  
Emergency Management

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND**  
**THE JEFFERSON COUNTY**

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and Jefferson County (hereinafter referred to as the "County"), (hereinafter collectively referred to as the "Parties").

WHEREAS, in response to Hurricane Ian, and pursuant to Chapter 252, Florida Statutes, Executive Order 22-218, and DEM Order 22-004, the Division executed Purchase Order EP50108 in WebEOC (Mission Number 00245) with SaferWatch, LLC (hereinafter referred to as the "Contractor") to provide emergency data and reports into a dashboard and management system for the County; and,

WHEREAS, the Division is funding and providing the SaferWatch incident reporting and mass notification system at no local cost to eligible political subdivisions for a term that begins immediately and ends June 30, 2023; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes emergency management powers of political subdivisions and provides that "[s]afeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state"; and,

WHEREAS, the County desires to utilize the SaferWatch system provided by the Division in order to obtain real-time intelligence, reporting and emergency notifications for the purpose of facilitating coordination and expediting response efforts relating to Hurricane Ian.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

**1. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services until June 30, 2023.

**2. DUTIES AND RESPONSIBILITIES**

**A. Division of Emergency Management**

The Division:

- I. Has assigned a contract manager for the Agreement pursuant to Section 287.057(15), F.S. who will enforce the performance of the terms and conditions and serve as a liaison with the Contractor.
- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative

access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.

- IV. Reserves the right to launch a statewide notification to all available “opt-in” contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally initiated notifications would endanger the health and safety of the State’s population.
- V. Will, upon termination of the Contract, distribute the system’s recipient contact data to the County as specified in Minimum Support Requirement number eight of the Contract’s Scope of Work.

**JEFFERSON COUNTY:**

- I. Acknowledges the terms and conditions of the Division’s Purchase Order, which is attached hereunto, and agrees to abide by the applicable terms.
- II. Acknowledges the authorized uses of the SaferWatch incident reporting and mass notification system outlined in the SaferWatch Proposal Dated 9-25-2022 and attached to this Agreement.
- III. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the system within the County, to include, at minimum, the following topics:
  - a. Defining the local organization administrator(s);
  - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
  - c. Establishing a message drafting and approval process;
  - d. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- IV. Acknowledges that the Contractor provides additional incident reporting and notification system capabilities and services which are not covered under the Division’s Purchase Order for the system (hereinafter referred to as “non-covered services”). If the County desires to enhance their incident reporting or notification capabilities by adding non-covered services to their organization(s), then the County will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The

County will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

### **3. POINTS OF CONTACT**

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

**For the Division:**

Andrew Sussman,  
Manager/Contract Manager  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: 850-815-4110  
Andrew.Sussman@em.myflorida.com

**For the County:**

Gene Hall Chairman of the  
Board of County Commissioners  
1 Courthouse Circle  
Monticello, Florida 32344  
850-321-6673  
ghall@jeffersoncountyfl.gov

### **4. TERMINATION OF AGREEMENT**

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

### **5. LIABILITY**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

### **6. ATTACHMENTS**

The following attachments are incorporated hereunto by reference:

- A. Attachment – WebEOC Mission and Purchase Order between the Division and the Contractor.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF  
EMERGENCY MANAGEMENT**

**JEFFERSON COUNTY**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Gene Hall, Chairman**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Kirk Reams  
Jefferson County Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Heather J. Encinosa, Esq.  
County Attorney**



## ATTACHMENT A

### Mission Details

2022 Ian

Incident ID Number - 133

Last Updated: 09/26/2022 09:19:47

Created By: Woodham Harvey Phone: 8505917939 Email: woodham.harvey@em.myflorida.com On: 09/25/2022 16:57:14

<b>Mission #</b> 00245	<b>Parent Mission # (If Applicable)</b>	<b>Incident</b> 2022 Ian	<b>Requesting Agency/Position</b> SERT SERT OPERATIONS	<b>Approved By</b> Kevin Guthrie Director Kevin.Guthrie@em.myflorida.com (850) 294-8250
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Status				
<b>Assigned To</b> SERT FINANCE	<b>Tasked To</b> SERT FINANCE - FISCAL	<b>Subtasked To</b>	<b>Status</b> PO Issued	<b>Vendor</b>

Mission Details		
<b>Title</b> Issue PO for SaferWatch	<b>Primary Contact</b> Alecia Collins (850) 591-9544	<b>Location</b> State - SERT , Tallahassee , FL 32399 -20.526479 47.059296 38K QC 14723 28903
<b>Purpose</b>	Alecia.Collins@em.myflorida.co	
<b>Lifeline</b> Not Applicable	<b>Secondary Contact</b>	<b>On Scene Point of Contact</b> Alecia Collins (850) 591-9544
<b>Needed By</b> 09/25/2022		
<b>Mission Entity</b> Not Applicable	<b>Expected Outage Date</b> 09/25/2022	<b>Site Supported</b>
<b>Description</b> Requesting PO for SaferWatch. Proposal attached.		<b>Vaccine Supported Mission?</b>
<b>Wildfire Supported?</b>	<b>Federal Site Mission?</b>	<b>Vaccine Sites Supported?</b>
<b>Mission Supporting (Investigation/Consequence)?</b>	<b>Finance tracking mission?</b> N/A	<b>Mutual Aid Mission?</b>
<b>LSA Supporting?</b>	<b>Federal Resource Request?</b>	

Delivery Details			
<b>Delivery Instructions</b>	<b>Warehouse</b> N/A	<b>Loading Dock</b> N/A	
<b>Expected Delivery Date</b>	<b>Accept a 53ft trailer</b> N/A	<b>Trailer Qty</b>	<b>Forklift/Dock Equipment</b> N/A

Support Missions							
Mission #	Title	Assigned To	Tasked To	Subtasked To	Status	Needed By	Entry Date

Deployments						
Deployment #	Type	Resource Name	Status	ETA	Entry Date	

Military Deployments				
Military Description	# of Personnel	Unit Assigned	Status	Last Updated

Finance
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## ATTACHMENT A

Cost Description	Category	Vendor/Provider	Amount	Entry Date	
Saferwatch	B		\$650,000.00	09/25/2022 18:53:03	<a href="#">Edit</a> <a href="#">Details</a>
<b>Total Mission Cost</b>			\$650,000.00		

Comments			
Date/Time	Position/Name	Comments	Status
09/26/2022 09:19:27	SERT FINANCE Shelly Powell	ORDER NO. EP50108	PO Issued
09/25/2022 18:51:45	SERT FINANCE Shelly Powell	PR90340 - IAN-Saferwatch-Mission 00245 - SaferWatch	Enroute
09/25/2022 17:48:06	SERT FINANCE Tara Walters	Ready for PO to SaferWatch FEID:823417321-001, CC:93131801.	Tasked
09/25/2022 17:04:48	SERT FINANCE Kaitlyn Hunt	Tasked to Purchasing	Tasked
09/25/2022 17:03:17	SERT OPERATIONS Woodham Harvey	Assigned to SERT Finance	Assigned

Attachments		
Attachment	Description	
 <a href="#">Order EP50108 - SaferWatch.pdf</a>	Purchase Order	<a href="#">Edit</a>
 <a href="#">FDEM - SaferWatch Proposal - 09-25-2022 with Signature.pdf</a>	SaferWatch Proposal	<a href="#">Edit</a>

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

525-010-60  
PROGRAM MANAGEMENT  
09/22

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FPN: <u>451753-1-34-01</u>	Fund: <u>CIGP</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>Jefferson (54)</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County, B.O.C.C., ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

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

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design of CR 158A (Old Lloyd Road) Resurfacing and Improvements Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

525-010-60  
PROGRAM MANAGEMENT  
09/22

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$62,300. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$62,300 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

## **7. Compensation and Payment:**

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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

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

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



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plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

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

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

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

☐ shall

☐ shall not

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

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

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

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

### **13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

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

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

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

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  - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

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

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

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

*The remainder of this page intentionally left blank.*

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

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

RECIPIENT Jefferson County, B.O.C.C.

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_



**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451753-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County, B.O.C.C. (the Recipient)

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** 1.663 miles

**PROJECT DESCRIPTION:** This project is for the design of the CR 158 (Old Lloyd Road) and will consist of resurfacing approximately 1.66 miles of CR 158 (Old Lloyd Road) from 500' east of Lloyd Creek Road to the I-10 overpass. The scope of services for this project will include survey, design, preparation of construction plans/specifications for resurfacing the existing roadway. No additional right-of-way is required. Total length of the project is 1.663 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 30%, 60%, 90% and final plans along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the

Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by December 31, 2023 .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by .

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County B.O.C.C. 1 Court House Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 451753-1-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b> FY: 2023	Maximum Department Participation (CIGP)	\$62,300.00	\$0.00	\$62,300.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$62,300.00 100.00%	\$ 0.00 0.00%	\$62,300.00 100.00%	
<b>Right-of-Way- Phase 44</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$62,300.00	\$ 0.00	\$62,300.00	

## 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.

Maria Showalter - Local Programs Administrator  
 District Grant Manager Name

Signature

Date

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

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title  
and CSFA  
Number:**

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Specific Appropriation 1988A of Chapter 2022-156, L.O.F, (CSFA 55.039)

**\*Award Amount:** \$62,300.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO CIGP FUNDING FOR CR 158 (OLD LLOYD ROAD); AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the resurfacing of 1.663 miles of CR 158 (Old Lloyd Road) from 500' east of Lloyd Creek Road to the I-10 overpass (the "Project"); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 451753-1-34-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it's in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$62,300.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached "State-Funded Grant Agreement" for CIGP Financial Project No. 451753-1-34-01 is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect 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**

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.

**ATTACHMENT A**  
**AGREEMENT**

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

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FPN: <u>451309-1-54-01</u>	Fund: <u>SCOP</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>54-Jefferson</u>	Contract No: _____	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

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

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 146 ASHVILLE HIGHWAY OVER WOLF CREEK BRIDGE #540025, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$185,099. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$185,099 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

## **7. Compensation and Payment:**

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

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

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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

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

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



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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

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

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

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

☒ shall

☐ shall not

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

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

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

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

### **13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

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

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

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

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

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

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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

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**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

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

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_



**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451309-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** 0.04 miles

**PROJECT DESCRIPTION:** This project is for minor repairs to the CR 146 Ashville Highway over Wolf Creek Bridge #540025 . This project scope will include cleaning and sealing concrete surface and deck expansion joints, rehab and restore spalled areas. All work will be completed within existing right of way. Total project length is approximately 0.04 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient is required to schedule a meeting between their staff, the Department, and engineering staff, as applicable, to discuss the project and approach prior to design or repair work begins.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and Final Plans along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 12/31/2023

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

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 451309-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b> FY: 2023	Maximum Department Participation (Small County Outreach Program)	\$185,099.00	\$	\$185,099.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$185,099.00 100.00%	\$ 0.00 %	\$185,099.00 100.00%	
<b>Right-of-Way- Phase 44</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b> FY:		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$185,099.00	\$ 0.00	\$185,099.00	

## 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.

Maria Showalter-Local Programs Administrator  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

**NOTICE OF COMPLETION**

## STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: CR 146 ASHVILLE HIGHWAY OVER WOLF CREEK BRIDGE  
#540025FPID#: 451309-1-54-01

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

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

**\*Award Amount:** \$185,099.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 146 (ASHVILLE HIGHWAY) OVER WOLF CREEK BRIDGE #540025; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the minor repairs to 0.04 miles of CR 146 (Ashville Highway) over Wolf Creek Bridge #540025 (the "Project"); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 451309-1-54-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it's in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$185,099.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Supplemental Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached "State-Funded Grant Agreement" for CR 146 (Ashville Highway) over Wolf Creek Bridge #540025, Financial Project No. 451309-1-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect 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**

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.

**ATTACHMENT A**  
**AGREEMENT**

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

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FPN: <u>438366-2-54-01</u>	Fund: <u>GRSC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>(54) Jefferson</u>	Contract No: <u>G2C93</u>	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

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

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

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 259 Waukeenah Highway Improvements Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$2,618,320. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,618,320 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

## **7. Compensation and Payment:**

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

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

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

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

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

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

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to



obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

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

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

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

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

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

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

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

☒ shall

☐ shall not

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

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

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

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

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

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

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

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

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  - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

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

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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

525-010-60  
PROGRAM MANAGEMENT  
05/21

**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

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

*The remainder of this page intentionally left blank.*



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

525-010-60  
PROGRAM MANAGEMENT  
05/21

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

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 438366-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

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

**PROJECT LENGTH AND MILE POST LIMITS:** 9.448 Miles

**PROJECT DESCRIPTION:** The project is for construction and CEI services for widening and resurfacing CR 259 Waukeelah Hwy from SR 20 (US 27) W Capps Hwy to SR 57 (US 19). The existing typical section consists of an asphalt paved roadway with two (2) 11' travel lanes and variable width grassed shoulders. Drainage improvements will include removing and replacing cross drains and constructing end treatments. No right-of-way will be required. Total length of project is 9.448 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 30%, 60%, 90% and final plans along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2023.

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

#### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

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

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 438366-2-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Small County Outreach Program (SCOP))	\$2,618,320.00	\$	\$2,618,320.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$2,618,320.00 100.00%	\$ 0.00 %	\$2,618,320.00 100.00%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$2,618,320.00	\$ 0.00	\$2,618,320.00	

## 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.

Maria Showalter, Local Programs Administrator  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

**NOTICE OF COMPLETION**

## STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: CR 259 Waukeenah Hwy from SR 20 (US 27) W Capps Hwy to SR 57 (US 19)FPID#: 438366-2-54-01

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

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

**\*Award Amount:** \$2,618,320.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 259 WAUKEENAH HIGHWAY; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the widening and resurfacing to 9.448 miles of CR 259 Waukeelah Highway from SR 20 (US 27) W. Capps Highway to SR 57 (US 19) (the “Project”); and

**WHEREAS**, the State of Florida, Department of Transportation, has provided the County with financial assistance under Contract #G2C93, Financial Project No. 438366-2-54-01 for costs directly related to the Project; and

**WHEREAS**, Jefferson County finds it’s in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$2,618,320.00 to fund the Project; and

**WHEREAS**, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPROVAL OF AGREEMENT.** The attached “State-Funded Grant Agreement” for CR 259 Waukeelah Highway from SR 20 (US 27) W. Capps Highway to SR 57 (US 19), Contract #G2C93, Financial Project No. 438366-2-54-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect 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**

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.

**ATTACHMENT A**  
**AGREEMENT**



# APALACHEE REGIONAL PLANNING COUNCIL

Local Partnerships. Regional Impact.

## JEFFERSON COUNTY

### ARPC CURRENT APPOINTEES – 2022:

County Elected	Stephen Walker
Municipal Elected	John Jones
Governor's Appointee	(Vacant)

### ARPC APPOINTEES FOR 2023:

County Elected	Name _____ Cell Number _____
Alternate (Optional)	Name _____ Cell Number _____
Municipal Elected	Name _____ Cell Number _____
Alternate (Optional)	Name _____ Cell Number _____

**TO: CHAIRMAN, APALACHEE REGIONAL PLANNING COUNCIL**

The above-named individuals have been appointed/reappointed to the Governing Board,  
Apalachee Regional Planning Council.

SIGNED:

ATTEST:

\_\_\_\_\_  
CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CLERK OF CIRCUIT COURT

*NOTE: THE COUNCIL WILL CONSIDER CURRENT APPOINTEES AS MEMBERS UNTIL THIS FORM IS RECEIVED IN COUNCIL OFFICES.*

**Please return this form to: Apalachee Regional Planning Council  
Monica Pitts, Finance & HR Director  
MPitts@arpc.org**

<b>Board of County Commissioner Committees 11/2020</b>
<b><u>Boards - Requiring Commission Appointments</u></b>
Apalachee Regional Planning Council
ARPC Transportation Disadvantaged Board
Rural Area of Critical Economic Concern
Capital Regional Transportation Planning Agency (CRTPA)
Aucilla Landfill Governing Board
Value Adjustment Board
VAB - Citizen Appointment
Restore Act Coordinator
Restore Act Alternate
NRCS
Community Traffic Safety Team (CTST)
Small County Coalition (1)
Small County Coalition (2)
Chamber of Commerce Designee
State Parks Advisory Board
Economic Development Board - (non voting member)
Tourist Development Council
North Florida Economic Development Partnership
Workforce Development Consortium
<b><u>CITIZEN BOARDS &amp; COMMITTEES</u></b>
<b><u>Affordable Housing Advisory Committee - Parrish Barwick</u></b>
Chair
<b><u>Code Enforcement Board - Beth Letchworth Wingate</u></b>

<b><u>Economic Development Committee</u></b>
<b><u>Legislative Committee</u></b>
<b>Chairman</b>
Elected Officials - Category 1
Past Legislators & Lobbyists - Category 3
<b><u>Planning Commission - Shannon Metty</u></b>
<b><u>Library Advisory Board - Natalie Binder</u></b>

<b><u>Tourist Development Council - Non-County Board</u></b>
<b>Executive Director - 2015</b>
County Representative 2012
City Representatives 2020
City Prerepresentative 2019
2008
Lodging/Accommodations 2012
2012
???? Year
Tourism Industry 2012
2012
2019
Other Interested Persons
<b><u>Parks &amp; Recreation Advisory Board - Mike Holm</u></b>
<b><u>North Florida Economic Development Partnership</u></b>



## **Jefferson County Facility Naming Committee**

## Grant Review Committee

## **Wacissa River Committee**

## Monument Committee



<b><u>Commissioner</u></b>
Commissioner Walker
Commissioner Surles
Commissioner Hall
Comm. Hall(Alt.) Commissioner Barfield
Commissioner Tuten
Commissioner(s) Surles & Walker
Paul Michael
Commissioner Barfield
Parrish Barwick
CommissionerTtuten
Commissioner Barfield
Commissioner Walker
Commissioner Hall
Commissioner Surles
Commissioner Walker
Commissioner Tuten
Commissioner Barfield
Commissioner Hall
Commissioner Tuten
<b><u>Members</u></b>
Stella Ellis
Fred Mosley
Thomas Scott
Bud Wheeler
<b><u>Magistrate</u></b>
Attorney Chuck Collins
Attorney Frank Sheffield

<b><u>Members</u></b>	
Commissoner	Chris Tuten
City Manager	Raymond Clark
Chamber of Commerce	Katrina Richardson
County Coordinator	Parrish Barwick
Land Planner	Shannon Metty
Citizen	Phil Calandra
<b><u>Members</u></b>	
City Council	Julie Conley
County Commissioner-Dist.II	Gene Hall
School Board - Dist.II	Sandra Saunders
Property Appraiser	Angela Gray
County Coordinator	Parrish Barwick
Department of Health	Kimberly Allbritton
Clerk of Court	Kirk Reams
	Curt Kiser
	Paula Sparkman
<b><u>Members</u></b>	
Dist. I	Jacqueline Seabrooks
Dist. I	Bud Wheeler
Dist. 2	Charles Parrish
Dist. 2	Derrick Jennings
Dist. 3	Byron Arceneaux
Dist. 3	Michael Schwier
Dist. 4	Roy Faglie
Dist. 4	Andrew Wellman
Dist. 5	Thomas (Bobo) Chancy
Dist. 5	John Floyd Walker
<b><u>Mermbers</u></b>	

	Fred Mosley
	Laz Aleman
	Nancy Benjamin
	Heather Boyd
	<b><u>Members</u></b>
	Katrina Richardson
Dist 4	Commissioner Barfield
City Council	Gloria Cox
City Council	Troy Avera
City Clerk	Emily Anderson
	Gretchen Avera
	Arun Kundra
	Tushar Patel
	Michelle Arceneaux
	David Ward
	Angela Jones
	Emily Anderson
	Pat Inmon
	<b><u>Members</u></b>
BOCC Appointee	Commissioner Tuten
	Chris Eades
	Dixon Hughes
	Franklin Hightower
	Steve Register
	<b><u>Member</u></b>
Commissioner	Comm. Gene Hall





# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 17, 2022

Date Submitted: November 11, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Approval of an Opioid Settlement Participation Form for the State of Florida  
opioid settlement with Walmart

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### **Statement of Issue:**

This agenda item requests Board approval of an Opioid Settlement Participation Form for the State of Florida opioid settlement with Walmart.

### **Background:**

Over the last 5+ years, plaintiffs consisting of numerous state and local governments filed lawsuits against various pharmaceutical supply chain participants seeking to hold these companies accountable for damages allegedly resulting from the opioid crisis. Many of these cases were thereafter consolidated into a class action lawsuit (the “litigation”). Almost 100 political subdivisions within Florida and the State itself have engaged in this litigation. Jefferson County is not a party to the litigation.

In March 2022, Jefferson County approved settlement participation forms to participate in two nationwide settlement agreements that will resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”). In July 2022, Jefferson County approved settlement participation forms to participate in settlement agreements with Endo Health Solutions, Inc., CVS Health Corporation, CVS Pharmacy, Inc., Teva Pharmaceutical Industries, Ltd., Allergan Finance, LLC, and Walgreens.

### **Analysis:**

Following this same path as the above settlements, the State of Florida has recently reached settlements with Walmart. Florida will receive up to \$215 million from Walmart on the effective date of the agreement. In addition, Walmart has agreed to partner with the State to distribute 672,000 Naloxone kits to first responders over the next 10 years. In accordance with the previously



approved Florida Opioid Allocation and Statewide Response Agreement between the state and participating counties and cities, it is estimated that Jefferson County will receive \$11,507.85 directly and its regional allocation will be \$30,687.60. The deadline for non-litigating subdivisions to join the Walmart settlement is March 18, 2023.

These funds will be earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the entities to implement additional safeguards to prevent diversion of prescription opioids.

It is important to note that any settlement funds are restricted to use on "Approved Purposes," which is defined as follows:

"Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction.

Attached is the proposed Settlement Participation Form for the Board's consideration and approval. The actual settlement is voluminous and not attached; they are however available upon request.

If the Settlement Participation Form is approved, Jefferson County will be electing to participate in the settlements and providing a comprehensive release to the settling defendants, which are set forth in the attached Participation Form.

Options:

1. Approve Opioid Settlement Participation Form for the State of Florida opioid settlement with Walmart;
2. Do not Approve Opioid Settlement Participation Form for the State of Florida opioid settlement with Walmart;
3. Board direction.

Recommendation:

Option #1

Attachment(s)

1. Walmart Settlement Participation Form

## EXHIBIT D

### SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity: Jefferson County	State: FL
Authorized Official: Gene Hall, Chair	
Address 1: 435 West Walnut Street	
Address 2:	
City, State, Zip: Monticello, FL 32344	
Phone: 850-342-0223	
Email: ghall@jeffersoncountyfl.gov; smetty@jeffersoncountyfl.gov	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated [10/19], 2022, among Walmart (defined below), the State of Florida and its Office of the Attorney General (“*Walmart Settlement*”),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court’s role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

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<sup>1</sup> The defined terms in the Walmart Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walmart Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walmart Settlement.
10. In connection with the releases provided for in the Walmart Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walmart Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement Participation Form is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_  
Name: Gene Hall  
Title: Chair, Board of County Commissioners  
Date: \_\_\_\_\_  
(the "Execution Date of this Subdivision Settlement Participation Form")

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: December 1, 2022

Date Submitted: November 22, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Informational Report on Solicitations for Services Needed During Declared Emergencies

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### **Statement of Issue:**

This agenda item provides the Board with an informational report regarding existing Emergency Management related agreements and the need to formally procure necessary services needed to respond to declared emergencies.

### **Background:**

In conducting its review of existing contracts for emergency and disaster related services following Hurricane Ian, the office of the County Attorney determined that the County should adopt an ordinance formally establishing its division of emergency management and setting forth in its code procedures and statutory duties of the same. In accordance with the Code, the County has designated the Jefferson County Sheriff's Office to perform the duties and functions of the County's division of emergency management and appointed a director via Interlocal Agreement dated June 3, 2021. This public hearing is being held on December 1, 2022.

While agreements are in place to support the Jefferson County Comprehensive Emergency Management Plan (CEMP), the office of the County Attorney determined that the County's contract for debris removal procured in late 2019 has expired by its own terms. The office of the County Attorney recommends procurement of additional services that may be needed in the event of a declared state of emergency to support recovery efforts.

### **Analysis:**

Generally, federal funds are available to assist counties following a declared emergency through the Federal Emergency Management Agency (FEMA). In order to receive FEMA Public Assistance funding, County expenditures must meet all federal requirements and be properly procured. Pursuant to 2 CFR Part 200.324(a), prior to procurement, Counties seeking to use federal funding in excess of the Simplified Acquisition Threshold, which is currently set at \$250,000, must make independent cost estimates for each procurement prior to receiving bids or proposals. Required federal contract provisions must also be advertised with the procurement and included in the final contract. Failure to include all necessary federal provisions can be grounds for deobligation and repayment of federal funds at a later date.

In preparation for response to a declared emergency that requires support of additional road crews, debris haulers, and other emergency management consultants beyond the employees of the County and the Sheriff's Office, the office of the County Attorney recommends procuring certain emergency management services in compliance with federal guidelines to enable the County to respond quickly and employ federal grant dollars to support recovery efforts in the event of a declared emergency. No County funds would be encumbered by these procurements unless and until the County requires the services and would be reimbursable by FEMA Public Assistance funding.

The office of the County Attorney has consulted with the Emergency Management Director and recommends that the County procure the following services to support the County's division of emergency management in the event of a declared emergency:

- Debris monitoring
- Debris removal
- Meal service for first responders
- Derelict Vessel Removal

The County may also consider procurement of the following additional services in advance to support recovery efforts in the event of a declared emergency:

- Generator vendors
- Lease of debris management sites