

Jefferson County Board of County Commissioners

Thursday, May 16, 2024 at 6:00 pm

REGULAR SESSION AGENDA

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

- 1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
- 2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
- 3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

- 4. CONSENT AGENDA
 - a. Vouchers

Attachments:

- Accounts List (List_of_Accounts.pdf)
- Vendor List (AP_Status_by_Vendor_5-16-24.pdf)
- b. Work Authorization 08

Attachments:

WO-08 (Jefferson_County_-_WO_08.pdf)

5. GENERAL BUSINESS

- a. Waukeenah Hwy, SCOP Award
 - G. Rojas
- b. Employee Insurance Broker Award
 - G. Rojas
- c. County Attorney Extension

S. Metty

Attachments:

- Agenda Item (County_Attorney_Contract_Extension_2024.doc)
- Agreement (Agreement_for_County_Attorney_Services.pdf)
- Amendment 2 (Amendment_2.doc)

d. Indigent Policy

S. Metty/Attorney

Attachments:

- **Agenda Item** (Draft_Agenda_Item_-_Unclaimed_Remains_5-10-24.doc)
- **Application** (Jefferson_County_Unclaimed_Indigent_Cremation_Application.docx)
- **Application Instructions** (Application_Instructions.docx)
- Draft Notice to Family (ltr_to_NOK_w_Application.docx)

- 6. CLERK OF COURTS
- 7. COUNTY ENGINEER
- 8. COUNTY ATTORNEY
- 9. COUNTY MANAGER
- 10. COUNTY COMMISSIONERS
- 11. 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) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

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

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on 05/10/2024 at 1:43 PM

General Fund - Cash Code 01001

- 1947 SCRAP
- 1948 SCOP
- 1949 CIGP
- 2101 BOCC
- 2102 Coordinator
- 2103 County Attorney
- 2104 County Administrative
- 2211 Property Appraiser
- 2212 Tax Deed
- 2320 Clerk
- 2322 Circuit Court
- 2324 County Court
- 2332 State Attorney
- 2333 Public Defender
- 2440 Supervisor of Elections
- 2670 Courthouse
- 2671 Admin Buildings
- 2780 Planning Dept
- 2781 Industrial Development
- 3102 Veterans Affairs
- 3440 Building Dept
- 3990 Medical Examiner
- 4212 Animal Control
- 4216 Mosquito Control-Local
- 4217 Mosquito Control-State
- 6101 Recreation
- 6212 Library-Local
- 6213 Library-State
- 6302 Extension

Fund 11 - Cash Code 08008

4102 Road Dept

Fund 14 - Cash Code 01001

3101 Sheriff

Fund 18 - Cash Code 01001

4102 Capital Projects

Fund 19 - Cash Code 01001

3211 Fire Rescue

Fund 22 - Cash Code 01001

4212 Solid Waste

Fund 23 - Cash Code 01001

2911 E911

Fund 26 - Cash Code 13013

6214 Literacy

Fund 28 - Cash Code 01001

3211 EMS

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<u>Description</u> Books Accoun#2005054 Books Accoun#2005054	Medical Examiner 01/2024 Medical Exam Services March 2024	tire replaced FL-1 6 Tire Replacement Engine 7 ac drain washer nozzle AC-1 3-4 Oil Change	Account#22501100-00001 - 04-24	Verizon Account - Account#842543529-00001 April 2024	Verizon Account - Account#842543529-00001	+ 407 = 10V	JCEO County fleet fuel April 2024 Fuel 4/2024	April 2024 fuel - Mosq Control acct#11 Monthly Fuel Usage 4/2024 fleet fuel April 2024	main yard compactor anchor & rolloff repair	Medical Supplies Account#150816	Baseball Supplies Babe Ruth Supplies
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Accounting Distribution	01-6213-571.510	01-6213-571.520 01-6213-571.510 01-6213-571.660 01-6213-571.520 01-6213-571.520 01-6213-571.520	01-6213-571.660		01-6101-572.520 01-6101-572.520 01-6101-572.520	01-6101-572.520 22-4212-534.521 22-4212-534.463 22-4212-534.463		01-2670-519.460 01-2671-519.460 01-2670-519.460 01-2671-519.460 01-2671-519.460	19-3211-522.520	22-4212-534.341 01-2670-519.520 22-4212-534.341 01-2670-519.520	01-3440-524.441 01-6213-571.441 01-2322-516.510
Amount	94.92	44.32 79.90 179.89 156.58 14.29 296.66	305.47 305.47 305.47	82.63	10.00 18.24 12.38	64.86 83.52 62.27 82.52		59.00 104.00 59.00 188.00	469.00 270.00	470.00 136.88 379.37 136.88 202.23 855.36	63.95 313.37 8.62
Original Amount	94.92	44.32 79.90 179.89 156.58 14.29 296.66	305.47 305.47 305.47	82.63	10.00 18.24 12.38	64.86 83.52 62.27 82.52 333.79		59.00 59.00 59.00 188.00	270.00	136.88 379.37 136.88 202.23 855.36	63.95 313.37 8.62
Description	Program supplies	Office supplies Book club books Music Program Supplies Event supplies/ May the 4th Exit alarm Program supplies	E-books coolant tube R-10		Operating Supplies for Rec Park Maint. Parts for Rec. Park Maint. Parts for Rec. Park Maint Ports for Doctor	walin. Pats for Rec. Park antifreez fleet brake pads C-2 hyd hose R-10	Courthouse Monthly Alarm Sanico	SAO Recurring Service Courthouse Monthly Alarm Service PA Recurring Service PA Recurring Service	Tumout Gloves	employee uniforms Courthouse Supplies employee uniforms Courthouse Supplies	Monthly Copies Monthly Copy Usage Circuit Court Copy Usage
Due Date	5/16/2024	5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024	E14610004	5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024 5/16/2024 5/16/2024	5/16/2024	5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024	5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024 5/16/2024 5/16/2024
Invoice	119H-GXG9-KKH7 5/16/2024	16QQ-KJ39-W47Q 197Y-4K9W-QKJP 1CTR-9PHL-7LH9 1R97-169F-R9YJ 1RH6-6QYR-DCF6 139G-XPGW-PXT4	11726CO24139875 5/16/2024 Inc. X104048610:01 5/16/2024	eightliner,inc	10338-300306 10338-301238 10338-302042 10338-302043	10338-302051 10338-302051 10338-302912 Carquest Inc.	530322	530678 533665 533729 533734	ce 2046170 mergencyService	3050047074 3050047079 3050047544 3050047547	ms 441286 441655 441743
Activity Date	Capital Services 5/16/2024	024 5/16/2024 16QQ-KJ39-7 024 5/16/2024 197Y-4K9W- 024 5/16/2024 1CTR-9PHL- 024 5/16/2024 1R97-169F-R 024 5/16/2024 1R9F-GQYR- 024 5/16/2024 139G-XPGW- Total for[10405] Amazon Capital Services	Overdrive, Inc. 024	lotal rol[10425] FourStar Freightliner,Inc Monticello Carquest Inc. 5/16/2024	5/16/2024 5/16/2024 5/16/2024 5/16/2024	024 5/16/2024 10338-30205 024 5/16/2024 10338-30282 024 5/16/2024 10338-30291 Total for[10440] Monticello Carquest Inc.	of Tallahassee 5/16/2024	024 5/16/2024 530678 024 5/16/2024 533665 024 5/16/2024 533729 024 5/16/2024 533734 Total for[10445] Sonitrol of Tallahassee	10450 MunicipalEmergencyService	1 UniFirst Corporation 5/16/2024 5/16/2024 3050047/2024 3050047/2024 5/16/2024 3050047/2024 5/16/2024 3050047/2024 5/16/2024 John First Corporation	10480] Advanced Business Systems 4/17/2024 5/16/2024 44 4/22/2024 5/16/2024 44 4/24/2024 5/16/2024 44
Invoice Date	[10405] Amazon Capital Services 5/01/2024 5/16/2024	5/02/2024 5/01/2024 4/26/2024 5/01/2024 5/04/2024 5/01/2024	10420 Overdrive, Inc. 5/06/2024 5/16/2024 5/16/2024 Total for[10420] Overdrive 10425 FourStar Freightliner, Inc. 4/25/2024 5/16/2024	Otal For 10425 FourStar 10440 Montice 5.16/2024 5.16/2024	4/5/2024 4/15/2024 4/26/2024 4/26/2024	4/26/2024 5/07/2024 5/08/2024 Total for[10	[10445] Sonitrol of Tallahassee 4/23/2024 5/16/2024	4/25/2024 4/30/2024 5/02/2024 5/02/2024 Total for [10	[10450] Municipal 4/30/2024 Total for[10	10465 UniFirst Corporation 4/25/2024 5/16/2024 4/25/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024 Total for[10465] UniFir	[10480] Advanced 4/17/2024 4/22/2024 4/24/2024

Run: 5/10/2024 at 5:22 PM	4 at 5:22 PM		Jeffersor	Jefferson County Board of County Commissioners	Missioner	S		Page: 4
			Accounts Pay	Payable Status with Accounting Distribution by Vendor	ion by Ven	dor		48045 Lui
					And the second s	And the state of t		
Invoice Date		<u>Invoice</u>	Due Date	Description	Original Amount	Amount	Accounting	Distribution
5/01/2024 5/02/2024	5/16/2024 5/16/2024	442047 442278	5/16/2024 5/16/2024	Annex Copy Usage Extension Service printer(s) equipment	21.12 109.52	21.12 109.52	01-2104-513.525 01-6302-537.461	Amount 21.12 109 52
Total for	[10480] Advanced	Total for[10480] Advanced Business Systems		maintenance	546 60	6		70:00
[10510] THE PI	[10510] THE PLANNING COLLABORATIV	ORATIV			916.30	516.58		516.58
5/07/2024 Total for	5/16/2024 [10510] THE PLANI	024 5/16/2024 24-20 5 Total for[10510] THE PLANNING COLLABORATIV	5/16/2024 \TIV	Lamont Station Review	1,390.00	1,390.00	01-2780-515.310	1,390.00
[10520] TRI-CO	[10520] TRI-COUNTY ELECTRIC COOPE	COOPE			20.000,	1,390.00		1,390.00
4/19/2024	5/02/2024	0424-9005	5/16/2024	Pickney Hill site-Electric bill	151.35	151.35	22-4212-534.430	151.35
4/19/2024 4/19/2024	5/02/2024 5/16/2024	0424-9008 0424-9013	5/16/2024 5/16/2024	Aucilla site Second meter	125.23 51.89	125.23 51.89	22-4212-534.430 22-4212-534.430	125.23
Total for	[10520] TRI-COUNT	Total for[10520] TRI-COUNTY ELECTRIC COOPE	<u>а</u>	Account#72001059013	į		00t.t00 1111	90.10
[10530] ECB PL	(10530) ECB PUBLISHING INC		!		328.47	328.47		328.47
5/01/2024	5/16/2024	2024-Renewal	5/16/2024	Planning Dept News Subscription	20.00	20.00	04-2780 545 540	6
4/03/2024 5/08/2024	5/16/2024	29152 29418	5/16/2024	AD-Tire Amnesty Day	189.00	189.00	22-4212-534.490	189.00
5/08/2024	5/16/2024	29419	5/16/2024	advertisement solid waste advertisement animal control	91.94	91.94	22-4212-534.490	91.94
5/08/2024	5/16/2024	29420	5/16/2024	advertisement code enforcement	131.86	133.10 131.86	01-2104-513.490	153.10
5/06/2024 Total for	.024	29423 ISHING INC	5/16/2024	BOCC Meeting Ad	58.83	58.83	01-2104-513.490	131.86 58.83
1105401 Jones N	[10540] Jones Welding & Industria				694.73	694.73		694.73
4/30/2024 Total for	024 5/16/2024 R00685235 Total for[10540] Jones Welding & Industria	= R00685235 ding & Industria	5/16/2024	Oxygen Cylinder Rental	546.15	546.15	28-3211-526.522	546.15
[10555] GCLMONTICELLO	NTICELLO				240.13	240.15		546.15
2/03/2024 4/15/2024	5/16/2024	151221	5/16/2024	water hose nozzle main yard	5.69	5.69	22-4212-534 522	7
4/16/2024	5/16/2024	155013	5/16/2024	Operating Supplies for Rec. Park	55.96	55.96	01-6101-572.523	55.96
4/19/2024	5/16/2024	155258	5/16/2024	Operating Supplies for Doc Dock	159.21	159.21	01-6101-572.640	159.21
4/23/2024	5/16/2024	155594	5/16/2024	u bolt FL-1	25.98	25.98	01-6101-572.520	25.98
4/22/2024	5/16/2024	155712	5/16/2024	Reciprocating Blade	19 99	10.00	40 2244 522 403	3.49
4/30/2024 5/03/2024	5/16/2024	155858 156026	5/16/2024	Operating Supplies for Rec. Park	97.94	97.94	01-6101-572.520	19.99
5/03/2024	5/08/2024	156034	5/16/2024	gate keys George Gillyard	4.50	4.50	22-4212-534.520	45.75
1000,000			17070	 PVC uwy cap, elbow sir drain 90deg - city invoice - charged to wrong acct 	30.47	30.47	01-2104-513.491	30.47
5/US/ZUZ4 Total for [.024 5/16/2024 15603 Total for[10555] GCLMONTICELLO	156037 ICELLO	5/16/2024	credit memo for Invoice#156034	-30.47	-30.47	01-2104-513.491	-30.47
[40E7E] #4-1-11-					372.76	372.76		372.76

-30.47 **372.76**

314.25 **314.25**

22-4212-534.520

314.25 **314.25**

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Security Suite 1-Year Renewal M270

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[10575] Mobile Communications 5/01/2024 5/16/2024 307070050485 Total for[10575] Mobile Communications

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<u>Distribution</u> Amount	40.00 375.00 500.00 45.00	311.04 95.72	406.76 220.00	455.00	159.42	1,500.00	1,500.00	2,537.00	784.81	200.00 99.20 97.68 91.68	477.00 477.00
Accounting Distribution	01-2671-519.460 01-2671-519.460 01-2671-519.460 01-2671-519.460	01-2671-519.460 01-6302-537.461	29-2781-519.340	22-4212-534.461	28-3211-526.463	22-4212-534.440	22-4212-534.341 22-4212-534.341	01-2104-513.525	22-4212-534.520	01-4212-562.310 01-4212-562.310 01-4212-562.520 01-4212-562.520	01-2670-519.520
Amount	40.00 375.00 500.00 45.00	311.04 95.72	406.76 220.00	455.00	159.42	1,500.00	120.23	2,537.00	784.81	200.00 99.20 62.00 91.68 100.00	477.00 477.00
<u>Original</u> Amount	40.00 375.00 500.00 45.00 960.00	311.04 95.72	406.76 220.00	455.00 455.00	159.42	1,500.00	120.23 120.23 240.46	2,537.00	784.81	200.00 99.20 62.00 91.68 100.00	477.00 477.00
Description	Woman's Club Monthly Service Health Dept. Termite inspection Monthly Services on All Co. Bldgs Rodent Boxes	Annex Alarm Monthly Service JCEO CCTV security camera/system maintenance	May 2024 - Visit Jefferson Website	office main yard cameras repaired	Oil Change supplies 3-1	fulford site lease	employee uniforms employee uniforms	PACE System Monthly Service 4/2024	weed killer - flea bugs killer - cleaner amorex	4x euthanasia animal cruelty case dianas lane dianas lane case dog vaccines heartworm prevention dogs in kennels dogs euthanasia x2	Courthouse Supplies
<u>Due Date</u>	5/16/2024 5/16/2024 5/16/2024 5/16/2024	6/15/2024 6/15/2024	4/18/2024	5/16/2024	6/15/2024	6/15/2024	5/16/2024 5/16/2024	5/16/2024	5/16/2024	5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024
ate Invoice	Big Bend-Eubanks Termite 258926	531472 531474	4279 e. LLC	20191888 ecurity	2275-211673 Automotive, Inc.	01012024-Fulford s	4190644705 4191780686	<u>Avenu Insights & Analytic</u> 024 5/16/2024 053182 Total for[10820] Avenu Insights & Analytic	10628531 ernational*	371369 372079 372229 372437 372699 edical Clinic*] HiTouch Business Services 024 5/16/2024 6001124182 Total for[10925] HiTouch Business Services
e Activity Date	4/01/2024 5/16/2024 5/01/2024 5/16/2024 5/01/2024 5/16/2024 5/01/2024 5/16/2024 5/01/2024 5/16/2024 5/01/2024 5/16/2024	5/16/2024	Otal Inc 100 2] Redwire	Capital Security 1024 5/16/2024 2011 Total for[10685] Capital Security	O'Reilly Automotive, Inc. 1024 5/16/2024 2275-211673 Total for[10710] O'Reilly Automotive, Inc.	1 <u>Kent Bass</u> 1024 5/16/2024 Total for[10735] Kent Bass	Cintas 024 5/16/2024 024 5/16/2024 Total for[10770] Cintas	<u>sights & Analyt</u> 5/16/2024 10820] Avenu Ins	ATCO International* 2024 5/16/2024 1062853 Total for[10830] ATCO International*	Animal Medical Clinic*	Business Servi 5/16/2024 0925] HiTouch I
Invoice Date	110610] Big Ben 4/01/2024 5/01/2024 5/01/2024 5/01/2024 Total for[1106151 Redwire 5/16/2024 5/16/2024	Otal Tot 1061 10645	[10685] Capital Security 5/07/2024 5/16/7 Total for[10685] C	[10710] O'Reilly Automotive, Inc. 5/16/2024 Total for[10710] O'Reilly A	10735 Kent Bass 5/16/2024 Total for[10]	[10770] Cintas 4/30/2024 5/07/2024 Total for[1	[10820] Avenu Insights & Analytic 4/30/2024 5/16/2024 Total for[10820] Avenu Insig	[10830] ATCO International* 4/24/2024 5/16/2024 Total for[10830] ATCC	1109201 Animal Medical Clinic* 4/08/2024 5/16/2024 4/25/2024 5/16/2024 4/30/2024 5/16/2024 5/03/2024 5/16/2024 5/09/2024 5/16/2024 5/09/2024 5/16/2024	1109251 HiTouch Business Services 5/09/2024 5/16/2024 (Total for[10925] HiTouch Bus

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Distribution Amount	47.06 38.50 38.93 38.50 77.00	317.43	270.45	600.00 600.00	1,100.00	217.70	628.14	450.00	450.00	1,115.50	108.00	172.00	189.00 194.00	326.40 326.40
Distr An										•				
Accounting Distribution	34.430 19.430 34.430 34.430 72.430	22.620	13.525	34.440	34.462	19.460	21.440	34.440		26.522	62.520	13.525	71.441 15.461	13.420
Acco Distr	22-4212-534,430 01-2671-519,430 22-4212-534,430 22-4212-534,430 01-6101-572,430	19-3211-522.620	01-2104-513.525	22-4212-534.440	22-4212-534.462	01-2670-519.460	14-3101-521.440	22-4212-534.440		28-3211-526.522	01-4212-562.520	01-2102-513.525	01-6213-571.441 01-2780-515.461	01-2104-513.420
Amount	47.06 38.50 38.93 38.50 77.00	77.43 317.42	270.45 270.45	600.00 600.00	1,100.00 1,100.00	217.70 217.70	628.14 628.14	450.00	450.00	1,115.50 1,115.50	108.00 108.00	172.00	189.00 194.00 555.00	326.40 326.40
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Original Amount	47.06 38.50 38.93 38.50 77.00	77.43 317.42	270.45 270.45	600.00 600.00	1,100.00 1,100.00	217.70	628.14 628.14	450.00	450.00	1,115.50 1,115.50	108.00 108.00	172.00	189.00 194.00 555.00	326.40 326.40
Description	wacissa site water bill Lamont School House Water Usage lloyd site water bill nash site water bill hall Park Water Service March and April	Usage Wacissa VFD Water	Monthly Web Service	nash site lease	repairs to boom joystick G-2	Courthouse Monthly Elevator Service	Otrly Clericus Distribution	bassett site lease Jan-Mar 2024		EZ IO Needles	dog feed kennels	Copier Lease Co Manager Agreement#020-	Copier Lease Agreement#020-1897530-000 Copier Lease Agreement#020-186373-000	Courthouse Lease N19013165
Due Date	6/15/2024 6/15/2024 6/15/2024 6/15/2024 6/15/2024	6/15/2024	5/16/2024	6/15/2024	6/15/2024	6/15/2024	6/15/2024	5/16/2024		6/15/2024	6/15/2024	5/16/2024	5/16/2024 5/16/2024	6/15/2024
<u>Invoice</u>	<u>iter</u> 320500 38.50 415600 424100 Act #0201800	:024 5/16/2024 Req 608 Total for[10980] Jefferson Community Water	11734 oup	01012024-Nash . McEiroy	1] THE CYLINDER SHOP LLC 1024 5/16/2024 3785 Total for[11135] THE CYLINDER SHOP LLC	il Mowrey Elevator Co. of FL 2024 5/16/2024 907905 Total for[11165] Mowrey Elevator Co. of FL	Req 696 s of N.Florida	FY2024Q2WS-	Sons	9508379980 unding LLC	14204 Milling Co.	36383969	0024 5/16/2024 36391227 0024 5/16/2024 36433697 Total for[11330] GREAT AMERICA FINANCIAL	I <u>Quadient Leasing USA Inc</u> 8024 5/16/2024 Q1300526 Total for[11405] Quadient Leasing USA Inc
Activity Date	Community Wa 5/16/2024 5/16/2024 5/16/2024 5/16/2024 5/16/2024	5/16/2024 0980] Jefferson	1.2k webgroup 1024 5/16/2024 1 Total for[11025] 2k webgroup	<u>I Mitchell L. McElroy</u> 924 5/16/2024 010120 Total for[11110] Mitchell L. McElroy	NDER SHOP LL 5/16/2024 1135] THE CYLIN	levator Co. of F 5/16/2024 1165] Mowrey El	<u> Legal Svcs of N.Florida</u> :024 5/16/2024 Req 696 Total for[11190] Legal Svcs of N.Florida	<u>Sons</u> 5/16/2024	Da Total for[11250] Walker & Sons	il Teleflex Funding LLC 2024 5/16/2024 95083799 Total for[11255] Teleflex Funding LLC	il Monticello Milling Co. 2024 5/16/2024 14204 Total for[11295] Monticello Milling Co.	MERICA FINANC 5/16/2024	5/16/2024 5/16/2024 1330] GREAT AN	Leasing USA In 5/16/2024 1405] Quadient I
Invoice Date	10980 Jefferson Community Water	5/16/2024 Total for[10	[11025] 2k webgroup 4/01/2024 5/· Total for[11025	[11110] Mitchell L. McEiroy 5/16/2024 5/16/202 Total for[11110] Mitc	11135 THE CYLINDER SHOP LLC 5/16/2024	111165] Mowrey Elevator Go. of FL 5/16/2024 5/16/2024 Total for[11165] Mowrey Ele	<u>[11190] Legal Svcs of N.Florida</u> 5/16/2024 5/16/2024 Total for[11190] Legal Sv	[11250] Walker & Sons 1/01/2024 5/16	Total for[11	111255 Teleflex Funding LLC 5/16/2024 5/16/2024 Total for[11255] Telefle	[11295] Monticello Milling Co. 5/16/2024 5/16/2024 Total for[11295] Montice	<u>[11330] GREAT AMERICA FINANCIAL</u> 4/18/2024 5/16/2024 36	4/19/2024 4/25/2024 Total for[1 1	[11405] Quadient Leasing USA Inc 5/16/2024 5/16/2024 Total for[11405] Quadient Le

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Distribution Amount	195.00 195.00	500.00	136.29	1,200.00	140.00	10.00	40.00	360.00	50.00	447.39	447.39	252.61	986.08 83.12 83.12	72.21 1,808.15	150.00 150.00
Accounting Distribution	01-6101-572.430	01-5103-563.811	01-6213-571.660	01-6212-571.662	29-2781-519.340	01-4212-562.492	01-2670-519.491	01-6101-572.131	01-2670-519.460	01-2780-515.420		01-2670-519,410	01-26/1-519.410 01-2780-515.410 01-3440-524.410 01-6212.574.410	22-4212-534.410	01-2102-513.525
A G	01-610	01-510	01-621	01-621	29-278	01-421	01-267	01-610	01-2670	01-278		01-267	01-207 01-278(01-344(22-421	01-210
Amount	195.00 195.00	500.00 500.00	136.29 136.29	1,200.00 1,200.00	140.00 140.00	10.00 10.00	40.00 40.00	360.00 3 60.00	50.00	447.39	447.39	1,808.15		1,808.15	150.00 150.00
Original Amount	195.00 195.00	500.00 500.00	136.29 136.29	1,200.00 1,200.00	140.00 140.00	10.00 10.00	40.00 40.00	360.00 3 60. 00	50.00	447.39	447.39	1,808.15		1,808.15	150.00 150.00
Description	Hall Park Monthly Service	April 2023 Medical Screening	Imagination Library – June	Ocean Outreach Exhibit / Summer Reading	Grower's Market Ad - 02-24	2 cats spayed	Courthouse Record Destruction Services	2024 Umpire Pay	Courthouse Lawn Service	Postage		Account 312042207 - 05/2024			Co. Mngr. Computer Services
Due Date	5/16/2024	5/16/2024	5/16/2024	5/16/2024	5/16/2024	6/15/2024	6/15/2024	5/16/2024	6/15/2024	6/15/2024		5/16/2024			5/16/2024
Invoice <u>Date</u> Activity Date Invoice	1425 B&B Porta-Toilets, Inc 14/10/2024 5/16/2024 296426 Total for[11425] B&B Porta-Toilets, Inc	11460 UF JACKSONVILLE PHYSICIAN 5/10/2024 5/16/2024 10-2023 Jefferson Total for[11460] UF JACKSONVILLE PHYSICIAN	1470 Dollywood Foundation 5/07/2024 5/16/2024 5/07/2024 Total for[11470] Dollywood Foundation 1470 Dollywood Foundatio		[11480] Greene Publishing, Inc. 2/16/2024 5/16/2024 33043 Total for[11480] Greene Publishing, Inc.	1115001 SGA SPAY & NEUTER CLINIC 5/16/2024 5/16/2024 2165060 Total for[11500] SGA SPAY & NEUTER CLINIC	(14575) Secure Records Solutions 5/16/2024 5/16/2024 0227145 Total for[11575] Secure Records Solutions	[11610] Calvin Holmes 4/19/2024 5/18/2024 041924-02 Total for[11610] Calvin Holmes	[11630] Keith Roddenberry 5/16/2024 5/16/2024 883875 Total for[11630] Keith Roddenberry	ney Bowes Purchase Pow 5/16/2024 Act #8000-9000-	J Pitney Bowe	[11825] CenturyLink 4/16/2024 5/16/2024 0524-2207		Total for[11825] CenturyLink	<u> 1835 Tim Phillips</u> 2/27/2024 5/16/2024 1258 Total for[11835] Tim Phillips
피	[11425] B& 4/10/2024 Tota	[11460] 5/10/2(T	<u>[11470] Dol</u> 5/07/2024 Tota	[11475] GU 4/17/2024 Total	[11480] Gre 2/16/2024 Tota	<u>[11500] SG</u> 5/16/2024 Tota	[11575] Se 5/16/2024 Tota	[11610] Ca 4/19/2024 Tota	[11630] Ke 5/16/2024 Tota	1117001 Pit 5/16/2024	_	[11825] Ce 4/16/2024		-	[11835] Tin 2/27/2024 Tota

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<u>Distribution</u> Amount	592.00 592.00	00.66	99.00	00.009	00 000	431.70 452.87	884.5/	915.00	915.00	216.00	300.00	216.00	3,710.00	5,499.00	8,700.00	300.00
Accounting Distribution	22-4212-534.463	19-3211-522.441	28-3211-526.441	01-2104-513.525		01-2332-516.401 01-2670-519.410		22-4212-534.491		01-6101-572.131	01-6101-572.131	01-6101-572.131	01-6213-571.460	01-6213-571.460	22-4212-534.440	01-6212-571.662
Amount	592.00 592.00	198.00	198.00	00.009	900 00	431.70 452.87 884.57	10:400	915.00	915.00	216.00 216.00	300.00	216.00	3,710.00 3,710.00	5,499.00 5,499.00	8,700.00	300.00 300.00
Original Amount	592.00 592.00	198.00	198.00	900.00	00.009	431.70 452.87 884.57	2	915.00	915.00	216.00 216.00	300.00	216.00	3,710.00 3,710.00	5,499.00	8,700.00 8,700.00	300.00 300.00
Description	cardboard bailer repairs	Copier Lease Agreement#020-1483084-000		Jefferson County - Accufund One Year Support	Initial Payment	SAO Internet Service Courthouse Internet		waste compactors hauled because their truck hit our fruck in accident		2024 Umpire Pay	2024 Umpire Pay	2024 Umpire Pay	Materials Deposit / Entry Railing	Bike Rack	rental rolloff truck	Summer Program
Due Date	6/15/2024	5/16/2024		5/16/2024		6/15/2024 6/15/2024		5/16/2024		6/17/2024	6/17/2024	6/17/2024	5/16/2024	6/15/2024	5/16/2024	5/16/2024
Invoice Date Activity Date Invoice	12200 Marpan Recycling LLC 5/16/2024 5/16/2024 1759134 Total for[12200] Marpan Recycling LLC	12550 Toshiba Financia <u>Services</u> 4/15/2024	Total for[12550] Toshiba Financial Services	[12734] Waypoints LLC 4/20/2024 5/16/2024 042024-01	Total for[12734] Waypoints LLC	12741 Lumen 5/16/2024 5/16/2024 684628521 5/16/2024 5/16/2024 684629624 Total for[12741] Lumen	ep South Sanitation LLC	5/01/2024 5/16/2024 15812	Total for[12751] Deep South Sanitation LLC	[12768] Michael Meeks 5/18/2024 5/18/2024 042924-04 Total for[12768] Michael Meeks	12769 Nicholas Cooksey 5/18/2024 5/18/2024 042924-03 Total for[12769] Nicholas Cooksey	<u>[12770] Rhett Jacobs</u> 5/18/2024 5/18/2024 042924-05 Total for[12770] Rhett Jacobs	<u>[12773] iron images</u> 4/25/2024 5/16/2024 4283 Total for[12773] iron images	<u> 112774 TerraBound Solutions</u> 5/16/2024 5/16/2024 Bike Rack Total for[12774] TerraBound Solutions	<u>[12776] Big Truck Rental</u> 4/29/2024 5/16/2024 52260 Total for[12776] Big Truck Rental	112777] Bits n Pieces Puppet Theatre 3/08/2024 6/06/2024 0124061401 Total for[12777] Bits n Pieces Puppet Theatre

Run: 5/10/2024 at 5:22 PM	Jefferso	Jefferson County Board of County Commissioners	Commissioner	S		Page: 9
	Accounts Pa	Accounts Payable Status with Accounting Distribution by Vendor	stribution by Ven	idor		
Invoice Date Activity Date Invoice	Due Date	Description	Original Amount	Amount	Accounting Distribution	Distribution Amount
[12778] Robert Cardice 5/16/2024 5/16/2024 Req 741 Total for[12778] Robert Cardice	5/16/2024	Annex Sound System Services	327.13 327.13	327.13 327.13	01-2671-519.410	327.13
<u> 90064 PREVATT JR., JEFFREY WAYNE</u> 5/18/2024	6/17/2024 VAYNE	2024 Umpire Pay	540.00 540.00	540.00 540.00	01-6101-572.131	540.00 540.00
Report Total			171,330.49 171,330.49	1,330.49		171,330.49

<u>Distribution</u> Amount	50.84 34.08 84.92	1,090.71 2,211.31 1,097.26	821.84	821.84 3,041.75	3,041.75	74,199.99 74.199.99	696.66 1,053.32 220.00	154.35	2,384.33 3,582.56	5.966.89	223.58	7.51	30.77
<u>Accounting</u> Distribution	11-4102-541.430 11-4102-541.430	18 4102-541.641 18 4102-541.641 18 4102-541.641	11-4102-541.430	11-4102-541.442		11-4102-541.442	11-4102-541.462 11-4102-541.462 11-4102-541.462	11-4102-541.410	11-4102-541.462 11-4102-541.462		11-4102-541.463	11-4102-541.463	11-4102-541.430 11-4102-541.430
Amount Owed	50.84 34.08 84.92	1,090.71 2,211.31 1,097.26 4.399.28	821.84	3,041.75	3,041.75	74,199.99 74,199.99	696.66 1,053.32 220.00 1,969.98	154.35 154.35	2,384.33 3,582.56	5,966.89	223.58	7.51 231.09	30.77 0.00 30.77
Original Amount	50.84 34.08 84.92	1,090.71 2,211.31 1,097.26 4,399.28	821.84	3,041.75	3,041.75	74,199.99 74,199.99	696.66 1,053.32 220.00 1,969.98	154.35 1 54.3 5	2,384.33 3,582.56	5,966.89	223.58	7.51 231.09	30.77 0.00 30.77
Description	monthly water - Road Dept Accout#00050112 monthly service - hydrant - Account#00050479	limerock base material - Steen Road limestone Road Base - Steen rd limestone road base - Steen Rd	monthly service - road dept Account#93000014176	2023 Property Tax - #94 - account# 030- 0069829-000		Deutz Fahr 5105GS-4C Tractor - #116	new tire - #107 - Rd Dept new tires - #104 - Road Dept dismount/mount/balance tires - #74 - road dept	Account#22501100-00001 April 2024	Equipment Service - 1000 Hr - #102 Equipment Service - 2000 Hr to include 2500 Hr Service - #88		hydraulic fitting, hydraulic hose, 10gs-10mj,	Tugs-Tunox Kd Dept - Ac# 132 HHC G25100-0608 - #103 Customer#132	monthly service - N Salt Rd - 72001059001 Account#72001059006 monthly service - Hwy 90 & n salt rd - 72001059012
Due Date	5/16/2024 5/16/2024	5/16/2024 5/16/2024 5/16/2024	5/16/2024	5/16/2024		5/16/2024	5/16/2024 5/16/2024 5/16/2024	5/16/2024	5/16/2024 5/16/2024		5/16/2024	5/16/2024	5/16/2024 5/16/2024 5/16/2024
<u>e</u> <u>Invoice</u>	0324-0112 0324-0479 nticello	b 2114749 2116157 2116478 Ilvington Distrib	0424-4176 cov	0069829	e Credit*	E03843 RCENTER	160714185 160714191 160714209 Iire	9962362121 ireless	<u>ny</u> 1950284 1950286	ipment Company	10338-302342	10338-302691 Carquest Inc.	COOPE 0424-9001 0424-9006 0424-9012
ite Activity Date	City of Monticello 024 5/08/2024 0324- 024 5/08/2024 0324- Total for[10025] City of Monticello	10090 Conrad Yelvington Distrib	1 <u>Duke Energy</u> :024	eere Credit* 5/08/2024	Total for[10135] John Deere Credit*	1 TNT SUPERCENTER 1024 5/08/2024 E03843 Total for[10245] TNT SUPERCENTER	Big Bend Tire 024 5/08/2024 16 024 5/08/2024 16 024 5/08/2024 16 Total for[10250] Big Bend Tire	<u>Verizon Wireless</u> 024 5/16/2024 9962 Total for[1 0255] Verizon Wireless	1103151 Beard Equipment Company 5/08/2024 5/08/2024 5/08/2024 5/08/2024	Total for[10315] Beard Equipment Company	10440] Monticello Carquest Inc. 4/30/2024 5/08/2024	024 5/08/2024 10338-30269 Total for[10440] Monticello Carquest Inc.	1105201 TRI-COUNTY ELECTRIC COOPE 4/19/2024 5/16/2024 0424- 4/29/2024 5/16/2024 0424- 4/19/2024 5/16/2024 0424-
Invoice Date	10025 City of Monticello 4/04/2024 5/08/20 4/04/2024 5/08/20 Total for[10025] Cit	[10090] Conrad 4/23/2024 4/24/2024 4/25/2024 Total for[[10130] Duke Energy 4/29/2024 5/ Total for[10130	[10135] John Deere Credit* 2/15/2024 5/08/2024	Total for	[10245] TNT SUPERCENTER 4/30/2024 5/08/2024 Total for[10245] TNT S	110250 Big Bend Tire 4/15/2024 5/0 4/15/2024 5/0 4/16/2024 5/0 Total for[10250]	<u>[10255] Verizon Wireless</u> 4/23/2024 5/16/2/ Total for[10255] Ve	[10315] Beard E 5/08/2024 5/08/2024	Total for	[10440] Montice 4/30/2024	5/08/2024 Totai for [[10520] TRI-COI 4/19/2024 4/29/2024 4/19/2024

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		Accounts Pay	Accounts Payable Status with Accounting Distribution by Vendor	tion by Ver	ıdor		
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Invoice Date Activity Date	te Invoice	Due Date	Description	Original Amount	Amount	Accounting	Distribution
4/29/2024 5/08/2024	0424-9014	5/16/2024	monthly service - gamble & w capps -	403.55	403.55	11-4102-541.430	403.55
Total for[10520] TRI-COUNTY ELECTRIC COOPE	NTY ELECTRIC COOP	ñ	41000010014	465.09	465.09		765 00
[10540] Jones Welding & Industria 4/30/2024 5/08/2024	<u>ria</u> R00685236	5/16/2024	monthly rental, ac2, ox125, ox282 -	107.10	107.10	11-4102-541.520	107 10
Total for[10540] Jones Welding & Industria	elding & Industria		Custome#58688	167 10	107 10		
[10575] Mobile Communications 5/01/2024 5/08/2024	307070050494	5/16/2024	fleet tracker service - Road Dept -	460.90	460.90	11-4102-541 341	107.10
Total for[10575] Mobile Communications	ommunications		Customer9501	760 00	0000		0.00
[10710] O'Reilly Automotive, Inc.	F070 40 1700			96.001	460.30		460.90
4505054	771017-577	5/16/2024	battery - Rd Dept 60383 - 2834089- #56	681.44	681.44	11-4102-541.463 11-4102-541.520	507.26 98.22
Total for[10710] O'Reilly Automotive, Inc.	Automotive, Inc.			681 44	681 44	11-4102-541.641	75.96
[10725] Keaton Tire Repair				1	‡		681.44
4/26/2024 5/08/2024 5401 Total for[10725] Keaton Tire Repair	5401 ire Repair	5/16/2024	service call, new tire, tube, mount #60	1,035.00 1,035.00	1,035.00 1,035.00	11-4102-541.462	1,035.00
110770 Cintas 4/23/2024 5/16/2024 4/30/2024 5/08/2024	4190360800 4191064859	5/16/2024	uniform rental - road dept - Payer#19616374	126.60	126.60	11-4102-541.341	126.60
Total for[10770] Cintas			אניניייייייייייייייייייייייייייייייייי	253.20	253.20	11-4102-541.341	126.60 253.20
[11150] Potty Man Portables 5/03/2024 5/08/2024 114769 Total for[11150] Potty Man Portables	114769 1 Portables	5/16/2024	portable toilet rental - rd dept	95.00	95.00	11-4102-541.430	95.00
[11585] Crystal Springs 3/25/2024 4/18/2024	15070266 032524	5/16/2024	Account#671493115070266	93.94	93.94	11-4102-541 520	93.00
4/25/2024 5/08/2024	15070266 042524	5/16/2024	cooler rental & water - Rd Dept Account#671493115070266	81.45	81.45	11-4102-541.520	81.45
Total for[11585] Crystal Springs	prings		cooler rental & water - Rd Dept	175.39	175.39		475 30
112640 DoorKing INC 5/03/2024	2246606 INC	5/16/2024	monthly service - gate	32.95 32.95	32.95 32.95	11-4102-541.410	32.95
112743 Site Truck Services LLC 3/25/2024	2180 2212	5/16/2024 5/16/2024	Repair - Diagnose work needed - #23 Repair - 2006 f-250 truck #111- replaced #5	300.00 469.09	300.00 469.09	11-4102-541.462 11-4102-541.462	300.00 469.09
5/06/2024 5/08/2024 2225 Total for[12743] Site Truck Services LLC	2225 k Services LLC	5/16/2024	cylinder coil pack to correct cylinder misfire Brake hose 1/2 quick connect #104	68.80 837.89	68.80 837.89	11-4102-541.462	68.80 837.89
Report Total	otal		o	95,014.05 9	95,014.05		95,014.05

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		Accounts Pay	Accounts Payable Status with Accounting Distribution by Vendor	ibution by Ve	andor 📲		
Invoice Date Activity Date	Invoice	Due Date	Description	Original Amount	Amount Owed	Accounting Distribution	Distribution Amount
10210 GOVERNMENTSERVICES GROUP 4/25/2024 5/08/2024 23909	<u>sroupi</u> 23909	5/16/2024	Professional Services 1/1/24 - 3/31/24	8,750.01	8,750.01	12-0098-551.300	8,750.01
Total for[10210] GOVERNMENTSERVICES GROUP!	SERVICES GI	ROUPI	AContract#C535-001.01	8,750.01	8,750.01		8.750.01
10530 ECB PUBLISHING INC 4/17/2024 5/08/2024 29254 Total for[10530] ECB PUBLISHING INC	254 NG INC	5/16/2024	Notice to Bidders - SHIP	175.30 175.30	175.30 1 75.30	12-0098-551.300	175.30
Report Total				8,925.31	8,925.31		8,925.31

Form Work Authorization

WORK AUTHORIZATION NO. 08

Continuing Professional Services Agreement by and between Jefferson County and AE Engineering, Inc.

Project Name: Boston Highway Culvert Design Phase I (4486-123-R (091)

A. Summary of Services to be rendered: Provide an approved deliverable set of plans for the Boston Highway Culvert Design Phase I. The scope of the work for Phase I, which includes but is not limited to surveying, engineering, design, plan preparation, permitting, and bidding for the proposed project, for Phase II approval. No construction activities have been approved.

The proposed erosion control activities include replacing the existing 36-inch corrugated metal pipe with a 42-inch reinforced concrete culvert with concrete headwalls on both ends of the pipe to stabilize the grass shoulder, preventing further runoff erosion. Boston Highway serves as a critical evacuation route out of the City of Monticello, and the continuing erosion shall further compromise the culver piping and the integrity of the road, which shall eventually cause the road to collapse. The proposed erosion control shall reduce future runoff erosion and prevent culvert and road failure, ensuring that Boston Highway continues serving the community.

The project shall be designed to withstand erosion associated with a 100-year flood event and must meet current industry standards and minimum requirements of the selected erosion control method to be implemented. Activities shall be completed in strict compliance with Federal, State, and Local applicable Rules and Regulations.

B. Project Cost (Not to Exceed): \$46,077.00

C. Project Schedule: N/A

Preliminary Design (30%) – TBD
Preliminary Design (60%) – TBD
Preliminary Design (90%) – TBD
Final Design – complete TBD
Bid Services – complete TBD

Construction – Agreement Admin complete TBD

D. NOTICE/PROJECT MANAGER OF CONSULTANT

Jo Ann Moore
AE Engineering, Inc.
2840 Remington Green Circle, Suite 6/7
Tallahassee, FL 32308

Phone: (850) 585-1781 Fax: (904) 332-8424

<u>imoore@aeengineeringinc.com</u> County Coordinator or Designee Jefferson County 1484 S. Jefferson Street Monticello, FL 32344 Phone: (850) 342-0287

Fax: N/A

smetty@jeffersoncountyfl.gov

IN WITNESS WHEREOF, the p and year below last written.	arties hereto have set their hands and official seals the day
Jo Ann Moore	Shannon Metty
AE Engineering, Inc.	Jefferson County Interim County
	Manager
Date:	Date:

Board of County Commissioners Agenda Request

Date of Meeting: May 16, 2024

Date Submitted: April 26, 2024

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Amendment to Agreement for County Attorney Services

Statement of Issue:

This agenda item requests Board direction regarding the Agreement for County Attorney Services, by and between Jefferson County, Florida ("County") and Nabors, Giblin & Nickerson PA ("NGN"), entered into on July 7, 2022 ("Agreement"). The Agreement is attached for reference.

Background:

Pursuant to Jefferson County Request for Proposals No. 22-04292022-01, the County selected NGN as the new County Attorney after the retirement of Buck Bird and Scott Shirley. The County and NGN entered into the Agreement on July 7, 2022.

The original term of the Agreement ran from July 1, 2022, through June 30, 2023 and was extended through June 30, 2024. The Agreement may be extended upon mutual agreement of the parties for three (3) additional one (1) year terms or any other extension agreed to by the parties.

The Agreement is also terminable without cause at any time upon the provision of sixty (60) days' notice by either party.

Analysis:

The current Agreement will expire on June 30, 2024. NGN is willing to agree to an extension of either one (1) year or up to an additional three (3) years at the Board's election.

NGN is also requesting an annual CPI based inflation adjustment commencing October 1, 2024. NGN's fees have not increased since July 2022, but its costs of services have increased.

A proposed amendment is attached.

This item is being brought to the Board in advance so that the County will have time to reprocure these County Attorney services and provide for an orderly transition in the event the Board elects not

Amendment to Agreement for County Attorney Services May 16, 2024 Page 2

to approve the amendment. If the County prefers to reprocure the County Attorney services, NGN will be available until June 30, 2024, to assist in an orderly transition.

Options:

- 1. Approve the Amendment to the Agreement for County Attorney Services.
- 2. Do Not Approve the Amendment to the Agreement for County Attorney Services and Direct the County Manager to Issue an RFP to Reprocure County Attorney Services.
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

- 1. Agreement for County Attorney Services
- 2. Proposed Amendment

AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement made and entered into this $\frac{1}{2}$ day of $\frac{1}{2}$, 2022, by and between JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the law firm of NABORS, GIBLIN & NICKERSON, P.A. ("NGN") for the provision of County Attorney services as more particularly set forth herein.

WITNESSETH

WHEREAS, the County has selected NGN to provide legal services as county attorney as a result of the County's Request for Proposals No. 22-04292022-01; and

WHEREAS, NGN has the ability to render the services as required by the County as set forth herein; and

WHEREAS, the County seeks to engage NGN to serve as county attorney.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

- **ARTICLE I. RECITALS.** The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.
- **ARTICLE II. SCOPE OF SERVICES.** NGN shall provide county attorney services in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

ARTICLE III. COMPENSATION AND INVOICES.

- 3.1 <u>Compensation</u>. Compensation under this Agreement shall be as set forth in EXHIBIT "B" attached hereto and incorporated by reference.
- 3.2 <u>Invoices for General County Attorney Services</u>. NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$140,000. The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will contain a detailed summary of the actual services provided.
- 3.3 <u>Invoices for Litigation Services</u>. All statements or invoices for fees and costs for Litigation services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.
- 3.4 <u>Invoices for Extraordinary Services consisting of Matters Exceeding 10 Hours in Work.</u> Services for those general County Attorney Services matters which will exceed ten (10)

hours ("Extraordinary Services") shall be billed on an hourly basis. Prior to engaging in the provision of these Extraordinary Services, NGN shall provide written notice to the County Coordinator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Coordinator prior to beginning these Extraordinary Services. All statements or invoices for fees and costs for such services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged.

- 3.5 <u>Invoices for Special Services</u>. Invoices for representation of the County with respect to the issuance of bonds, notes, or other obligations of the county, issuance of title certificates for the development of special revenue projects, specialized utility matters, legislative services or such other specialized services shall be negotiated on a project by project basis and subject to the approval of the County Coordinator. The terms for invoicing on those matters shall be determined as part of the project negotiations.
- 3.6 <u>Disputed Amounts</u>. In the event a portion of an invoice submitted to the County for payment to NGN, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

ARTICLE IV. TERM AND TERMINATION.

- 4.1 The term of this Agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be extended, upon mutual written agreement of the parties, for four (4) additional one (1) year terms or any other extension agreed to by the parties in writing.
- 4.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.
- 4.3 Termination With Cause. This Agreement may be terminated by the County if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.
- 4.4 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from NGN to its successor.
- 4.5 In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify NGN of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause.

- 4.6 The rights, duties and responsibilities of NGN shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.
- 4.7 If the Agreement is terminated by the County as provided herein, NGN will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.
- **ARTICLE V. DESIGNATED PERSONNEL.** Services provided by NGN to the County shall be rendered by Heather J. Encinosa, designated as the County Attorney. Gregory T. Stewart is designated as the Deputy County Attorney. Evan J. Rosenthal and Elizabeth Desloge Ellis are designated as Assistant County Attorneys. Additional attorneys employed by NGN shall be used in the provision of legal services to the County on an as needed basis and at the direction of Heather J. Encinosa or her designee.
- **ARTICLE VI. INDEPENDENT CONTRACTOR.** NGN is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided herein shall at all times, and in all places, be subject to the NGN's sole discretion, supervision, and control. NGN does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.
- ARTICLE VII. OUTSIDE COUNSEL AND EXPERTS. From time to time, the Board may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, NGN shall have the authority to use or retain on behalf of the County such additional experts or counsel that it deems necessary to implement the related objectives and programs of the County. Such retention shall be subject to the approval of the County Coordinator. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by NGN and, upon approval, submitted to the County Coordinator and/or the Board for payment, as appropriate.

ARTICLE VIII. CONTRACT ADMINISTRATION.

- 8.1 NGN shall accept direction from the Board; however, for ease and convenience of administration, the County hereby also designates its County Coordinator to provide policy direction and instructions to NGN in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the Board.
- 8.2 NGN shall be entitled to reasonably rely upon direction received from the County Coordinator.

ARTICLE IX: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

9.1 NGN hereby certifies that it is legally entitled to enter into this Agreement with the County and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.2 In connection with the services to be performed under this Agreement, NGN shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE X. GENERAL PROVISIONS.

- 10.1 NGN shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the County. NGN must comply with the public records laws, Florida Statute Chapter 119, specifically NGN must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If NGN transfers all public records to the County upon completion of the contract, NGN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NGN keeps and maintains public records upon completion of the contract, NGN shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NGN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS KIRK REAMS, CLERK OF COURT AND COMPTROLLER, 1 COURTHOUSE CIRCLE, MONTICELLO, FL 32344, (850)342-0218 EXT 232, KREAMS@JEFFERSONCLERK.COM.

- 10.2 <u>Insurance</u>. During the term of this agreement, NGN shall maintain the insurance requirements as set forth on Exhibit "C" attached hereto.
- 10.3 <u>Conflict of Interest.</u> NGN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. NGN shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the NGN's judgment or quality of service. NGN shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

- 10.4 <u>Indemnification.</u> NGN shall to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County), indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged negligent act or omission of the County Attorney, any substitute, anyone direct or indirectly employed by either of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by individual in the performance of the work; or liens, claims or actions made by the individual or any substitute or other party performing the work.
- 10.5 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Jefferson County, Florida.
- 10.6 Entire Agreement. The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.
- 10.7 <u>Amendments.</u> This Agreement may be amended only in writing upon mutual consent of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.
- 10.8 <u>Notices</u>. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County:

County Coordinator Attn: Shannon Metty, Acting Coordinator 445 West Palmer Mill Rd Monticello, Fl 32344 (850)342-0223 Smetty@jeffersoncountyfl.gov **County Attorney:**

Clerk of the Circuit Court

Nabors, Giblin & Nickerson, P.A.

Attn: Heather J. Encinosa 1500 Mahan Drive, Suite 200

Tallahassee, FL 32308

(850) 224-4070

hencinosa@ngnlaw.com

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or e-mail or three days after the date mailed.

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

APPROVED AS TO FORM:	JEFFERSON COUNTY, FLORIDA
By:	A THE
Scott Shirley, County Attorney	Gene Hall, Chairman
	Board of County Commissioners
ATTEST:	Date:
mill-	

	NABORS, GIBLIN & NICKERSON, P.A
	SHE
	Heather J. Encinosa
Witnesses:	Date: 7/1/22
Manne KM2	1 1
Signature	
Shannon Mette	
Print Name,	
M / PAUL HEARY	
Signature	
Print Name	

EXHIBIT A

SCOPE OF SERVICES

COUNTY ATTORNEY SERVICES

NGN shall serve as the county attorney for the County and shall provide all legal services required by the County, which shall include but not limited to:

- 1. To perform the duties and responsibilities required pursuant to the local, state, and federal laws, rules, and regulations applicable to Jefferson County and the general laws of the State of Florida.
- 2. To advise, research, assist and render written opinion to the County on a wide variety of legal areas including but not limited to: general County law, labor law, general, state and federal laws relating to County government, intergovernmental relations and rules and regulations.
- 3. To serve as legal advisor and counselor for all departments and all of its officers in matters relating to their official duties.
- 4. To prepare, review, or advise on all contracts, bonds, and all other legal and official instruments in which the County is concerned and shall endorse on each his/her approval of the form and correctness.
- 5. To review all agenda items.
- 6. To advise, research and assist the County on a wide variety of legal areas including but not limited to: grants, budgets, bonds, user fees, impact fees, franchise fees, property taxes, special assessments, public disclosure issues, laws against discrimination, preparation of ordinances, resolution development and interpretation, housing, subdivision and land use law, comprehensive planning, zoning regulations and property rights, eminent domain, economic development activities, public utilities, code enforcement, building codes, real estate law annexations, contract law, environmental law, franchise law, County leases, purchasing and procurement, personnel matters including collective bargaining, union negotiations, arbitration, employee grievances, including advice on the creation of policies and procedures, litigation and trial activity, tort law and proactive methods to avoid litigation.
- 7. To prosecute and defend on behalf of the County all complaints, suits and controversies in which the County is a party except where the County's defense is provided either by contract or law by a third party.
- 8. To furnish the County Commission, the Planning Commission, the County Coordinator and the head of any department, his/her opinion on any question of law relating to any matter concerning their respective power and duties.
- 9. To advise the County Commission and Planning Commission as to their compliance or non-compliance with the provisions of Florida law.
- 10. To attend all meetings of the County Commission and Planning Commission, unless excused, either in person or by his duly designated representative to supply those legal services as may be needed during the meeting.

- 11. To provide Counsel and legal services for County boards, task forces, and committees duly authorized by County Commission.
- 12. To assist the County in preparation, drafting, revisions of codes, ordinances, resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the County Commission and/or County Coordinator.
- 13. To prepare documents necessary for land purchases and/or sales, including development of proper legal descriptions for such real estate transactions.
- 14. To submit, as part of the annual budget process, anticipated expenditures, and revenues.
- 15. To provide quarterly reports to the County Commission summarizing legal services activities.
- 16. To provide all required documentation to the external auditor as part of annual audit.
- 17. To coordinate and supervise, specialized legal services provided by outside counsel.
- 18. To keep the County Commission, Planning Commission, and County Coordinator informed of legislation or judicial opinions that have potential impact to the County.
- 19. To meet with County Coordinator and/or designee on an as needed basis to provide for the operational necessity of the County.
- 20. To assist in preparation, drafting, revisions of contracts, amendments to the contracts and other legal documents at the request of the Commission and/or County Coordinator.
- 21. To advise County Commission, Planning Commission, and County Coordinator periodically on Sunshine Law and public records law, home rule, legislative and quasijudicial bodies; and all other areas of County law, legislative and judicial opinions that could potentially impact the County.
- 22. To perform any other duties as assigned, or as directed by the County Commission.

EXHIBIT B

COMPENSATION

COMPENSATION FOR GENERAL COUNTY ATTORNEY SERVICES

(A) NGN shall be compensated for the county attorney services at the annual lump sum amount of \$140,000 per year. Such amount shall be payable in twelve equal monthly installments.

NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$140,000. The invoice for General County Attorney Services shall consist of a request for payment for the prior month's service and will contain a detailed summary of the actual services provided.

(B) To provide heightened accountability, NGN and the County agree to jointly review such county attorney reports or invoices no later than January 15, 2023 at which time, upon mutual agreement of the parties, the annual lump sum retainer amount and method of compensation hereunder may be revised.

COMPENSATION FOR LITIGATION AND EXTRAORDINARY SERVICES EXCEEDING TEN (10) HOURS IN TIME

NGN shall also provide legal services to the County in prosecuting or defending litigation involving the County (for the purposes of this Agreement litigation is defined as those matters for which NGN serves as counsel of record for the County that are initiated by a filing in an administrative agency or tribunal or an action in state or federal court and shall also include all arbitrations and mediations) ("Litigation").

Additionally, NGN and the County recognizes that in some extraordinary matters relating to General County Attorney Services that the amount of time involved will exceed ten (10) hours in attorney time. These types of activities may include but are not limited to the preparing, revising and reviewing of extensive ordinances, policy provisions, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents, real estate transactions, and other legal matters on behalf of the County that are reasonably expected to require more than ten (10) hours of attorney time ("Extraordinary Services"). Prior to engaging in the provision of these Extraordinary Services, NGN shall provide written notice to the County Coordinator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Coordinator prior to beginning these Extraordinary Services.

Litigation and Extraordinary Services will be compensated on an hourly basis at the following rates:

(A) NGN shall be compensated for Litigation and Extraordinary Services on an hourly basis at the following rates:

Partners \$180 per hour Associates \$160 per hour Clerks/Paralegals \$80 per hour

- (B) All statements or invoices for fees for such services rendered on Litigation and Extraordinary Services submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.
- (B) All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the County Coordinator unless directed otherwise by the County Coordinator.

COMPENSATION FOR SPECIAL SERVICES

NGN shall also provide various specialized services to the County, on an as needed basis ("Special Services"). These Special Services include but are not limited to the following:

- (A) Representing the County with respect to the issuance of bonds, notes, or other obligations of the County;
 - (B) Issuing title insurance commitments and policies; or
 - (C) Providing legislative consulting services.

Compensation for such Special Services shall be negotiated on a project by project basis, subject to the approval of the County Coordinator or the Board, as required. The terms for invoicing on those matters shall be determined as part of the project negotiations.

REIMBURSEMENT OF COSTS

Under this Agreement, NGN will not charge the County for travel time or travel-related costs to and from the County. NGN will be reimbursed for actual costs incurred on other travel outside of Leon and Jefferson County in accordance with Section 112.061, Florida Statutes.

In addition to the compensation specified above, NGN will be reimbursed for those expenses incurred which are directly related to the provision of services, including, but not limited to: copy costs, filing fees, deposition expenses, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight delivery charges, and other charges incurred in providing services to the County.

EXHIBIT C

INSURANCE REQUIREMENTS

NGN shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 (exclusive of defense costs) per occurrence.

Workers Compensation: Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100, each employee; and \$500,000 policy limit for disease.

AMENDMENT #2 AGREEMENT FOR COUNTY ATTORNEY SERVICES

THIS AMENDMENT to that certain AGREEMENT FOR COUNTY ATTORNEY SERVICES, dated as of July 7, 2022 (hereinafter referred to as the "Original Agreement") is made and entered into this 16th day of May, 2024, by and between JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "County") and NABORS, GIBLIN & NICKERSON PA, a Florida professional association, (hereinafter referred to as "NGN").

RECITALS

WHEREAS, the County and NGN entered into the Original Agreement on or about July 7, 2022, to provide legal services as county attorney; and

WHEREAS, the term of the Original Agreement with the first approved extension expires on June 30, 2024; and

WHEREAS, in accordance with Section 4.1 of the Original Agreement, the term of the Original Agreement may be renewed for three (3) additional one-year terms or any other extension agreed to by the parties; and

WHEREAS, NGN has not increased its compensation since the inception of the Original Agreement and due to increasing costs has requested an annual inflation adjustment; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through and including June 30, 202__ and to modify the Original Agreement to authorize an annual inflation adjustment.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1, of the Original Agreement, NGN and the County hereby agree to extend the term of the Original Agreement for ____ (__) year(s), through and including June 30, 202__.

SECTION 2. AMENDMENT OF EXHIBIT B. Exhibit B of the Original Agreement, entitled Compensation, is hereby amended to include an annual inflation adjustment, as follows:

ANNUAL INFLATION ADJUSTMENT

At the beginning of each fiscal year commencing October 1, 2024, the foregoing annual lump sum amount for General County Attorney Services and the foregoing hourly rates for Litigation and Extraordinary Services shall be increased (rounded up to the nearest whole dollar) by the percentage change in the Consumer Price Index ("CPI") for all urban consumers in the Tallahassee metropolitan area, as reported by the U.S. Department of Labor, Bureau of Labor Statistics, over the most recently reported annual period prior to such fiscal year, and be similarly increased in each subsequent year thereafter.

SECTION 3. MISCELLANEOUS.

- A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.
- B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.
- C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.
- D. This Amendment shall become effective when it is last approved and executed by the parties.

E. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

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

ATTEST:	JEFFERSON COUNTY, FLORIDA
Jason Welty Clerk	By JT Surles Chairman
	NABORS, GIBLIN & NICKERSON, PA
Signed, sealed and delivered in the presence of:	By:Signature
Signature	Printed Name
Print Name	Date
Signature	
Print Name	

Board of County Commissioners Agenda Request

Date of Meeting: May 16, 2024

Date Submitted: May 10, 2024

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Policy and Procedure Regarding Disposition of the Remains of Deceased

Unclaimed and Indigent Persons

<u>Statement of Issue:</u> Under Florida law, Jefferson County is required to provide for the disposition of remains of deceased unclaimed and/or indigent persons. Currently the County has no adopted policy governing these procedures.

Background: The purpose of adopting a policy and procedure is to provide uniform guidance pursuant to Chapter 406, Florida Statutes for the cremation of the remains of unclaimed or indigent deceased persons which are required to be disposed of at public expense. Those guidelines must be adopted by resolution.

So far this year there have been 2 deceased individuals that have met the requirements to be cremated at public expense in Jefferson County. Administration of the program, including determination of indigency status, is currently completed in-house by staff. Administration is currently evaluating other options in conjunction with a proposed procurement for transportation, storage and cremation services.

<u>Analysis:</u> The County Attorney's Office has drafted a Resolution, policies and procedures in conjunction with the County Manager's Office to address the legislative mandate that counties be responsible for the disposal of unclaimed and/or indigent remains within its boundaries.

Options:

- 1. Approve the Resolution, Policies and Procedures
- 2. Do Not Approve the Resolution, Policies and Procedures
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Resolution

RESOLUTION NO. 2024-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA ESTABLISHING POLCIES AND PROCEDURES FOR THE DISPOSITION OF THE REMAINS OF UNCLAIMED OR INDIGENT DECEASED PERSONS; PROVIDING FOR APPLICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 406, Florida Statutes mandates that each county responsible for the disposition of remains of those who have died within that county and who are found to be unclaimed or indigent; and

WHEREAS, the provisions of Chapter 406, Florida Statutes authorize the adoption of procedures by the County for the disposition of the remains of unclaimed or indigent deceased persons; and

WHEREAS, the County finds it to be in the best interest of the health, welfare, and safety of its citizens in establishing a uniform policy and procedure for the disposition of the remains of unclaimed or indigent deceased persons.

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

SECTION 1 – Adoption of the Policy and Procedures

The Board of County Commissioners of Jefferson County, Florida does hereby adopt the policy and procedures for disposition of the remains of unclaimed and/or indigent deceased persons which are attached hereto as Exhibit "A".

SECTION 2 – Application of the Policy and Procedures

Such procedures shall apply uniformly throughout all areas of Jefferson County, Florida.

SECTION 3 – Effective Date

The Resolution shall take effect immediately upon adoption.

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PASSED AND DULY ADOPTED at the Commissioners of Jefferson County, Florida on	•
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
ATTEST:	J.T. Surles, Chair
Jason Welty, Clerk of the Circuit Court	
APPROVED AS TO FORM:	
Heather J. Encinosa, Esq., County Attorney	

Exhibit "A"

Jefferson County's Policy and Procedure Regarding Disposition of the Remains of Deceased Unclaimed and Indigent Persons

- COVER PAGE -

JEFFERSON COUNTY'S POLICY AND PROCEDURE REGARDING DISPOSITION OF THE REMAINS OF DECEASED UNCLAIMED AND INDIGENT PERSONS

PURPOSE

The purpose of this policy and procedure is to provide uniform guidance pursuant to Chapter 406, Florida Statutes for the determination of unclaimed or indigent deceased and the cremation of the remains of unclaimed or indigent deceased persons which are required, by law, to be disposed of at public expense (the "Program").

OVERVIEW

Florida law states that all counties are charged with the burial or cremation of unclaimed or indigent remains at the county's expense. The law was enacted to ensure that unclaimed and indigent remains are properly disposed of for public health purposes. Jefferson County does not supplement funeral expenses.

In Jefferson County, County staff work to determine the eligibility of the deceased for the Program. After being identified for eligibility by staff, all unclaimed or indigent cremations are coordinated between a local funeral home and Jefferson County through contract. The contracted funeral home then disposes of the remains in accordance with Florida Law.

POLICY AND PROCEDURE

Definitions

Definitions as used in this policy are:

"Indigent person" means persons whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.

"Unclaimed remains" means human remains that are not claimed by a legally authorized person (as defined in section 497.005, Florida Statutes), other than a medical examiner or the Board of County Commissioners, for final disposition at the person's expense.

"Designated person/or Designated Entity" means the County personnel or entity awarded a County contract to perform the services of determining eligibility of a deceased for the Program and/or for the proper disposal of the deceased's remains.

Qualifications under the Program

In accordance with Chapter 406, Florida Statutes, this Program is applicable to a deceased person who meets the following criteria:

- 1. Was unclaimed by any relative by blood or marriage, friend, fraternal society, charitable or religious organization, or governmental agency providing residential care to the deceased at the time of his or her death and there is no court order affecting the disposal of the remains of the deceased; or
- 2. The Deceased is determined by the Designated Person/or Designated Entity to be indigent and the deceased's relatives and/or fiends have refused to claim the body or are also indigent.

Procedures Necessary to Determine Qualifications

Determination of indigence is the responsibility of a Designated Entity or Designated Person. Currently, the program is administered by County personnel. Upon notification by a reporting individual that a person appears to be unclaimed or indigent, the Designated entities or County personnel shall first have the reporting individual provide them with information on the intake form created by the County Manager's office with the assistance of the County Attorney's office. Upon receipt of the intake form the following steps shall be taken:

- 1. Confirmation that the deceased died in Jefferson County, Florida. If the deceased did not die within the County the deceased does not qualify for the Program and should be referred to Board of County Commissioners in the county in which the individual died.
- 2. Efforts to contact the next of kin shall be made to determine whether the deceased's remains will be claimed. If the next of kin will not claim the deceased's remains, a request shall be made of the next of kin that they execute the waiver and hold harmless form created by the County Manager's Office in conjunction with the County Attorney's Office.
- 3. Efforts shall be made to determine whether the deceased is a United States Armed Forces veteran and whether the deceased is entitled to a burial in a national cemetery as a veteran of the Armed Forces. If so, arrangements shall be made for such services in accordance with the provisions of 38 C.F.R. For purposes of this section, "a reasonable effort" includes contacting the Jefferson County Veterans Service Officer or regional office of the United States Department of Veterans Affairs. To ensure that the County has taken every precaution to determine veteran status of decedents, there will be three steps:
 - a. Seek verification from the Social Security Office if they have any records of veteran status. They only have knowledge of veteran status if the decedent has ever provided them with documentation specific to Veteran benefits.
 - b. Reach out to the Jefferson County Department of Veteran's Affairs with the name, DOB, and social security number; or
 - c. If steps a and b do not yield a positive veteran status, call the Department of Veteran Affairs (GCVHCS) at 228-523-5122 to inquire as to the decedent's status as a veteran. This office may also be able to assist with locating next of kin for the deceased veteran.

- 4. Notify the State Anatomical Board located at the University of Florida Health Science Center, if the deceased meets the criteria as set forth in section 406.50, Florida Statutes. Notification of the anatomical board is NOT required if the following apply:
 - a. The unclaimed remains are decomposed or mutilated by wounds;
 - b. Deceased had a contagious disease;
 - c. Autopsy was performed on the remains;
 - d. The deceased was a veteran of the United States Armed Forces, United States Reserve Forces, or National Guard and is eligible for burial in a national cemetery or was the spouse or dependent child of a veteran eligible for burial in a national cemetery;
 - e. Relative, by blood or marriage, claims the body for burial at the expense of the relative, member, or a representative of a fraternal society of which the deceased was a member, or a representative of any charitable or religious organization, or a governmental agency which was providing residential care to the indigent person at the time of his or her death claims the body for burial at their expense.

If the remains are accepted by the State Anatomical Board, the Designated Entity shall proceed according to subsection 406.50(2), Florida Statutes. Such accepted remains shall be delivered to the Anatomical Board as soon as possible. The Anatomical Board shall be responsible for the cost of preparation and transportation of the body to the Center. If the body is not accepted, the Designated Entity shall proceed with the disposal of the deceased's body.

- 5. Documentation shall be made and a record kept by the County personnel or Designated Entity, which certifies that reasonable attempts have been made to:
 - a. Identify and notify any relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased; or
 - b. Determine whether the deceased was indigent.
 - c. When possible, the Designated Entity shall obtain written documentation and hold harmless from any next of kin verifying that they are not claiming the body. If the next of kin fails to provide the executed forms, the County personal or Designated Entity shall provide ten (10) days from mailing written notice to the next of kin via U.S. Certified mail return receipt, when possible, setting forth that the County shall proceed forward with the process.

Authority to Contract for Services Under this Policy

The Board of County Commissioners may enter into an agreement with an entity operating within the State of Florida ("Designated Entity") to provide any or all of the services under this policy and

to make determinations regarding the disposal of deceased remains in accordance with this policy. Such Designated Entity shall satisfy all requirements of the State of Florida to perform the services under this policy and Chapter 406, Florida Statutes. If more than one Designated Entity is utilized for purposes of this policy, said Designated Entity will be included on a list and assigned services on a rotational basis. The list of Designated Entities shall be utilized in determining where to send the remains of unclaimed deceased persons.

If no Designated Entity within Florida can fulfill the services set forth in this policy in a reasonable and cost-effective manner, then the Board may designate those responsibilities to the County Manager and his or her designee or department to ensure that the procedures are followed. Presently, as of May 1, 2024, the County Manager's office is designated to fulfill the obligations set forth herein as it relates to determination of the deceased to qualify for the Program. A Designated Entity will soon be procured and under contract to dispose of the deceased as set forth in greater detail below.

Disposal of Remains by Cremation

After it is determined that the remains are unclaimed or indigent, the Designated Entity shall dispose of the remains.

- 1. Direct cremation is the only approved form of disposal unless otherwise authorized by court order, except for unidentified remains. Should a deceased be unidentified such remains shall not be cremated.
- 2. A funeral home or person licensed under Chapter 497, Florida Statutes, is not liable for any damages resulting from cremating such human remains at the written direction of the Board of County Commissioners or its designee.

Duration of time for Cremains to be held and Recovery of Cremains

Cremains shall be held at a location designated by the Designated Entity for a period of no less than 120 days from the date of cremation as provided for in section 497.607(2), Florida Statutes. Prior to internment or proper disposal of the cremains, should county cremation expenses be reimbursed to the County by a relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased or if the family member is also found to be indigent, which shall be determined by providing sufficient proof of indigence, the Designated Entities shall release the cremains to said individual/entity upon execution by said individual/entity of a hold harmless form provided by the County.

If the cremains are not claimed after this period, they will continue to be held by the Designated Entities until proper disposal as provided or allowed by law in Chapter 497, Florida Statutes.

Recoupment of Funds for Cremation

Upon receiving and paying an invoice to cremate indigent or unclaimed remains, the County shall record a notice of Funeral, Internment, and Grave Marker Expenses Paid by the County in the public records of the County under the deceased's name.

County Administration and the County Attorney's Office are authorized, where feasible to make attempts to recover expense(s) from the following resources to recoup the cost for cremation: 1) Social Security Lump Sum Benefits; 2) any probate administration of the deceased's estate; and/or 3) Miscellaneous Resources, i.e. Nursing Home, cash estates, assets in bank, life insurance, etc.

No Effect on Medical Examiner and or Court

This policy does not affect the right of a medical examiner to transport or hold human remains for the purpose of investigating the cause of death or the right of any court of competent jurisdiction to enter an order affecting the disposition of such remains.

Jefferson County Unclaimed Indigent Cremation Application

Applicant / Next of Kin Information Ap	plication Date:
Applicant Name:	
SSN:	
Home address:	
Phone number:	
Relationship to deceased:	
Marital Status Number of occupants in	household:
Any Bank Accounts– yes or no	
Anyone Asking to Receive the Deceased Person's Cre Must Complete and Return the Attached Application	mains Must Be Determined Indigent AND n for Determination of Indigent Status
Deceased Information	
Deceased Name:	
Date of birth:	
Date of death:	
SSN: Martial status:	
Name of Spouse:	
Name of Spouse:	ars-old
Address at time of death:	
Rent or own home	
Monthly Income:S	Source of Income:
Other property owned:	
Vehicles:	
Number of occupants in household: Any B	ank Accounts: ves or no
Balance in Account (to include checking, savings a	and C.D.s).\$
(include copies of two months of statements)	
Name and Location of Bank	
Value of stocks, bonds, retirement accounts, etc	Life insurance: yes
or no Will: yes or no	
Veteran/Branch of Service :	(please include DD214
or discharge documents)	 :-
Receiving Veteran's Benefits : yes or no	

These forms must be completed in their entirety for the eligibility process to begin, this includes requested documentation.

DECLARATION OF LEGAL AUTHORITY

l,	, hereby declare that I am willing to assume the
responsibility, as the legally	y authorized person, to direct the cremation and disposition of
the remains of	I further declare that I am not aware
of any person of the same	class of priority or higher priority class having an objection to
the cremation of the remain	ns of
	Signature Date:
STATE OF	
SWORN TO and sul	bscribed before me this day of, 20, by, by means of physical appearance or rization and who is personally known to me or as identification.
	NOTARY PUBLIC
	(SEAL)

DECLARATION OF NEXT OF KIN PRIORITY

l,	, hereby declare that I am willin	ıg
to assume responsibility, as th	e legally authorized person, to direct the cremation and	t
disposition of the remains of _	(the	
"deceased"). My relationship t	o the deceased is as follows	
	I am aware of the following person or persons	3
having higher priority class:		
1.	[name and relationship to	
the deceased' whose contact i	nformation is	
2.	[name and relationship to	
the deceased' whose contact i	nformation is	
	(attach page if more)	
I have attempted to con	tact the above-named individual(s) without success, ar	nd
have provided the above inforr	nation to Jefferson County's Indigent Cremation Progra	am.
I am not aware of any p	erson of the same class of priority or higher priority cla	SS
having an objection to the cren	nation of the remains of	
	Signature	
STATE OF	Date:	
COUNTY OF	_	
	ribed before me this day of, 20, by, by means of physical appearance or tion and who is personally known to me or	
online notariza	tion and who is personally known to me or	
who produced	as identification.	
	NOTARY PUBLIC	
(SEAL)	NOTAILLODEIO	

NEXT OF KIN AUTHORIZATION

I,						_, n	ext of	f kin	and indi	ividu	al le	gally
authoriz	ed to claim tl	he cr	emair	ns of decede	ent,						_ he	ereby
	do/	do	not	authorize	Jefferson	Со	unty	to	comm	unica	ate	with
					in	all	matt	ters	related	to	the	fina
disposit	ion of the de	cede	nt,								_•	
					Signat							
					Date: ₋						_	
STATE COUNT	OF Y OF			_								
8	SWORN TO a	and s	subsc	ribed before	me this means of	da	ay of	 vsica	, 20 al appea) ranc	_, by ce or	
	onlin_	e no	tariza	tion and	wh	o is	perso	onal	ly knowr	to r	ne o	r
who pro	oduced			as id	entification.							
						NO	TAR	Y PL	JBLIC			_
						(SE	AL)					

NEXT OF KIN STATEMENT

Applicant Name:	
Home Address:	
Phone Number:	
Relationship to Deceased:	
Are you aware of any relative who could assume re yes / no	esponsibility for the deceased?
If yes, please provide Name:	
Address:	
Address: Relationship to Deceased:	
Contact Information:	
I,	(Applicant Name) authorize
(deceased) consistent with the chapter 406, Florida	a Statutes.
SELECT ONE BELOW: I do not claim the body or cremains of the dec	ceased.'
I wish to apply for indigency status and reque deceased.	est the return of cremains of the
I agree to indemnify and hold the County liabilities or suits of any nature whatsoever arising cremation, including but not limited to costs and reasons.	ng out of, because of, or due to the
Dat	nature te:
STATE OF COUNTY OF	
COUNT OF	
SWORN TO and subscribed before me this, by means o online notarization and	day of, 20, by f physical appearance or
who produced as identification	who is personally known to me or on.
	NOTARY PUBLIC
	(SEAL)

AFFIDAVIT OF NEXT OF KIN RIGHT OF POSSESSION OF PERSONAL PROPERTY OF DECEASED

BEFORE ME, the undesigned authority, duly authorized to take acknowledgements and
administer oaths, personally appeared
("Affiant"), who being first duly sworn and put under oath deposes and says under penalty
of perjury that:
I,, am over the age of 18 and have
personal knowledge of matters set forth herein.
I presently reside at and my
driver's license number, a copy of which is attached hereto, is
for the state of
I acknowledge that Jefferson County through its Unclaimed/Indigent Cremation
Program is in possession of the following personal property of
(the "decedent"): LIST THE PERSONAL PROPERTY.
I hereby swear and affirm that I, as {insert
relationship} to the decedent hold priority as next of kin in accordance with the laws of the
state of Florida, that no other person or persons have higher priority, and that I have the
legal right of possession of decedent's personal property listed above which is in
possession of Jefferson County.
I hereby affirm that to the best of my knowledge there is/ is not [check
one] a last will and testament and/or trust of the Decedent. If there is a last will and
testament and/or trust, a copy of it is attached, and expressly states that I am entitled to
receive the decedent's personal property which is in the possession of Jefferson County.

Affiant affirms that there are no outstanding disputes between next of kin of decedent related to the personal property of decedent.

I, affirm that this affidavit is given for the purpose of inducing Jefferson County, a political subdivision of the State of Florida, to release decedent's personal property listed above to my possession. I further acknowledge that Jefferson County and its officers, employees and agents are relying upon the statements set forth herein to be true and correct. Affiant hereby holds Jefferson County, its officers, employees and agents harmless and fully indemnifies same with respect to matters set forth herein.

I am familiar with the nature of the oath and with the penalties as provided in the laws of the United States and state of Florida for falsely swearing to statements made in an instrument of this nature. I have read and fully understand the contents of this Affidavit.

	Signature Date:
STATE OF COUNTY OF _	
	ITO and subscribed before me this day of, 20, by, by means of physical appearance or online notarization and who is personally known to me or
who produced	as identification.
	NOTARY PUBLIC (SEAL)

JEFFERSON COUNTY UNCLAIMED REMAINS HOLD HARMLESS AGREEMENT

202 Count	THIS HOLD HARMLESS AGREEMENT is entered into this day of , , County of, State of Florida, between (signer's name) and Jefferson y.
of	COMES NOW, (signer's name and relationship to deceased), who by my signature rith, hereby attest and state I am personally representing any and all family members the deceased (Decedent's name), in all
matter	rs concerning his /her final disposition.
the mo	by my signature herewith, hereby attest that I, nor any other family member, have onetary means to contract with a funeral home to purchase a final disposition for wed one; nor are insurance proceeds available for this purpose.
this pr direct	attests that I, and / or any other family member(s) available, have been advised that rogram consists of a direct cremation of our loved one and fully understand that by cremation, it means the funeral home will arrange to transport the deceased to the all home, cremate and dispose of the remains in accordance with State Law.
memb there crema	v signature on this document, I hereby acknowledge that I and / or all other family bers available understand that by participating in the County's indigent program, is no viewing, no service, and no death certificate provided. The decedent's hins will not be returned to the next of kin unless redeemed by payment of
when crema memb	owledge and understand that cremation is the sole procedure for cases of indigence family members do not assume the monetary responsibility for the burial / ition, etc., of their loved one. In addition, I also acknowledge that I, and other family pers may be required to provide the funeral home with our most current Wage and tatement (W-2).
the fur permit name) from I	said, I am assured the remains of our loved one will be handled and disposed of by heral home in accordance with the Laws of the State of Florida. To the fullest extent ted by law,
name)	e fullest extent permitted by law,(signer's), et al, shall indemnify and hold harmless JEFFERSON COUNTY, its officers and yees from liabilities, damages, losses and costs including, but not limited to nable attorney fees in the matter of the cremation of(decedent's name).

This Agreement will be a part of the decedent's file retained by Okaloosa County. Terms of this agreement shall bind and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

I understand and execute voluntarily this Hold Harmless Agreement and have carefully read and reviewed this document.

	Signature				
	Printed nai	me		· · · · · · · · · · · · · · · · · · ·	
SWORN to or online	affirmed by and notarization,	subscribed this	before me by	means of physical presence day 20 ,	e o o by
			who is	personally known to me	-
who produced				as identification.	
(seal)		NO	OTARY PUBL	IC	

Application Instructions

1. Jefferson County Unclaimed Indigent Cremation Application

Please provide all requested information/ mark as unknown or not applicable where appropriate/initial at the bottom right corner

2. Jefferson County Unclaimed Indigent Program/Hold Harmless Agreement

Please complete this document, whether or not you are requesting the return of your loved one's cremains, sign it before a notary public

3. Jefferson County Unclaimed Indigent Program/ Next of Kin Statement

Please complete this document, select one option between "Do Not claim Cremains" or "I wish to Apply", sign it before a notary public

4. Jefferson County Unclaimed Indigent Cremation Declaration Of Legal Authority

This document states that you are assuming responsibility to make decisions regarding the final disposition of the decedent. Please sign before a notary public.

Jefferson County Unclaimed Indigent Cremation Declaration of Next of Kin Priority

This document specifies that only the listed individuals hold a higher statutory priority of responsibility for decisions related to the deposition of the deceased person, and that those persons are unavailable and/or have no objection to you taking responsibility for the decedent. Please sign before a notary public.

6. Jefferson County Unclaimed Indigent Program/Next of Kin Indigency Application

If you are requesting the return of your loved one's cremains, you and your loved one must qualify as indigent. To make that determination you must complete this document using the instructions attached. All supporting documents must be attached or your application will be **denied.** Please sign before a notary public.

7. Jefferson County Unclaimed Indigent Program Next of Kin Authorization

This document states that you, as next of kin to the decedent, are authorizing Jefferson County to accept direction from the named individual. Please sign before a notary public

Please return all documents to Jefferson County Unclaimed Indigent Cremation Program

- via U.S. mail or hand delivery to _______
- via email to _____

Board of County Commissioners

INSERT DATE

State of Florida

Subject: /Jefferson County Unclaimed Indigent Program
Dear,
Our sympathy and condolences are with you at this time regarding your . Florida Law states that all counties are charged with the burial of unclaimed indigent remains at the county's expense. Through this program all decedents are cremated. Jefferson County does not have a program that supplements funeral expenses, and viewing at the funeral home is not available.
The County's program does not supplement a private service, but steps into the shoes of the family to see to the final disposition of the deceased. Unless both the decedent and the next of kin qualify as indigent the County does not return cremains to the next of kin. When these two conditions are not met, cremains are not returned to the next of kin unless reimbursement, in the amount of \$, is made. The family has up to 6 months to make payment prior to disposal of the cremains.
Please note, indigency qualification is based on federal poverty guidelines for the deceased and legally authorized person in accordance with Florida Statures, 497.005(43). Financial information, to include insurance, income, and assets, will be reviewed to determine eligibility.
If you and/or family members wish to apply for this program on behalf of the deceased please complete the attached forms and return them by to Jefferson County Board of County Commissioners offices located at If you have any questions,
please contact me by
Sincerely