



# BOARD OF COUNTY COMMISSIONERS

**THE KEYSTONE COUNTY-ESTABLISHED 1827**

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny" Bishop**

District 1, Vice-Chair

**Eugene Hall**

District 2

**Hines F. Boyd**

District 3

**Betsy Barfield**

District 4, Chair

**Stephen Walker**

District 5

**Regular Session Agenda  
March 3, 2015 at the Courthouse Annex  
435 W. Walnut St. Monticello, FL 32344**

- 1. 9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
  - a) Minutes of February 17, 2015 Regular Session**
  - b) TDC RFP for Web Services**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
  - a) 2020 SCRAP/SCOP/CIGP Recommended Projects – Kirk Reams/Daryle Gray**
  - b) Old Lloyd Road Bridge Replacements - Off System Project Agreements – Parrish Barwick**
- 6. County Coordinator**
  - a) Road Construction – Project Completion Report – Parrish Barwick**
- 7. Commissioner Discussion Items**
- 8. 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.

**Kirk Reams**  
Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

## **ITEM 3: CONSENT AGENDA ITEMS**

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
February 27, 2015

The Board met this date in regular session. Present were Chairperson Benjamin “Benny” Bishop, Betsy Barfield, Hines Boyd, Eugene Hall and Stephen Walker. Also present were County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

**ITEM 1: Call to Order, Invocation, Pledge of Allegiance**

1. Assistant County Coordinator Nick Flynt led the Invocation and Pledge of Allegiance.

**ITEM 2: Public Announcements, Presentations & Awards**

2. Citizen John Nelson invited Board members and the public to a BBQ on Friday, February 27<sup>th</sup> to raise money for the Jefferson Senior Center.
3. Citizen Troy Avera announced the Homes and Heritage Tour on March 14th. He also brought before the Board an article written by Laz Aleman about Dr. Anne Holt for Tallahassee magazine.

**ITEM 3: Consent Agenda**

4. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and unanimously carried, the Board approved the consent agenda.**

**ITEM 4: Citizens Request & Input on Non-Agenda Items**

5. Citizen J.B. Messer stated there were issues with culverts on Monticello Avenue and requested assistance. Commissioner Boyd stated the Board should look at a program to address this issue moving forward.
6. Citizen Sissy Malloy gave a history of the issue of the closure of Natural Bridge Road. She stated it was the nearest route to the neighboring community of Woodville and that many people commuted for jobs, school and other purposes. She stated the road was scheduled to be closed on March 9<sup>th</sup> and listed a number of hardships it would cause. She requested the Board approve a resolution to go to other municipalities, the Department of Transportation and the Governor’s Office. Commissioner Walker stated his support for a resolution. Commissioner Boyd stated that the traffic count on this road when the road study was performed was between 150 and 200 trips per day, which made it one of the most heavily traveled dirt roads at the time (but it has since been paved). Citizen Melanie Perez or Wakulla County stated she had been emailing different people regarding this issue since March 2010 and was currently working with an attorney on an injunction to prevent this closure. Commissioner Boyd stated if there was no objection, he would like to authorize the County Attorney or County Coordinator to draft a letter or resolution. He also stated that since this item was not on the agenda, it would need unanimous vote from the Board. Commissioner Hall inquired as to who would need this letter, to which County Coordinator Barwick stated Leon and Wakulla County, state and federal Departments of Transportation, and the Governor’s Office. Commissioner Barfield also requested that a copy be sent to CRTPA. Citizen Jeff Britt stated the roads were even more heavily traveled during hunting season. Chairman Bishop stated there was a consensus of the Board to make this an agenda item. **On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, the Board approved writing a resolution regarding this road closure.**

**ITEM 5a: Tecumseh Road/North Barber Hill Road Bid Recommendations**

7. Debbie Preble with county engineering firm Preble-Rish stated there was a bid opening earlier in the morning at 11:05 am for the two above stated projects. The low bidder for Tecumseh Road was CW Roberts at \$166,000 for resurfacing and correcting some drainage issues. The low bidder for North Barber Hill was Capital Asphalt at \$133,960. It was her recommendation to accept the low bids. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved the low bidders on these projects.**

**ITEM 5b: Planning Commission Appointment**

8. Commissioner Hall stated he had received two qualified applicants for his Planning Commission Appointment and requested Board approval for Charles Parrish since he did not live in Commissioner Hall's district. Commissioner Barfield requested that the record reflect that there was no Planning Commissioner from District 2 and that appointing Mr. Parrish would make three representatives for District 4. She also stated her desire to see future language incorporated to ensure that each district had representation. **On motion by Commissioner Hall, seconded by Commissioner Boyd and carried 4 to 1 (Barfield opposed), Charles Parrish was appointed to the Planning Commission Board.**

**ITEM 6: PUBLIC HEARING: Fair Housing Ordinance**

9. County Coordinator Barwick introduced this item and stated it was discussed at the previous meeting and had been properly advertised. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, ordinance no. 2015-021715-01 (Fair Housing Ordinance) was adopted.**

**ITEM 8: Commissioner Discussion Items**

10. Chief Deputy Clerk Tyler McNeill informed the Board they would be receiving a check for a premium refund in the amount of \$22,505 for the Worker's Comp portion of the county's insurance lines based on a recent audit performed.
11. Commissioner Hall stated he recently drove on Lloyd Creek Road and was complimentary of how the road looked.
12. Chairman Bishop stated he had received complaints about the road shoulders on Boston Highway and also that mail carriers were having trouble getting to mailboxes on Aucilla Highway/Drifton Road and Highway 257.

**ITEM 8: Adjournment**

13. The warrant register was reviewed and bills ordered paid.
14. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.**

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

# Memorandum

**To:** Kirk Reams  
**cc.** Jefferson County Board of County Commissioners  
**From:** Nancy Wideman, Jefferson County TDC  
**Date:** February 24, 2015  
**Re:** Proposal for web services

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Please include the following item for approval on the consent agenda for the BOCC March 3, 2015 meeting

A proposal for web services for Jefferson County tourist Development Council

# Jefferson County Tourist Development Council

## Request for Proposals for

## Website Development and Maintenance

Proposal deadline 5:00pm, March 24, 2015

### Introduction and response information

1. Objectives
2. Qualifications
3. Time Frame
4. Scope of work
5. Ranking and selection criteria

The Jefferson County Tourist Development Council (TDC) is seeking proposals from qualified firms or individuals for development and maintenance of a website. The TDC seeks to replace its existing website and increase its presence on various social media platforms. Interested parties should provide a proposal including

- A description of services/scope of work
- Professional references (no more than 3)
- Experience in website development and maintenance for tourism-related entities
- Links to examples of similar work
- Proposed contract for services with costs for specific services

Proposals may be submitted electronically or by mail.

Mailing address:

Web Services Proposal  
Jefferson County Tourist Development Council  
c/o Office of the County Coordinator  
450 West Walnut Street  
Monticello, FL 32344

E-mail address:

[pbarwick@jeffersoncountyfl.gov](mailto:pbarwick@jeffersoncountyfl.gov)

Proposals must be received by:

5:00 PM, Tuesday, March 24, 2015

1. Objective: To replace the existing website ([www.VisitJeffersonCountyFlorida.com](http://www.VisitJeffersonCountyFlorida.com)) with a product that is user-friendly and easily updated; to increase the TDC's presence on various social media platforms.
2. Qualifications: The successful proposer must have an established record in website building and maintenance and in the use of social media.
3. Time Frame: The new website will be live (and the old site taken down) no later than June 30, 2015.
4. Scope of Work:
  - a. Consult with the TDC staff regarding replacement of current website
  - b. Recommend a new website product
  - c. Assist with the design of new website
  - d. Assist with content review, editing and drafting of new content, and transfer/incorporation of certain data from current site
  - e. Develop and incorporate audio and video features
  - f. Establish ability to add PDFs to site (downloadable maps, guides, brochures, etc.)
  - g. Develop database (email addresses) of site visitors requesting information
  - h. Develop strategies for SEO
  - i. Assist TDC staff with creation of Facebook page, You Tube channel, Pinterest board and presence on TripAdvisor



- j. Develop plan to keep social media presence current and fresh

5. Ranking and Selection Criteria: All proposals will be reviewed and ranked by a committee consisting of one or more members of the TDC, the Board of County Commissioners, and the County Coordinator (or his designee). The criteria used for ranking will include the following items, based on a total of 100 points:
  1. Capacity to complete the work (15 points)
  2. Past experience with web development and maintenance (15 points)
  3. Past experience with social media outlets (15 points)
  4. Knowledge of tourism assets in Jefferson County (15 points)
  5. Quality of proposal for achieving objectives (25 points)
  6. Letters of recommendation (15 points)

The Jefferson County Board of County Commissioners reserves the right to accept or reject any proposal and to award the contract in the best interest of the Commission. If you have questions or need further information, please call Nancy Wideman at 850-528-7362 or 850-997-0517 or email [nancyw1100@yahoo.com](mailto:nancyw1100@yahoo.com).

**ITEM 5(a): 2020 SCRAP/SCOP/CIGP  
RECOMMENDED PROJECTS**



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

February 25, 2015

Mr. Kirk Reams  
Clerk of Court  
1 Courthouse Circle  
Monticello, Florida 32344

**RE: 2020 SCOP Submittals**

Dear Mr. Reams,


In response to FDOT's solicitation for SCOP candidates, you and I have been reviewing many roads over the past few weeks. Based on the criteria set forth in FDOT's SCOP Program we recommend the following roads (in this order):

- 1) Waukeelah Highway – Phase II (from I-10 to U.S. 27)
- 2) Casa Bianca Road (from Old Lloyd Rd. to Waukeelah Hwy.)
- 3) Fanlew/Natural Bridge Rd. (from SR 59 to Leon County Line)

The solicitation from FDOT is for two candidate projects. I am requesting approval from the Board to submit candidates (1) and (2). If you or the Commissioners need any additional information while considering this request, please do not hesitate to let me know.

Upon the Board's decision, we will prepare the required supporting documentation for each candidate to accompany the application(s) and will provide them to you to submit to FDOT.

Sincerely,

  
Daryle Gray, P.E.  
Project Manager



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

February 25, 2015

Mr. Kirk Reams  
Clerk of Court  
1 Courthouse Circle  
Monticello, Florida 32344

**RE: 2020 CIGP Submittals**

Dear Mr. Reams,

In response to FDOT's solicitation for CIGP candidates, you and I have been reviewing many roads over the past few weeks. Based on the criteria set forth in FDOT's CIGP Program we recommend the following roads (in this order):

- 1) South Main Ave. (from U.S. 90 to Old Lloyd Rd.)
- 2) Hatchett/Ebenezer Rd. (from U.S. 19 to Attatulga Road)

The solicitation from FDOT is for one candidate project. I am requesting approval from the Board to submit South Main Avenue. If you or the Commissioners need any additional information while considering this request, please do not hesitate to let me know.

Upon the Board's decision, we will prepare the required supporting documentation for each candidate to accompany the application(s) and will provide them to you to submit to FDOT.

Sincerely,

Daryle Gray, P.E.  
Project Manager



**PREBLE-RISH INC**  
CONSULTING ENGINEERS & SURVEYORS

February 25, 2015

Mr. Kirk Reams  
Clerk of Court  
1 Courthouse Circle  
Monticello, Florida 32344

**RE: 2020 SCRAP Submittals**

Dear Mr. Reams,

In response to FDOT's solicitation for SCRAP candidates, you and I have been reviewing many roads over the past few weeks. Based on the criteria set forth in FDOT's SCRAP Program we recommend the following:

Primary SCRAP Project:

- 1) West Lake Rd. (From Ward Creek Bridge to Beginning of New Pavement)
- 2) Thompson Valley/Turkey Scratch Rd. (From US 19 to Aucilla Rd.)
- 3) Government Farms Rd. (From CR 257C to Beginning of New Pavement)

Secondary SCRAP Project (under \$100,000):

- 1) River Rd. (From CR 257A to US 19)
- 2) Main St. (From SR 59 to CR 158A.)
- 3) Boland Cemetery Rd. (From US 19 to Cook Rd.)

I am requesting approval from the Board to submit West Lake Road for the Primary project and River Road for the Secondary project. If you or the Commissioners need any additional information while considering this request, please do not hesitate to let me know.

Upon the Board's decision, we will prepare the required supporting documentation for each candidate to accompany the application(s) and will provide them to you to submit to FDOT.

Sincerely,

Daryle Gray, P.E.  
Project Manager

**ITEM 5(b): OLD LLOYD ROAD  
BRIDGE REPLACEMENTS –  
OFF SYSTEM PROJECT AGREEMENTS**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**OFF SYSTEM PROJECT AGREEMENT**

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Jefferson County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Branch of Lloyd Creek Bridge, Bridge No. 540044, requires replacement; and

3. Branch of Lloyd Creek Bridge is on CR 158 (Old Lloyd Road) located in Jefferson County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430476-1-52-01, generally described as the replacement of Bridge No. 540044 over Branch of Lloyd Creek (the "PROJECT"), from Beginning MP 1.604 to End MP 1.723 on CR 158. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the

PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.



12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida

Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.



24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

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

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: County Coordinator  
450 West Washington Street  
Monticello, FL 32344

DEPARTMENT: FDOT Operations Engineer  
6025 Old Bagdad Highway  
Milton, FL 32583

FPID #: 430476-1-52-01

COUNTY: Jefferson

FAP #: 00B3-169-B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

\_\_\_\_\_  
By: James T. Barfield, P.E.  
Title: District Secretary

\_\_\_\_\_  
By: Benjamin Bishop  
Title: Chairman

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

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

Attest: \_\_\_\_\_

Attest: Kirk Reams  
Jefferson County Clerk of Court

\_\_\_\_\_  
Clerk of Court

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_

FPID #: 430476-1-52-01  
COUNTY: Jefferson  
FAP #: 00B3-169-B

## APPENDIX A

Attached Project Construction Plans

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Jefferson County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. Lloyd Creek Bridge, Bridge No. 540045, requires replacement; and

3. Lloyd Creek Bridge is on CR 158 (Old Lloyd Road) located in Jefferson County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

**NOW THEREFORE**, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 430477-1-52-01, generally described as the replacement of Bridge No. 540045 over Lloyd Creek (the "PROJECT"), from Beginning MP 1.938 to End MP 2.054 on CR 158. The PROJECT is further described in the construction plans attached as Exhibit "A." The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include



the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.



12. The COUNTY acknowledges and agrees that the right of way (as described in Exhibit "A" hereto), and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for



the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

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

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: County Coordinator  
450 West Washington Street  
Monticello, FL 32344

DEPARTMENT: FDOT Operations Engineer  
6025 Old Bagdad Highway  
Milton, FL 32583

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

\_\_\_\_\_  
By: James T. Barfield, P.E.  
Title: District Secretary

\_\_\_\_\_  
By: Benjamin Bishop  
Title: Chairman

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

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

Attest: \_\_\_\_\_

Attest: Kirk Reams  
Jefferson County Clerk of Court

\_\_\_\_\_  
Clerk of Court

Legal Review:

Legal Review:

\_\_\_\_\_  
Office of the General Counsel

\_\_\_\_\_



FPID #: 430477-1-52-01  
COUNTY: Jefferson  
FAP #: 00B3-170-B

APPENDIX A

Attached Project Construction Plans