



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

REGULAR SESSION AGENDA:

March 21, 2019 at the Courthouse Annex

435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

3. CONSENT AGENDA

- a) Approval of Agenda
- b) General Fund / Transportation & Bond Vouchers For Approval: 3.13 & 21.2019
- c) BOCC Minutes For Approval 3.7.2019 – Regular Board Meeting

4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit Please)

5. GENERAL BUSINESS

- a) Attorney Fee Reimbursement Request - Brown & Brown Liability Coverage
- b) U.S. Highway 90 Landscaping – Commissioner Barfield
- c) RESTORE ACT Grant Consulting Services Agreement - ARPC
- d) RESTORE ACT POT 3 Potential Project, Boland Property River Access
- e) Amending Code of Ordinances Chp.1 SEC's 1-8 and Chp.21 – Solid Waste
- f) Surplus Vehicle Request for Grapple Truck to be Donated
- g) Big Bend Continuum of Care Request Representation by a Board Member

6. CLERK OF COURTS -

7. COUNTY COORDINATOR - Reports and Activity - Mowing Season

- Housing Dept.:
- a. Housing Consultant Contract for 2017 CDBG Program
 - b. Affirmative Action Plan – EEO Policy
 - c. Prohibition on Use of Excessive Force Policy

8. COUNTY ATTORNEY -

Settlement Agreement Case #332018 Morris Petroleum

9. COMMISSIONER DISCUSSION ITEMS

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

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND		
Advanced Business System	03/21/2019	-	328970	03/01/2019	VR 01032119-012	Mtr#69696	13.43	.00
		CHECK TO VENDOR==>VENDOR	ADVBSIN	Advanced Business Systems	TOTALS		13.43	.00
American Express	03/21/2019	-	02101901	02/10/2019	VR 01032119-017	#378298199321005	300.00	.00
		CHECK TO VENDOR==>VENDOR	AMEXPRES	American Express	TOTALS		300.00	.00
Animal Medical Clinic*	03/21/2019	-	294786	03/05/2019	VR 01032119-024	#4512 Vet Services	90.00	.00
		CHECK TO VENDOR==>VENDOR	ANIMALCL	Animal Medical Clinic*	TOTALS		90.00	.00
Apalachee Center	03/21/2019	-	681905	03/07/2019	VR 01032119-007	JeffCntyBaker-MarchmanAct	2785.53	.00
Apalachee Center	03/21/2019	-	681905	03/07/2019	VR 01032119-008	JeffCntyBaker-MarchmanAct	481.14	.00
		CHECK TO VENDOR==>VENDOR	APAMENHE	Apalachee Center	TOTALS		3266.67	.00
Aucilla Area Solid Waste	03/21/2019	-	02281901	02/28/2019	VR 22032119-035	Tipping Fees	42214.44	.00
		CHECK TO VENDOR==>VENDOR	AUCILLAA	Aucilla Area Solid Waste	TOTALS		42214.44	.00
Troy Avera	03/21/2019	-	03111901	03/11/2019	VR 29032119-057	FL Tourism Day Reimburse	55.00	.00
		CHECK TO VENDOR==>VENDOR	AVERATRO	Troy Avera	TOTALS		55.00	.00
Gerald Barnes	03/21/2019	-	606	03/06/2019	VR 01032119-014	Lib-FixWalls,Setup/CleanU	740.00	.00
		CHECK TO VENDOR==>VENDOR	BARNESGE	Gerald Barnes	TOTALS		740.00	.00
Big Bend Tire	03/21/2019	-	21052	03/12/2019	VR 01032119-040	BuildingDept-BalanceTires	80.00	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire	TOTALS		80.00	.00
CenturyLink	03/21/2019	-	00180219	02/17/2019	VR 01032119-046	Act#424520018	178.86	.00
CenturyLink	03/21/2019	-	09820319	03/01/2019	VR 01032119-041	Act#311120982	60.61	.00
CenturyLink	03/21/2019	-	64950319	03/02/2019	VR 22032119-034	Act#461036495	104.72	.00
CenturyLink	03/21/2019	-	87870319	03/01/2019	VR 01032119-026	Act#312248787	66.73	.00
CenturyLink	03/21/2019	-	87870319	03/01/2019	VR 01032119-027	Act#312248787	66.74	.00
		CHECK TO VENDOR==>VENDOR	CENTLINK	CenturyLink	TOTALS		477.66	.00
Country Mile Computers*	03/21/2019	-	2237167	03/11/2019	VR 19032119-054	FireRescue-Wind10,SDD,Rep	282.87	.00
Country Mile Computers*	03/21/2019	-	2237167	03/11/2019	VR 28032119-053	FireRescue-Wind10,SDD,Rep	282.87	.00
		CHECK TO VENDOR==>VENDOR	COUNTRY	Country Mile Computers*	TOTALS		565.74	.00
Cumulus Tallahassee	03/21/2019	-	A1951229	02/28/2019	VR 29032119-056	TDC-WGLF February	375.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR CUMULUS Cumulus Tallahassee							TOTALS	375.00	.00
CurtisMorganGarageInc	03/21/2019	-	13114	03/07/2019	VR 22032119-036	SolidWaste-Oil Change	109.10	.00	
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	109.10	.00
Dewberry Engineers, Inc.	03/21/2019	-	1661016	03/06/2019	VR 01032119-002	South Main Avenue	9967.60	.00	
Dewberry Engineers, Inc.	03/21/2019	-	1661017	03/06/2019	VR 01032119-003	River Road	3188.25	.00	
Dewberry Engineers, Inc.	03/21/2019	-	1661018	03/06/2019	VR 01032119-004	Thompson Valley Road	2810.80	.00	
Dewberry Engineers, Inc.	03/21/2019	-	1661019	03/06/2019	VR 01032119-005	Waukeenah Hwy	20000.00	.00	
Dewberry Engineers, Inc.	03/21/2019	-	1661427	03/06/2019	VR 01032119-006	Wacissa Springs	4000.00	.00	
CHECK TO VENDOR==>VENDOR DEWBERRY Dewberry Engineers, Inc.							TOTALS	39966.65	.00
Duke Energy	03/21/2019	-	20520219	03/08/2019	VR 01032119-025	Act#6505372052	135.18	.00	
Duke Energy	03/21/2019	-	45630219	03/07/2019	VR 01032119-019	Act#4293294563	19.54	.00	
Duke Energy	03/21/2019	-	51500219	03/07/2019	VR 01032119-022	Act#9160135150	1069.29	.00	
Duke Energy	03/21/2019	-	90900219	03/07/2019	VR 01032119-042	Act#0846449090	134.46	.00	
Duke Energy	03/21/2019	-	90900219	03/07/2019	VR 01032119-043	Act#0846449090	134.47	.00	
Duke Energy	03/21/2019	-	91430219	03/08/2019	VR 01032119-021	Act#7767549143	51.74	.00	
Duke Energy	03/21/2019	-	98070219	03/07/2019	VR 01032119-044	Act#5175629807	1004.34	.00	
CHECK TO VENDOR==>VENDOR DUKE Duke Energy							TOTALS	2549.02	.00
Gramling's Electric	03/21/2019	-	03081901	03/08/2019	VR 01032119-023	Extension-Replace Signs	750.00	.00	
CHECK TO VENDOR==>VENDOR GRAMLING Gramling's Electric							TOTALS	750.00	.00
IWTXL	03/21/2019	-	2171614B	02/28/2019	VR 29032119-055	TDC-SharedDigitalSponsors	100.00	.00	
CHECK TO VENDOR==>VENDOR IWTXL IWTXL							TOTALS	100.00	.00
Jefferson Community Wate	03/21/2019	-	18000319	03/01/2019	VR 01032119-028	Act#0201800	38.50	.00	
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water							TOTALS	38.50	.00
Jefferson Co. Extension	03/21/2019	-	03121901	03/12/2019	VR 01032119-061	TaxColl-LicenseRenewal	61.25	.00	
CHECK TO VENDOR==>VENDOR JEFFEXTE Jefferson Co. Extension							TOTALS	61.25	.00
Treadmaxx Tire Distr. In	03/21/2019	-	357216	03/12/2019	VR 01032119-039	#38757 Tires (4)	506.84	.00	
CHECK TO VENDOR==>VENDOR KAUFFMAN Treadmaxx Tire Distr. Inc							TOTALS	506.84	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Ketchum, Wood & Burgert	03/21/2019	-	9-43	03/11/2019	VR 01032119-018	Medical Fees 03/19	916.00	.00
						CHECK TO VENDOR==>VENDOR KETCHUMW Ketchum, Wood & Burgert		
						TOTALS	916.00	.00
MunicipalEmergencyServic	03/21/2019	-	1317702	03/07/2019	VR 19032119-048	#C57362 Gloves	172.00	.00
						CHECK TO VENDOR==>VENDOR MES MunicipalEmergencyService		
						TOTALS	172.00	.00
Monticello Carquest Inc.	03/21/2019	-	38180149	03/06/2019	VR 22032119-032	Cust#263 Battery,Bolt	61.30	.00
						CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.		
						TOTALS	61.30	.00
TMFM-Monticello*	03/21/2019	-	01251901	01/25/2019	VR 22032119-033	#470733610 Beverly,Maria	128.00	.00
						CHECK TO VENDOR==>VENDOR MONTIFAM TMFM-Monticello*		
						TOTALS	128.00	.00
Monticello News	03/21/2019	-	11385	02/01/2019	VR 29032119-058	TDC-NoticePublicMeeting	40.50	.00
Monticello News	03/21/2019	-	11567	02/27/2019	VR 29032119-059	TDC-NoticePublicMeeting	40.50	.00
Monticello News	03/21/2019	-	11757	03/08/2019	VR 12032119-029	PublicReviewProp-100yrFld	168.50	.00
Monticello News	03/21/2019	-	11787	03/13/2019	VR 01032119-047	Planning-PublicWrkshop	43.75	.00
						CHECK TO VENDOR==>VENDOR MONTINEW Monticello News		
						TOTALS	293.25	.00
MyOfficeProducts	03/21/2019	-	6653865	03/05/2019	VR 01032119-011	#40534 Paper Clips	6.96	.00
						CHECK TO VENDOR==>VENDOR MYOFFICE MyOfficeProducts		
						TOTALS	6.96	.00
Piggly Wiggly	03/21/2019	-	207505	03/08/2019	VR 19032119-051	Act#103 Cleaners,Coffee	87.42	.00
Piggly Wiggly	03/21/2019	-	207505	03/08/2019	VR 28032119-052	Act#103 Cleaners,Coffee	87.41	.00
						CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly		
						TOTALS	174.83	.00
Preferred Gov't Ins.Trus	03/21/2019	-	60288-2	04/01/2019	VR 01032119-001	Jefferson-Workers Compens	34317.25	.00
						CHECK TO VENDOR==>VENDOR PREFGOVT Preferred Gov't Ins.Trust		
						TOTALS	34317.25	.00
Premier Reporting	03/21/2019	-	16275	03/11/2019	VR 01032119-020	Job #11663	375.00	.00
						CHECK TO VENDOR==>VENDOR PREMREPO Premier Reporting		
						TOTALS	375.00	.00
Restoration Assistance	03/21/2019	-	I-022075	03/05/2019	VR 22032119-031	Site Inspection 02/19	2250.00	.00
						CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance		
						TOTALS	2250.00	.00
Keith Roddenberry	03/21/2019	-	580036	03/07/2019	VR 01032119-013	Courthouse-Lawn Service	50.00	.00
						CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry		
						TOTALS	50.00	.00
Sinclair Broadcast Group	03/21/2019	-	10998621	02/28/2019	VR 29032119-060	TDC-Visit Jeff Co	725.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR SINCLAIR Sinclair Broadcast Group							TOTALS	725.00	.00
The Stitch Witch	03/21/2019	-	03061901	03/06/2019	VR 19032119-037	FireRes-CloseoutInventory	577.00	.00	
The Stitch Witch	03/21/2019	-	03061901	03/06/2019	VR 28032119-038	FireRes-CloseoutInventory	577.00	.00	
CHECK TO VENDOR==>VENDOR STITCHWI The Stitch Witch							TOTALS	1154.00	.00
Toshiba Financial Servic	03/21/2019	-	24359959	02/28/2019	VR 01032119-015	#014-1321378-000	145.00	.00	
Toshiba Financial Servic	03/21/2019	-	24359959	02/28/2019	VR 01032119-016	#014-1321378-000	35.00	.00	
CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service							TOTALS	180.00	.00
UniFirst Corporation	03/21/2019	-	0183041	03/07/2019	VR 22032119-030	Cust#1237569	229.94	.00	
UniFirst Corporation	03/21/2019	-	0183051	03/07/2019	VR 01032119-009	Cust#1311916	89.40	.00	
UniFirst Corporation	03/21/2019	-	0183057	03/07/2019	VR 01032119-010	Cust#1381144	34.32	.00	
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation							TOTALS	353.66	.00
US Bank Equipment Financ	03/21/2019	-	37969524	03/05/2019	VR 19032119-049	#500-0418748-000	115.82	.00	
US Bank Equipment Financ	03/21/2019	-	37969524	03/05/2019	VR 28032119-050	#500-0418748-000	115.81	.00	
CHECK TO VENDOR==>VENDOR USBANK US Bank Equipment Finance							TOTALS	231.63	.00
Verizon Wireless	03/21/2019	-	98248664	02/23/2019	VR 01032119-045	#842179031-1 #9824866419	36.09	.00	
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless							TOTALS	36.09	.00
CASH ACCOUNT # 011010000							TOTALS	133684.27	.00
BANK ACCOUNT # 0101001611							TOTALS	133684.27	.00
FINAL REPORT TOTALS								133684.27	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L	CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
AG-PRO Companies	03/21/2019	-	S73957	02/06/2019	VR 11032119-010	#JEFFE017 Service Call	320.00	.00
		CHECK TO VENDOR==>VENDOR	AGPRO	AG-PRO Companies		TOTALS	320.00	.00
Beard Equipment Company	03/21/2019	-	1108472	03/06/2019	VR 11032119-013	#700352 Kit	213.52	.00
Beard Equipment Company	03/21/2019	-	1109284	03/07/2019	VR 11032119-014	#700352 Hyd Filter,Seal	726.03	.00
Beard Equipment Company	03/21/2019	-	1109286	03/07/2019	VR 11032119-015	#700352 CREDIT	-726.03	.00
Beard Equipment Company	03/21/2019	-	1109289	03/07/2019	VR 11032119-016	#700352 Hyd Filter, Seal	763.45	.00
		CHECK TO VENDOR==>VENDOR	BEARD	Beard Equipment Company		TOTALS	976.97	.00
Big Bend Tire	03/21/2019	-	20581	02/15/2019	VR 11032119-011	RoadDept-New Tires (2)	1266.62	.00
Big Bend Tire	03/21/2019	-	20705	02/25/2019	VR 11032119-012	RoadDept-Dsmnt/MntSemiTir	120.00	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire		TOTALS	1386.62	.00
DIANA BULLOCK	03/21/2019	-	03051901	03/05/2019	VR 11032119-008	Travel-DEO Grant Workshop	80.10	.00
		CHECK TO VENDOR==>VENDOR	BULLOCKD	DIANA BULLOCK		TOTALS	80.10	.00
Capital Truck, Inc.	03/21/2019	-	313373	03/04/2019	VR 11032119-020	#70222 Fuel Filters	497.12	.00
Capital Truck, Inc.	03/21/2019	-	313388	03/04/2019	VR 11032119-019	#70222 Fuel Filter	74.18	.00
		CHECK TO VENDOR==>VENDOR	CAPTRUCK	Capital Truck, Inc.		TOTALS	571.30	.00
Conrad Yelvington Distri	03/21/2019	-	997543	03/04/2019	VR 11032119-024	Limestone	340.20	.00
		CHECK TO VENDOR==>VENDOR	CONRADYE	Conrad Yelvington Distrib		TOTALS	340.20	.00
Duke Energy	03/21/2019	-	61050219	03/06/2019	VR 11032119-001	Act#9734176105	656.82	.00
		CHECK TO VENDOR==>VENDOR	DUKE	Duke Energy		TOTALS	656.82	.00
First Call Truck Parts	03/21/2019	-	41246	03/04/2019	VR 11032119-017	#4505 Cleaners,Def AirFlu	187.48	.00
First Call Truck Parts	03/21/2019	-	41359	03/05/2019	VR 11032119-022	#4505 Bulk Gallon Def	544.12	.00
		CHECK TO VENDOR==>VENDOR	FIRSTCAL	First Call Truck Parts		TOTALS	731.60	.00
Monticello Carquest Inc.	03/21/2019	-	38180034	03/05/2019	VR 11032119-018	Cust#132 Hyd Fitting	127.95	.00
		CHECK TO VENDOR==>VENDOR	MONTCARQ	Monticello Carquest Inc.		TOTALS	127.95	.00
Office Depot*	03/21/2019	-	28354526	03/05/2019	VR 11032119-021	#283545261-1 Paper,Envelo	146.23	.00
		CHECK TO VENDOR==>VENDOR	OFFDEP	Office Depot*		TOTALS	146.23	.00
Stewart's BP & Repair	03/21/2019	-	M1550081	03/11/2019	VR 11032119-023	Road Dept Fuel	52.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR STEWARTB Stewart's BP & Repair	TOTALS	52.00 .00
TRACTOR SUPPLY COMPANY	03/21/2019	-	199936	02/25/2019	VR 11032119-005	#6035301202683833 Flats	63.96	.00
TRACTOR SUPPLY COMPANY	03/21/2019	-	263341	02/18/2019	VR 11032119-002	#6035301202683833 Paint	29.96	.00
TRACTOR SUPPLY COMPANY	03/21/2019	-	263562	02/20/2019	VR 11032119-003	#6035301202683833 Bolts	52.35	.00
TRACTOR SUPPLY COMPANY	03/21/2019	-	264343	02/25/2019	VR 11032119-004	#6035301202683833 FillCap	34.99	.00
						CHECK TO VENDOR==>VENDOR TRACTORS TRACTOR SUPPLY COMPANY	TOTALS	181.26 .00
Tri-County Electric Coop	03/21/2019	-	90060219	02/27/2019	VR 11032119-009	Act#72001059006	30.77	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.	TOTALS	30.77 .00
UniFirst Corporation	03/21/2019	-	0183075	03/07/2019	VR 11032119-007	Cust#1508769	158.80	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS	158.80 .00
Vector Security	03/21/2019	-	63363530	03/05/2019	VR 11032119-006	Act#6478853	31.45	.00
						CHECK TO VENDOR==>VENDOR VECTOR Vector Security	TOTALS	31.45 .00
						CASH ACCOUNT # 111010000	TOTALS	5792.07 .00
						BANK ACCOUNT # 0101006511	TOTALS	5792.07 .00
						FINAL REPORT TOTALS	5792.07	.00

REPORT DATE 03/13/2019
SYSTEM DATE 03/13/2019
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
CHECK REGISTER
COMPLETE REGISTER OF ALL SORTED CHECKS

PAGE 1
TIME 10:09:18
USER KNEWBERRY

BATCH NUMBER CHKX

CASH CODE	ACCOUNT NUMBER	ACCOUNT DESCRIPTION	VOUCHER NUMBER	INVOICE DATE	P.O. NUMBER	VOUCHER DESCRIPTION	TRANSACTION AMOUNT
01001	274102541631	ROAD CONST-CONST SERVICESVR	27031319-001	01/14/2019	-	Misc. Roads	255702.37
CHECK TOTAL FOR CHECK NUMBER 314468 DATED 03/13/2019 WRITTEN TO CAPITALA Capital Asphalt for the amount of							255702.37
01 Bank Code TOTALS for 00001 Checks to 00001 Vendors for the amount of							255702.37
REPORT TOTALS for 00001 Checks to 00001 Vendors for the amount of							255702.37

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CASH CODE-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Conrad Yelvington Distri	03/21/2019	-	997543	03/04/2019	VR 27032119-002	Limerock Base	859.96	.00	
Conrad Yelvington Distri	03/21/2019	-	998369	03/05/2019	VR 27032119-004	Limerock Base	1844.53	.00	
Conrad Yelvington Distri	03/21/2019	-	998824	03/06/2019	VR 27032119-003	Limerock Base	1296.35	.00	
Conrad Yelvington Distri	03/21/2019	-	999527	03/07/2019	VR 27032119-005	Limerock Base	1751.62	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	5752.46	.00
Adam Kalinowski	03/21/2019	-	01181901	02/22/2019	VR 27032119-001	TrafficControl-RoadStripi	135.00	.00	
CHECK TO VENDOR==>VENDOR KALINOWS Adam Kalinowski							TOTALS	135.00	.00
CASH ACCOUNT # 011010000							TOTALS	5887.46	.00
BANK ACCOUNT # 0101001611							TOTALS	5887.46	.00
FINAL REPORT TOTALS								5887.46	.00



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

March 21, 2019

General Business:

- Item A:** Information from the Governor's Office, Past Court Case Information and Attorney Opinion letter has been forwarded to Brown and Brown Liability Agent for Jefferson County. During any case this agent would be contacted with information forwarded for a response; at this time information has been forwarded, we await their response for further action.
- Item B:** Commissioner Barfield has requested the Highway 90 Landscaping Item be placed on the agenda. Further information to follow at the Board Meeting.

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

Professional Consultant Services Agreement For
Jefferson County Board of County Commissioners
Re: RESTORE Act Grant Consultant Services Agreement with
Apalachee Regional Planning Council (ARPC)

This Agreement, made this _____ day of _____, 2019, by and between the Apalachee Regional Planning Council, is hereby recognized as the awarded vendor to serve as RESTORE Act Grant Consultant Services (Spill Impact Component "Pot 3") for the Jefferson County Board of County Commissioners and whose address is 2507 Callaway Road, Suite 200, Tallahassee, Florida 32303 and hereinafter referred to as "ARPC", "Consultant" and/or "Contractor" and the **Jefferson County Board of County Commissioners**, with its principal place of business located at 1 Courthouse Circle, Monticello, Florida 32344, and hereinafter referred to as "County."

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. SERVICES: Contractor agrees to provide professional services as Jefferson County's RESTORE Act Grant Consultant (Spill Impact Component "Pot 3") as detailed and itemized herein below and in the attached Documents Incorporated by Reference in Exhibit "C." ARPC will commence the work as required by the Contract Documents immediately after the execution date of necessary contract documents including but not limited to the necessary attachments, exhibits and submissions of required company documentation prior to commencement. The term "CONTRACT DOCUMENTS" shall mean and includes the following:

- (A) BID SPECIFICATIONS, BID PACKAGE, NOTICE OF AWARD AND ACCEPTANCE (and related correspondence representing such)
- (B) THIS AGREEMENT AND EXHIBITS
- (C) NOTICE TO PROCEED (if applicable and required for delivery of products)
- (D) APPLICATIONS AND CERTIFICATIONS FOR PAYMENT
- (E) REQUIRED INSURANCE DECLARATIONS AND ENDORSEMENTS
- (F) CHANGE ORDERS

SCOPE OF PROJECT:

Jefferson County hereby awards ARPC to serve as its RESTORE Act Grant Consultant to conduct the administration, monitoring and implementation of Jefferson County's continuing RESTORE Act Grant program for the Spill Impact Component "Pot 3" (hereinafter "Pot 3 Grant Program") and to provide general program guidance, grant writing and application services, administration, monitoring and support to Jefferson County Board of County Commissioners and its staff. ARPC will strive to place Jefferson County's status as either a direct recipient or a Sub recipient through its expert consultant team that shall provide a with a broad range of grant application and grant management, administration and monitoring capabilities required for this project. ARPC shall work with Jefferson County officials to leverage its initial allotments of Pot 3 for the Jefferson Consortium State Expenditure Plan RESTORE Act funds.

SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:

ARPC shall provide general guidance and support to Jefferson County staff and advise the County Commission in a project scope approach based upon two broad categories which shall include both grant writing and grant administration. Grant writing shall include the preparation of applications including forms, narratives and budgets as well as specialized attachments dealing with a broad range of financial reporting and monitoring.

ARPC shall consistently demonstrate a thorough understanding of the role of the RESTORE Act Grant Consultant and the policies and procedures of the Jefferson County Board of County Commissioners and will be required to thoroughly understand the information presented at various required meetings and including reports, studies and

presentations by local consultants to the Administration and Board of County Commissioners. The Consultant shall take due diligence at all times to act within the scope of its professional standards and best practices and other applicable industry guidelines, laws and regulations for these services. Furthermore, the Contractor shall secure any and all proper instruction, authorization and approval of the Jefferson County Board of County Commissioners for procedures and requirements with County policy and spending authority and approval for these services.

ARPC shall perform daily tasks for both components of its grant writing and application as well as its daily administration and consulting. The oversight and administration of Jefferson County's grant writing with its flexibility and timing to be able to respond to changing priorities of Jefferson County. ARPC's daily scope of services and approach to **grant writing and development** for Jefferson County shall include but not be limited to the following:

- Review Notices of Funding Availability, upcoming program notices and demonstration project notices and monitor new legislation and regulations.
- Investigate funding leverage opportunities.
- Register county in any portals required for grant submission including but not limited to grants.gov, grantsolutions.gov., easygrants.gov.
- Confirm county has up-to-date SAMS/DUNS number registration.
- Identify project's consistency with and inclusion in programs' guiding documents such as the MYIP and State Expenditure Plan (SEP).
- Plan grant projects, proposals, milestones and timelines working closely with project managers and staff.
- Partner and coordinate project efforts with other counties or agencies to further project goals and opportunities to leverage funding to broaden scope or reach of the project.
- Write the grant narratives including applicant and project description, funding sources, tasks and timelines, key personal and best available science as required and submit the draft to client for review and edits.
- Prepare federal forms as required such as SF-424, SF-424A or C, SF 424D, SF-LLL, and other program specific certifications or assurances.
- Develop attachments as required such as milestones, environmental checklist, performance reports, maps, site control documents, and estimate useful life statements and data management plan.
- Produce budget documents, double check limits on indirect and administrative costs and direct prohibitions on any cost classes.
- Edit the final draft and Produce the final grant application document for the County's written approval prior to submitting to the granting agency.
- Submit the final County approved grant application documents through electronic portal per the requirements outlined by the grantor agency and provide client with copies.
- Respond to grantor agency requests for additional information and edits.
- Execution of the grant agreement.

ARPC's daily scope of services and approach to the **grant administration, oversight and management** for Jefferson County shall include but not be limited to the following:

- Knowledge of applicable federal laws, rules and regulations including 2 CFR 200 (the "Omni Curricular"), 31 CFR 34 (the "RESTORE Act guidelines"), and the final US Treasury Regulations (the "Rule").
- Develop written policies and procedures regarding procurement and contracting, financial management, cost principles and conflict of interest.
- Focus on financial controls for invoice review, payments via ASAP, disbursement of funds and program income.
- Invest in continuing education of consultant team from grantor agencies and of county staff by consultant team.

- Prioritize timely reporting including: financial, programmatic, federal compliance, Sub recipient and closeout. Anticipate amendment/modifications/extensions to project timelines, milestones, operational/organizational self-assessment, activities and budget.
- Establish paper and electronic record keeping systems and policies on access to records and record retention.
- Prepare for grantor and OIG monitoring of internal controls and performance through self-monitoring and sub recipient monitoring.
- Procure pre and post award following federal guidelines. Make determination if service providers are sub recipients or contractors. Develop property standards. Determine whether products being procured are equipment, supplies or services.
- Anticipate audits and audit objectives. Submit response and resolve findings.

II. NOTICE: Pursuant to this agreement, any notices shall be in writing by U.S. Mail, certified return receipt requested, addressed as follows:

Jefferson County Board of County Commissioners

c/o Parrish Barwick, County Coordinator
 1 Courthouse Circle
 Monticello, FL 32344

Apalachee Regional Planning Council

c/o Executive Director 2507 Callaway
 Road, Suite 200
 Tallahassee, Florida 32303

III. JEFFERSON COUNTY’S RESPONSIBILITY. Except as provided in the Scope of Services, the County’s responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of Consultant’s services. The County hereby designates the County Coordinator or his designee to act on the County’s behalf with respect to the Scope of Services. The County Coordinator or his designee shall have complete authority to transmit instructions, receive information, interpret and define County’s policies and decisions with respect to materials, elements and systems pertinent to Consultant’s services.

IV. SEVERABILITY: If any provisions, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

V. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS: Accordingly, Contractor agrees to hold County harmless from any and all damages and liability caused by Contractor and its negligence with regard to its professional performance and services. Further, Contractor agrees to indemnify and hold harmless the County and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney’s fees) resulting from a breach by Contractor of any of the agreements, representations, or warranties of Contractor contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortious act or omission of Contractor, its agents or employees, in connection with Contractor’s provision of services and obligations contemplated by this Contract. The indemnity obligation of Contractor under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Contract, the County explicitly does not waive any immunities, protections or privileges they

have under Florida law including but not limited to the sovereign immunity protections afforded to Jefferson County, as a political subdivision of the State of Florida, under Florida Statute Section 768.28.

VI. AMENDMENT & ASSIGNMENT: This agreement may not be sold, assigned, amended, or transferred without the prior written consent of the appropriate Jefferson County officials.

VII. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Contractor shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Contractor agrees to indemnify and hold harmless County from and against all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Contractor to obtain such approval. This Agreement is made expressly subject to the mutual acknowledgement that both Contractor and County expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

Consultant further represents it has thoroughly reviewed Jefferson County's obligations under the RESTORE Act funding it is scheduled to receive through the U.S. Treasury and the Consultant shall abide and satisfy all requirements of the Jefferson County's OMB obligations in addition to:

A. Consultant shall give all notices required by law and shall comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of its services pursuant to this Contract and shall upon request of the County secure documents evidencing compliance therewith.

B. ARPC hereby acknowledges that award of this Contract is subject to 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section P3. Further, ARPC hereby warrants and affirms that it is not disbarred under 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section P3.

C.

VIII. PERMITS AND LICENSES: Consultant shall obtain and maintain, at its own expense, all necessary permits and licenses to enable Consultant to perform fully and deliver said products hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise.

IX. COMPLAINTS: In the event that the County has a complaint concerning the work, or any material or services used in or pursuant to the scope of work, or of the conduct of the Consultant, or any act or omission of Consultant or its agents, either directly or indirectly, without limitation, County shall make complaint known to Consultant in writing by certified mail to Consultant's address as set forth above, within sixty days (60) days after the date of these consultant services.

X. PAYMENT TERMS: County shall pay Contractor a sum not to exceed the amounts listed in attached Exhibit "C" inclusive of all applicable taxes according to the terms and conditions set forth in the bid and scope of services provided by Contractor for providing the services. County shall tender periodic payments through its RESTORE Act funding upon completion of the included scope of services and schedule agreed to following a review of the services being deemed compliant as set out in Exhibit "C" as well as the requisite funding securing through the grant application and approval process having been approved, authorized and disbursed to Jefferson County and thereafter available funding to this Grant Consultant for payment of any and all appropriate invoices for professional services rendered. The compliance review shall include the approval and authorization of the County administration with payment due upon the County receipt of final invoicing and thereafter the County's

written approval of the Consultant services completed for itemized project or task in its entirety inclusive of but not limited to the submission and securing of approval and funding for various projects under the RESTORE Act process. Payment shall be made in accordance with payment terms of this Consultant agreement and sets (30) thirty days for full payment of incremental invoices following completion and approved distribution by the County Coordinator for compliance with each scheduled task and segment of services defined herein and following proper funding from the RESTORE Act funds made available to Jefferson County for the specific project and or grant approval. County reserves the exclusive right for suspension of further payments and notice to the Consultant of said suspension due to any delay or cessation of reimbursements from the Service pursuant to the terms and reimbursement schedule under the Jefferson County RESTORE Act funding and approvals. Jefferson County has noticed the Consultant and Consultant acknowledges and fully accepts and consents to these terms of payment that include all payments for professional services shall be provided from the approved RESTORE Act funding and therefore any invoices for services rendered shall be paid exclusively from these funds upon their approval and availability to the County Administration and at no time before said funding is available.

XI. PROHIBITION AGAINST CONTINGENCY FEES: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XII. RECORDS: The Contractor shall maintain records, and the County shall have inspection and audit rights as follows:

A. Maintenance of Records: The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

B. Examination of records: The County or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place.

C. Cost and pricing data: The Contractor, by executing this Contract, certifies to truth-in-negotiation, specifically that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of Contracting. The Contractor agrees that the County may adjust the consideration for this Contract to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The County shall make any such adjustment within one (1) year following the termination of this Contract.

D. Contractor acknowledges and agrees to comply fully with all Florida public record laws and production requirements as well as Florida Statute 119.0701 and the specific language pertaining to contractors with public agencies and the contractor public record obligations emphasized by the Florida legislature.

XIII. INDEPENDENT CONSULTANT/CONTRACTOR. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is

understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly Independent Consultant and that Consultant's obligations to the County are solely as prescribed by this Agreement.

XIV. WORK PLACE, MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT: Contractor shall furnish and supply all tools, technology, materials, consumable supplies and equipment required in the delivery and performance of the contracted services set forth in this contract.

XV. FORCE MAJURE: Contractor shall not be liable for delay in delivery or nonperformance which is due to causes beyond Contractor's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes or embargoes, acts of God, acts of third parties, acts of governmental authority or any similar or dissimilar causes beyond Contractor's reasonable control.

XVI. DRUG-FREE WORKPLACE: Contractor has provided its corporate drug free workplace policy meeting those rules of conduct and tests of the County as outlined in the Jefferson County Drug-Free Workplace Program Policy.

XVII. EQUAL EMPLOYMENT OPPORTUNITY: Contractor acknowledges that Jefferson County has adopted several policies that it must enforce and has full expectation that its Consultants and contractors to comply in strict adherence as well. Accordingly, during the performance of these services, Contractor agrees to comply with the requirements of Equal Employment Opportunity. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscrimination clause. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national or national origin.

XVIII. MISCELLANEOUS TERMS:

- A. Contractor shall acknowledge and adhere to the attached Jefferson County Affirmation Action statement. (see attached Exhibit "A").
- B. Contractor shall acknowledge and adhere to the attached Jefferson County ADA guidelines. (see attached Exhibit "B")
- C. Contractor shall acknowledge, execute, adhere and accept the Jefferson County bid specifications/and notice, scope of services, fee schedule, calendar and schedule for deliverables from the RESTORE Act Grant Consulting Services in its development, application and administration and management of its RESTORE Act Pot 3 Grant submittals, projects and programs and the Consultant's response and submissions thereto shall be incorporated therein (see attached Exhibit "C"). Jefferson County's as well as the Contractor's entire submissions are incorporated herein as part of Exhibit "C".
- D. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Jefferson County "Quality Assurance Agreement" attached hereto as Exhibit "D".
- E. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Jefferson County "Independent Contractor Acknowledgment and Agreement" attached hereto as Exhibit "E".

- F. Contractor shall acknowledge, execute, adhere and accept the terms set forth within the attached Jefferson County “Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement” attached hereto as Exhibit “F”.
- G. Contractor shall provide with this executed Public Entity Crime statement attached hereto as “Exhibit G”.
- H. Jefferson County specifically reserves all rights and remedies under State and Federal law as applicable and appropriate in the event of any and all grounds for breach of contract by ARPC. ARPC herein acknowledges Jefferson County’s entitlement to all remedies and damages allowed by State and Federal law in the event ARPC is determined to be in breach of any portion this entire services agreement. Further, Section VII of the services agreement defines Jefferson County, Florida as the proper forum and jurisdiction for any and all action brought under this agreement whereby satisfying 2 CFR 200, Appendix II, Paragraph B requirements as noted.

XIX. CONTRACT TERM: In accordance with the Board’s awarding of this contract for the term set forth herein this Agreement shall be effective from the _____ day of _____, 2019, and continue as a continuing consultant professional services agreement for an initial period of one (1) year and thereafter, upon the authorization of the County Coordinator, may be renewed for additional one (1) year extensions up to, but not to exceed, three (3) additional one year extensions. Thereafter, additional Board of Commissioners authorization is required for services beyond a total of four (4) consecutive years. The County reserves the exclusive right for the termination of the Contract with or without cause upon giving 30 days written notice to ARPC upon proper notice in accordance with Section II of the agreement. ARPC shall be compensated by Jefferson County for services rendered through the date of notice of termination in accordance with the terms of the agreement.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

ATTEST:

NAME _____
Deputy County Clerk (Print)

Jefferson County Board of County Commissioners:

BY _____

NAME Betsy Barfield
Chair of the Board of County Commissioners

APPROVED AS TO FORM:

Scott Shirley, Jefferson County Land Use Attorney

ATTEST:

NAME _____
(Please Print)

TITLE _____

APALACHEE REGIONAL PLANNING COUNCIL:

BY _____

NAME Chris Rietow
(Please Print)

TITLE Executive Director/ Authorized Signator

Authorized signator to RESTORE Act Grant Consulting Services agreement from ARPC has acknowledged all requirements of the US Treasury and has incorporated herein through its authorized signature whereby certifying the authority of the signator set forth as authorized representative of the consulting firm with full authority to execute said agreement

EXHIBIT "A"

Affirmative Action Statement

The Contractor does hereby agree and acknowledge that the Jefferson County Board of County Commissioners is an equal opportunity/affirmative action employer and does not discriminate with regard to age, race, creed, color, religion, sex, disability, pregnancy, medical condition, genetic information, marital status, sexual orientation, gender identity or expression, ancestry, national or ethnic origin, citizenship status, military status or status as a disabled veteran, or any legally recognized status entitled to protection under applicable federal, state, or local anti-discrimination laws.

This position applies to all employees and applicants for employment, and to all personnel decisions and related practices within the County, including, but not limited to, recruitment, selection, promotion, compensation, benefits, training, transfers, layoffs, return from layoff, and all educational, social and recreational programs. The County makes and will continue to make reasonable accommodations to promote the employment of qualified individuals with disabilities and disabled veterans unless such accommodations would impose an undue hardship on the County's business.

The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources for the County manages the Jefferson County Board of County Commissioners' equal employment and affirmative action compliance. All managers and supervisors will take an active part in the County's affirmative action instructions to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions.

Furthermore, Jefferson County Board of County Commissioners will solicit the cooperation and support of all employees for the County's nondiscrimination policy. The Affirmative Action Officer, Assigned County Administrative officer and/or Human Resources has been assigned responsibility for periodically reviewing progress in the compliance and implementation of the County's equal employment/affirmative action program. In accordance with federal law, the County's affirmative action program for the disabled and protected veterans is available for inspection in the Human Resources Department during regular business hours upon request.

The County does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant for exercising his/her rights under Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, or any other federal, state or local law requiring equal employment opportunity and/or affirmative action. These rights include opposing any unlawful employment practice, filing a complaint, or participating in an investigation or compliance evaluation.

By: _____

Printed Name: Chris Rietow, Executive Director

Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

EXHIBIT "B"

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor does hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

By: _____
Printed Name: Chris Rietow, Executive Director
Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

EXHIBIT "C"

DOCUMENTS INCORPORATED BY REFERENCE

RESTORE ACT

SPILL IMPACT COMPONENT "POT 3" PROGRAM

1. Jefferson County bid specifications/and notice, Jefferson County RESTORE Act Grant Consultant Agreement, Consultant's submissions (initial proposal, additional consultant submittals in negotiation and contract finalization) in their entirety are all incorporated herein as part of Exhibit "C".
2. Consultant, ARPC submissions for the Jefferson County RESTORE Act Grant Consultant services including the recital of the detailed project scope of services itemized under Section I above is incorporated herein as part of Exhibit C , schedules, time allocations and in person quarterly reporting and presentations from Consultant to Jefferson county in its grant development, applications, management and administration shall all be incorporated herein as part of Exhibit C.

FEE SCHEDULE

1. ARPC will provide professional grant writing and administration services for Jefferson County associated with the Pot 3 Program for the Jefferson Consortium State Expenditure Plan RESTORE Act funds. These services will be provided at an hourly rate of sixty (60) dollars per hour with total fees and costs not exceed thirty thousand dollars (\$30,000) annually. Grant writing and administration services are eligible project costs under the RESTORE Act. This fee is deemed applicable and allocable under 2 CFR 200.
2. Fee schedule is inclusive of all travel, costs and expenses incurred in performance of these professional services.
3. ARPC acknowledges and accepts payment terms as defined in detail above in Paragraph X of the Agreement that all fees to be paid to the ARPC shall be funded exclusively from RESTORE Act federal grant funds upon their authorization and availability.
4. ARPC reserves the right to petition to amend the fee schedule after the completion of first six months of the executed agreement. This amendment may be approved only if both parties deem the initial fee schedule insufficient to cover ARPC staff time.

Submitted, acknowledged by: _____

By: _____

Printed Name: Chris Rietow, Executive Director
Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

EXHIBIT "D"
QUALITY ASSURANCE AGREEMENT

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO SIGN, COMPLY AND ABIDE BY THE QUALITY ASSURANCE AGREEMENT PROVIDED BELOW

Contractor: Apalachee Regional Planning Council

Address: 2507 Callaway Road, Suite 200 Tallahassee, Florida 32303
Tel. #: (850) 488-6211
Florida License #: _____

(if applicable)

Scheduled work/project performance and completion date(s): Schedule attached to Exhibit C and incorporated herein. In return for the consent and assignment of Jefferson County Board of County Commissioners (the "County" and or "GCBCC") to provide independent contractor assignment and or award of this bid/quote for the specified, negotiated and pre-determined fee and other good and valuable consideration, I hereby state the following:

1. AUTHORITY

I am a principal or authorized representative of ARPC, and am legally authorized to sign contracts on behalf of the ARPC collectively hereinafter referred to as (the "Contractor").

2. LICENSE (if applicable)

I warrant and represent that any and all necessary business and industry licenses for the sale of these itemized parts, as specified above, is valid and in full force and effect, compliant with all industry standard and regulations for the State of Florida and that it authorizes me to perform the licensed services contemplated for the assignment, award of bid/quote and or orders received from the County. I further warrant and represent that I will not exceed the limitations of my license, either in time or in scope.

3. PERMITS & APPROVALS

I warrant and represent that, prior to commencing work, I will obtain, and will provide to the County, any and all necessary reports, quotes, change orders and approvals required by any County policy and or other governmental agencies or departments having jurisdiction over these subject product delivery services.

4. QUALITY ASSURANCE

This Quality Assurance Agreement serves as the contractual obligation of ARPC to deliver the required consultant services for the RESTORE Act implementation and development services with the proper technical and organizational framework. I hereby acknowledge on behalf of ARPC to satisfy all requirements under the agreement and to have proper supervision and management at all times during this services agreement to ensure the quality management and customer service and regulate the rights and obligations with regard to the quality assurance for the services to be supplied. In particular, special requirements for the RESTORE Act Grant consultancy and development as defined by the entirety of the Agreement. This assurance and contractual obligation hereby requires ARPC strict compliance to all services required and to strive to the fullest extent of its corporate ability and resources to exercise all best practices and exceed minimum industry standards at all times during service within Jefferson County.

By: _____
Printed Name: Chris Rietow, Executive Director
Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

EXHIBIT "E"

Independent Contractor Acknowledgement and Agreement

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE REQUIRED TO ACKNOWLEDGE RECEIPT, SIGN, COMPLY AND ABIDE BY THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT PROVIDED BELOW.

Contractor: Apalachee Regional Planning Council

Address: 2507 Callaway Road, Suite 200 Tallahassee, Florida 32303

Tel. #: (850) 488-6211

Florida License #: _____ (if applicable)

In consideration of the Jefferson County Board of County Commission ("County"), being a Florida governmental agency, engages ARPC ("Consultant") as an independent contractor at this time, and for other valuable consideration, receipt of which is hereby acknowledged upon full completion and satisfaction of the services requested, Contractor hereby covenants and agrees with the County as follows, and Consultant hereby intends to be legally bound by the following:

1. Work and Compensation. Consultant shall personally create for the County the work and services described in the Consultant's Agreement and for the compensation set forth in this Agreement and detailed by the agreement between these parties. Consultant understands that the compensation set forth in this agreement is the total compensation for services in creating the Work and providing the services listed and that Consultant shall not receive additional compensation of any kind at any time unless said agreement is memorialized in writing and executed by both parties to this agreement.

2. Completion Schedule. Consultant agrees to complete all work according to the schedule set forth by the Agreement and specifically the schedules set forth under Exhibit C herein.

3. Independent Contractor Relationship. Consultant is in business as a Corporation and the tax identification number is set forth below with the signature of an authorized officer and signer. Consultant is an independent contractor and not an employee, servant, agent, partner or joint venturer of the County. The County shall determine the work to be done by the Consultant, but Consultant shall determine the legal means by which it accomplishes the work specified by the County. The County is not responsible for withholding, and shall not withhold, FICA or other employment taxes of any kind from any payments which it owes Consultant. The County shall issue a 1099 rather than a W-2 form. Consultant is not entitled to receive any benefits which employees of the County are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of your work for the County. Consultant shall maintain any required occupational licenses in Jefferson County throughout the term of its engagement. Consultant shall furnish the County and/or its management/administration with current certificates and proofs of payment that it has coverage for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the County may require of it from time to time.

4. Representations. Consultant hereby represents and agrees that: it has the right to enter into this Agreement; its engagement with the County does not violate any other contract or covenant that it has made with any other person, firm or entity.

5. Term. This Agreement is effective as of the date the Consultant begins performing services and delivery

of said products for the County and shall continue in effect until the completion and compliance with all terms of this agreement at which time the parties may negotiate and agree any appropriate and approved extension and or change orders for services contracted for following a formalized extension and written consent and acknowledgment by both parties to the agreement and attached Exhibits detailing the scope and delivery of services and products.

6. Miscellaneous. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. The Consultant may waive a provision of the Agreement only in a writing signed by an authorized signer on behalf of the County and specifically stating what is waived. The rights of the County under the Agreement may be assigned, but Consultant may not assign its rights or obligations under this Agreement. The title of this Agreement and the paragraph headings of this Agreement are not substantive parts of this Agreement and shall not limit or restrict this Agreement in any way. This Agreement is not a contract for future employment or future engagement and does not change the fact that Consultant's engagement may be terminated at any time by the County. This Agreement is null and void after Consultant's engagement terminates. No change, addition, deletion or amendment of this or any Agreement shall be valid or binding upon the County unless in writing and signed by an authorized person on behalf of the County. This Agreement in addition to the other terms and agreements supersede and replace any other agreement between the County and the Consultant. This Agreement shall be governed by Florida law. The parties agree that Jefferson County, Florida, is proper venue for any action arising out of this Agreement. The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorney's fees from the other party for all matters, including but not limited to appeals.

IN WITNESS WHEREOF, the Consultant has signed this agreement as of _____, _____ 2019.

The Consultant hereby accepts and agrees to this Independent Contractor Agreement.

ARPC :

By: _____

Printed Name: Chris Rietow, Executive Director

Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

Tax identification number: _____

Witness _____

Printed Name

Dated: _____, 2019

EXHIBIT "F"

Truth in Negotiation Representations and Conflict of Interest Acknowledgment and Agreement

ANY AND ALL CONTRACTED SERVICES AWARDED TO YOU AND OR YOUR ENTITY FOR THE SPECIFIED PROJECT OR SERVICES ARE PREMISED ON YOUR REPRESENTATIONS TO THIS JEFFERSON COUNTY BOARD OF COUNTY COMMISSION AND YOUR REQUIRED ACKNOWLEDGMENT FOR THE RECEIPT, REVIEW, EXECUTION AND STRICT COMPLIANCE AND TO ABIDE BY THE TERMS OF THIS TRUTH IN NEGOTIATION AND CONFLICT OF INTEREST AGREEMENT PROVIDED BELOW.

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant 's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant 's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

IN WITNESS WHEREOF, the Consultant has signed this agreement as of _____, _____ 2019.

The Consultant hereby accepts and agrees to this Truth in Negotiation and Conflict of Interest Acknowledgment and Agreement.

Apalachee Regional Planning Council

By: _____

Printed Name: Chris Rietow, Executive Director

Consultant: Apalachee Regional Planning Council

Dated: _____, 2019

Tax identification number: _____

Witness _____

Printed Name

Dated: _____, 2019

EXHIBIT G
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolocontendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me on this _____ day of _____, 20 ____.

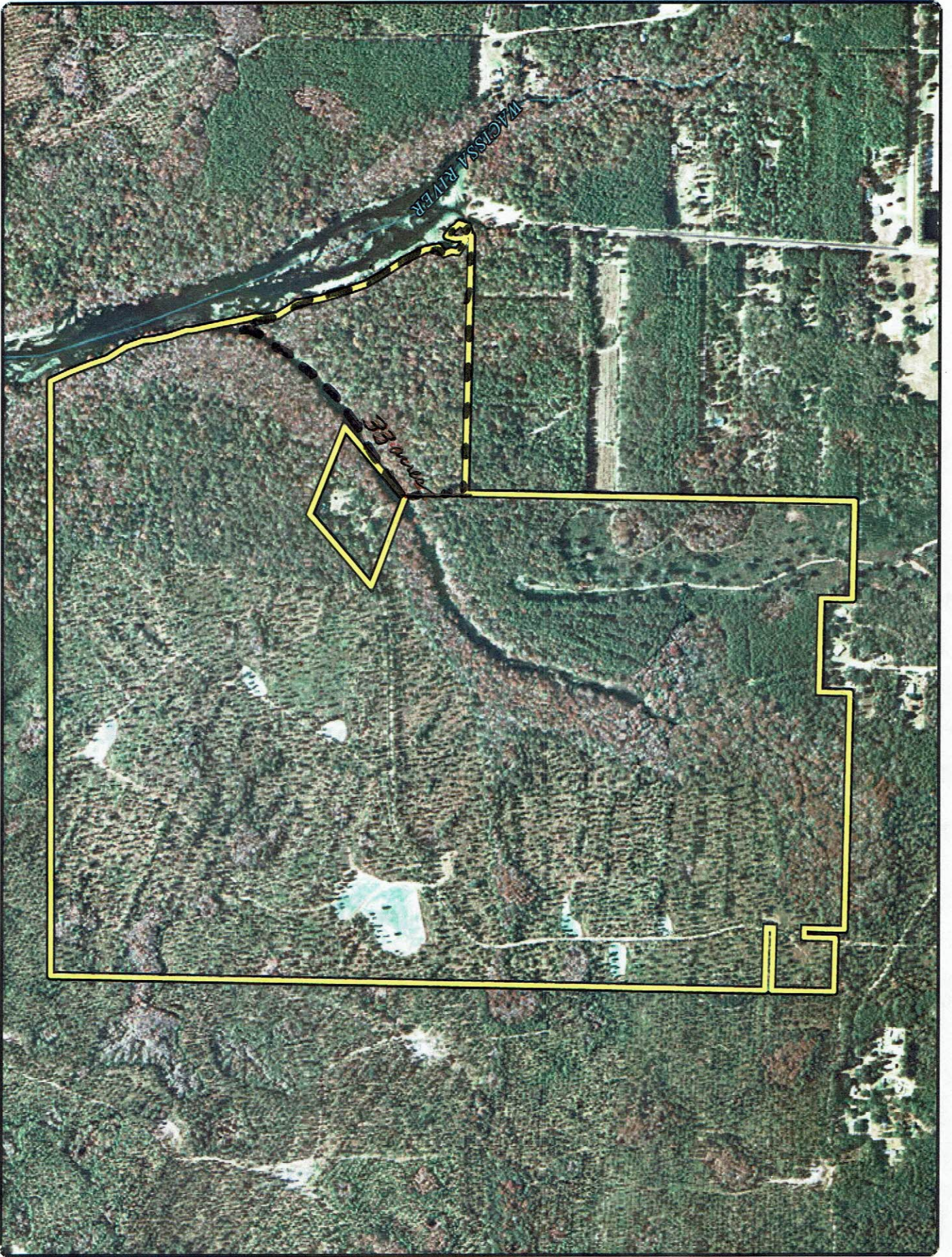
Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires: _____

[printed, typed or stamped commissioned name of notary public]

~ 33 acres



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

ORDINANCE NO. 2019-____19-01

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO CODE ENFORCEMENT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING JEFFERSON COUNTY CODE OF ORDINANCES CHAPTER 1, SEC. 1-8 TO CLARIFY THAT ALTERNATIVE METHODS OF ENFORCEMENT ARE AUTHORIZED; AMENDING CODE OF ORDINANCES CHAPTER 21 TO ESTABLISH PENALTIES THAT APPLY TO FIRST, SECOND AND REPEAT VIOLATIONS UNDER CIVIL CITATION PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, Section 125.01(1), Florida Statutes, provides that the legislative and governing body of a County shall have the power to carry on County government and that said power includes, but is not restricted to, the enumerated powers set forth in Section 125.01, Florida Statutes, so long as any powers exercised are not inconsistent with general law; and

WHEREAS, Section 125.01(1)(t), Florida Statutes, provides that a County may adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, Sections 125.01(3)(a) and (b), Florida Statutes, recognize that the enumeration of powers in Section 125.01(1), Florida Statutes, incorporates all implied powers necessary and incident to carry out those powers and that Section 125.01, Florida Statutes, shall be liberally construed in order to effectively carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the State Constitution; and

WHEREAS, the Board of County Commissioners of Jefferson County has adopted Code of Ordinances Sec. 1-8, which establishes the general penalties for violation of the Jefferson County Code of Ordinances; and

WHEREAS, the Board of County Commissioners has determined that it is necessary and advisable to amend Code of Ordinances Sec. 1-8 to clarify that enforcement under such section is supplemental, and to specifically authorize alternative methods of enforcement of County Codes, including use of code enforcement under Code of Ordinances Chapter 21; and

WHEREAS, pursuant to Chapter 162, Part II, Florida Statutes, the County has adopted a code enforcement civil citation program consisting of the issuance of citation for code violations, the imposition of fines and the opportunity for the alleged violator to challenge the citation in County Court; and

WHEREAS, the Board of County Commissioners has determined that it is necessary and advisable to specify the time for payment of the minimum civil penalty when the citation is not contested, as well as to specify the penalty applicable to first, second and repeat violations; and

WHEREAS, the Jefferson Board of County Commissioners has determined that this ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

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

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to clarify and supplement the County code relating to code enforcement in Jefferson County Code of Ordinances Chapters 1 and 21.

SECTION 3: AMENDMENT TO CHAPTER 1 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY.

Jefferson County Code of Ordinances Chapter 1, General Provisions, Sec. 1-8, General Penalty; Continuing Violations, is amended as follows:

[Words that are underlined are being added, words that are ~~struck through~~ are being deleted, and words that are neither underlined nor struck through are not being amended.]

Chapter 1 - GENERAL PROVISIONS

Sec. 1-8. - General penalty; continuing violations.

(a) In this section, the term "violation of this Code" means any of the following:

- (1) Doing an act that is prohibited or made or declared unlawful, an offense, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

- (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
- (3) Failure to perform an act if the failure is prohibited or is made or declared unlawful, an offense, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section, the term "violation of this Code" does not include the failure of a county officer or county employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this section.
- (c) Except as otherwise provided by law or ordinance, a person convicted of a violation of this Code shall be punished by a fine of not more than \$500.00, imprisonment for a term not exceeding 60 days, or any combination thereof. Except as otherwise provided by law or ordinance, with respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense.
- (d) The imposition of a penalty does not prevent suspension or revocation of a license, permit or franchise or other administrative sanctions.
- (e) Violations of this Code that are continuous with respect to time are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent injunctive relief.
- (f) Section supplemental. The provisions of this section are an additional and supplemental means of enforcing County codes. Nothing contained in this section shall prohibit the County from enforcing County codes by any other means, including, but not limited to, pursuing administrative enforcement under Code of Ordinances Chapter 21, Code Enforcement.

SECTION 4: AMENDMENT TO CHAPTER 21 OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY.

Jefferson County Code of Ordinances Chapter 21, Code Enforcement, Sec. 21-16, Citations and Civil Penalties, is amended as follows:

[Words that are underlined are being added, words that are ~~struck through~~ are being deleted, and words that are neither underlined nor struck through are not being amended.]

Secs. (a) – (d), no change.

(e) Civil penalties. The civil penalty for a violation of the codes and ordinances enacted by the board of county commissioners shall be a fine not to exceed \$500.00; provided, however, that if the person who has committed the civil infraction ~~may elect to does~~ not contest the citation and ~~pay a the~~ minimum civil penalty ~~shall be a fine of \$50.00 by the date specified in the citation.~~ Unless otherwise specified in County Code or Ordinance, the minimum civil penalty shall be (1) first violation: a warning; (2) second and subsequent (repeat) violations: a fine of \$50.00 multiplied by the total number of current and prior violations in the same code category up to the maximum penalty.

Secs. (f) and (g), no change.

SECTION 5: SEVERABILITY

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and affect.

SECTION 6: CONFLICT

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

SECTION 7: COPY ON FILE

A certified copy of this enacting Ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 8: AUTHORITY

This Ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 162, Florida Statutes.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this ___ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Betsy Barfield, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

DRAFT



February 5, 2019

Parrish Barwick, County Coordinator
Jefferson County Courthouse
1 Courthouse Circle
Monticello, FL 32344

Dear County Commission Coordinator:

I am writing to notify you that your seat on the Big Bend Continuum of Care (BBCOC) Board has a current assigned delegate, Betsy Barfield. **We request your assistance in appointing a Commissioner to fill this seat at your next meeting.** A staff member may be designated to represent your county at Board meetings when the Commissioner cannot attend. It is important to have your input on the Board of the agency charged with coordinating homeless services for 8 counties in the Big Bend Region, which includes Leon, Gadsden, Wakulla, Franklin, Liberty, Jefferson, Madison, and Taylor counties.

The Continuum is responsible for identifying the needs of area homeless persons, specific services necessary to address these needs, available funds for activities and services in the geographical area and applying for HUD and state funding to address area homeless needs. No one knows the unique needs of your county better than the elected leaders and residents of your county. That is why the COC Charter requires representation on the Board from each of the counties served. We are requesting your assistance to help accomplish this mission since you are aware of the types of services currently being provided in your area, as well as the persons and/or organizations providing these services, and the unmet needs. In addition, your assistance is necessary to help ensure your community's needs are being identified and included in our regional need's assessment.

Further, as part of establishing ongoing discussions with community leaders in our Big Bend area, **we would like to take this opportunity to request an available day and time to meet to discuss your county's needs related to area homeless persons and services within the next two-weeks.** Please respond to the Executive Director, Mia Parker, at mparker@bigbendcoc.org or at 850-694-4819.

Board of Governance

Tom Pierce, Chair
Amanda Wander, Vice-Chair
Elizabeth Rivero, Secretary
Commissioner Bryan Desloge, Treasurer
Jim McShane, Past Chair

Big Bend Continuum of Care

Mia Parker, Executive Director
2507 Callaway Road
Suite 102
Tallahassee, FL 32303
850-792-5015 Office

We are committed to assist in the organization and delivery of housing and related services that meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency, including the action steps to end homelessness and prevent a return to homelessness.



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1 COURTHOUSE CIRCLE; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Stephen Fulford

District 1

Gene Hall

District 2

J T Surles

District 3 Vice-Chair

Betsy Barfield

District 4 Chairwoman

Stephen Walker

District 5

March 21, 2019

General Business:

- Item A:** Information from the Governor's Office, Past Court Case Information and Attorney Opinion letter has been forwarded to Brown and Brown Liability Agent for Jefferson County. During any case this agent would be contacted with information forwarded for a response; at this time information has been forwarded, we await their response for further action.
- Item B:** Commissioner Barfield has requested the Highway 90 Landscaping Item be placed on the agenda. Further information to follow at the Board Meeting.
- Item F:** G-Fast has requested the surplus grapple truck be donated to their use as storm events and emergency situations in the county could be answered with this machine if it were in there use. Also, keeping the machine within Jefferson County with the consulting emergency activation company could allow the machine to be in use with the county should a situation arise with the need. The machine has been approved for surplus auction, donating to G-Fast would remove the funding that would be received per sale of the of the grapple truck.
- Item G:** The Big Bend Continuum of Care is requesting a BOCC Member be appointed to serve the area Board. BOCC Members all felt their schedules did not allow appointment to this Board. Responding to the BBCOC allowed their response that by-laws they followed required the Board Member appointed to be an elected official of the Board of County Commissioners. This item is being returned to see if a commissioner will volunteer for the Board Appointment; a designee can be appointed and attend when needed by the appointed Commissioner.

County Coordinator Items:

Road Department Reports & Activities - Mowing roadsides with concern for wildflowers will be coming soon with the warming weather and the amounts of rain we have experienced this past Fall and Winter Seasons. Staff will request the actions of mowing as there are different thoughts on how to maintain the different areas of Jefferson County. Currently the entire county is to follow a resolution that directs mowing to be held up until after flowering and seeding has been accomplished to ensure future generations of flowers are allowed to survive. Past mowing has worked to stay within that direction but continued change has been requested and directed.

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this ____ day of _____, 2019, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and Jefferson County Board of County Commissioners, Florida hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Housing category, grant #19DB-ON-02-43-01-H09 hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing and qualified to perform professional services in connection with the Project, to serve the Local Government to which this contract applies and to give consultation, advice and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the DEO CDBG Housing Program and Administrator agrees to perform such services. :

To provide technical assistance in various program areas;

To serve the Local Government as its professional representative and coordinator in all phases of the Project to which this Agreement applies;

To develop and draft a Relocation Policy for the Project, if required;

To prepare and disseminate information to the general public regarding the Project;

To provide adequate administrative plans and implementation regarding the

acquisition of properties as may be required; and

To coordinate, monitor and evaluate the Project;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the Contract below.
2. Develop, plan, implement and assess the citizen's participation to all community organizations, including but not limited to, providing program information, technical assistance to citizens, publishing applicable notices and conducting applicable hearings, as well as responding to citizen inquiry regarding the Project;
3. Respond to all citizens' questions and complaints concerning the Project in a timely manner
4. Disseminate to the public, including all community organizations, information on the program that involve citizen's participation, including but not limited to, providing program information, technical assistance to community groups and

dissemination of materials.

5. Establish and maintain general and related files as required by the Department of Economic Opportunity (DEO).
6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds".
7. Establish procedures relating to the procurement and implementation of contractual services all pursuant to Department of Housing and Urban Development (HUD) and Department of Economic Opportunity (DEO) requirements and regulations.
8. Attend all Local Government committee and County Commission meetings at which the progress of the Project is being discussed or which requires Commission action and prepare all back up documentation for submittal as part of the agenda for applicable committee meeting or County Commission meetings.
7. Establish and maintain sufficient records, internal control procedures, files, bookkeeping and audit procedures, in order to comply with the record keeping and audit requirements outlined in the Project Agreement and as required by applicable State and Federal laws and administrative rules as outlined in the Project Agreement.
8. For audit reports required to be filed with DEO and prepared by a certified public accountant, Administrator shall deliver all records necessary for

completion of the audit to the accountant and assist the County in filing the audit with the proper authority once completed. Administrator shall ensure that all audits meet the requirements of Sections 11.45 and 216.349, Florida Statutes and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501.7507, OMB Circulars A-128 or A-133, for the purposes of auditing and monitoring the funds awarded under the Project Agreement.

9. Monitor the progress of the Project to ensure compliance with all HUD and DEO regulations and prepare all necessary and all requested responses to inquiries from all applicable Local, State and Federal Governmental units.
10. Evaluate the various aspects of the Project according to HUD and DEO regulations and prepare all final reports to said agencies.
11. Prepare adequate advertising for all aspects of the Project as necessary to ensure active citizen participation, including but not limited to the environmental aspects of the Project and place said advertising.
12. To be the primary Administrator of the Project and be responsible for the accomplishing all things necessary to ensure that the Local Government complies with the obligations, reporting requirements and all referenced laws, rules and regulations for administering the Project, all as set forth in the Project Agreement and all attachments thereto and references therein.

13. To keep the Local Government Finance Department and County Coordinator informed of the project on a monthly basis with a written report to the Local Government indicating the status of all work, the nature of any contacts from any applicable government agencies and the Administrator's response.
14. Establish and maintain bookkeeping systems and internal control procedures for the purpose of complying with the audit requirements pursuant to the Project Agreement, as well as those required by applicable State and Federal Law and implement said bookkeeping systems and generation of records.
15. Undertake primary responsibility for the procurement of professional services contracts and all other contracts for goods and services for the Project, including interviewing and selection of professionals in accord with the Florida Consultants Competitive Negotiation Act, preparation of bid information, publishing of bid solicitation, review of responsive bids and recommendation of award, preparation of contracts to be presented to the Board of County Commission for approval and execution and administration of all contracts to ensure compliance with all applicable HUD and DEO requirements.
16. Prepare all professional service contracts and all other contracts for goods and services necessary for the completion of the Project and ensure they are consistent with all federal and state laws, regulations and rules as required by the terms of the Project Agreement.

17. Administer all contracts entered into between the Local Government and various professionals, contractors and vendors in accord with the requirements of HUD, DEO and any other federal or local agency whose laws or regulations affect the project.
18. Establish and maintain construction files relating to the work for the Project.
19. Certify on each invoice presented for payment pursuant to any contract that the referenced services or procurement of goods have been accomplished in compliance with the Project Agreement and all applicable attachments and references.
20. Schedule, coordinate and attend pre-construction conferences.
21. Establish and maintain the Local Government's equal opportunity files for the Project.
22. Prepare and send all required notices pursuant to the Agreement to all affected agencies, including the Department of Labor, HUD or DEO that the construction work pursuant to the Project has commenced.
23. Attend all HUD and DEO monitoring visits and prepare the Local Government response to HUD and DEO monitoring letters and initiate all remedial or compliance measures if any, as directed by HUD, DEO or any other Local, State or Federal Governmental units.
24. Keep, complete and maintain files pertaining to the Project for use by the Local Government and interested citizens.

25. Prepare for and represent the Local Government before any State or Federal Board or meetings regarding the Project Agreement.
26. Give prompt notice to the Local Government whenever the Administrator observes or otherwise becomes aware of any defects or problems with the Project.
27. Inform the Local Government of all meetings involving the Project, including all meetings with applicable government agencies or pertaining to personal service contracts with architects and/or engineers regarding this Project.
28. Be responsible for the handling of all aspects of the day to day monitoring of the progress of the work performed pursuant to the Project Agreement.
29. Supervise the preparation and submittal of all applications for any permit required for the work to be performed under the Project Agreement, and supervise the preparation and submittal of any additional requests for information arising from the permit application.

**B. DEMOLITION SERVICES
SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services for the demolition subsection of this project:

1. Implement the Project according to the activities in the application.
2. Maintain a public relations program regarding the demolition aspects of the project.
3. Develop and maintain a schedule of services regarding various aspects of the demolition subsection of the Project.

4. Compile a list of anticipated project sites for the demolition subsection of the Project.
5. Ascertain eligibility of individual sites for this aspect of the project.
6. Establish and maintain files on the demolition aspects of the Project, including individual sites.
7. Compile and develop progress reports and monitoring reports per HUD and DEO regulations and maintain central files on same.
8. Implement the demolition aspects of the Project per the instructions of the Local Government.
9. Compile and develop files regarding the actual demolition aspects of the Project.
10. Develop technical specifications and bid documents for the demolition and clearance activities.
11. Inspect the project sites per the demolition and site specifications.
12. Represent the Local Government before any Local, State or Federal board meeting regarding the demolition aspects of the Project.

**C. RELOCATION SERVICES
SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services for the relocation aspects of the Project and shall provide the following services for each homeowner as may be applicable and as required:

1. Develop and draft a Relocation Policy for the Local Government's review and

approval.

2. For each relocation, the Administrator(s) shall:
 - (A) Interview each to ascertain household relocation needs based on income, family unit size, and housing needs and preferences.
 - (B) Develop and prepare necessary forms to document each of the relocatee's family needs.
 - (C) Develop, collate, and maintain individual files for each relocatee family unit.
3. Develop and implement relocation referral and counseling services to disseminate information regarding the availability of housing, cost of comparable replacement housing and possible replacement housing referrals.
4. Develop an inspection report according to the Federal Minimum Property Standard Requirements and certify to the Local Government that each replacement unit is safe, decent and sanitary for human occupancy.
5. Develop and maintain an availability file of appropriate housing and coordinate relocation counseling services.
6. Develop and maintain procedures regarding moving and replacement housing payments.
7. Assist applicants in completing and filing any necessary forms relating to moving, replacement, and housing payments.
8. Establish and maintain Projects files.
9. Be present at all HUD or DEO monitoring visits concerning the relocation program

and prepare the Local Government's response to HUD or DEO monitoring letters.

10. Represent the Local Government before any Local, State or Federal board or meeting regarding the relocation aspects of the Project.

**D. REHABILITATION SERVICES
SCOPE OF SERVICES OF THE ADMINISTRATOR(S)**

The Administrator(s) shall provide the following services:

(A) Application Phase:

1. Implement an acceptable rehabilitation program per application forms.
2. Disseminate information to the general public regarding the program and application procedure of this project.
3. Develop and direct application procedures for prospective applicants.
4. Accept and process applications from prospective applicants.
5. Verify eligibility of prospective applicants as to income per requirements of HUD and DEO within keeping of the Privacy Act.
6. Verify eligibility of prospective applicants as to ownership of the property involved in the Project, per requirements of HUD and DEO keeping within the requirements of the Privacy Act.
7. Establish and maintain files on the general rehabilitation aspects of the Project for use by the Local Government and interested citizens.
8. Compile and correlate progress reports for the Local Government and notify the Local Government of the availability of the same.

9. Compile and correlate progress reports on this Project per any HUD or DEO requests.

(B) Post-Application Phase:

1. Inspect the prospective housing units in this Project prior to commencement of the rehabilitation work.
2. Organize appropriate write-up reports on the prospective rehabilitation housing units in the Project.
3. Develop and implement an inspection procedure on the housing units during the rehabilitation stage of the Project.
4. Organize and maintain appropriate records regarding inspections during the rehabilitation stage of this Project.
5. Inspect each unit and verify contractor's billing on each unit at the draw and completion of the rehabilitation project.
6. Establish and maintain required bookkeeping records relating to all aspects of contractor's billing.

(C) Additional Services:

1. Advise the Local Government as to the progress of the Project and indicate any areas of concern and assist the Local Government in developing solutions to any such problems.
2. Represent the Local Government before any necessary boards or review meetings.
3. Prepare requested or required reports for HUD and/or DEO.

4. Work with the Local Government to develop and maintain proper and acceptable bookkeeping methods and necessary records according to the standards of HUD and/or DEO.

ARTICLE 2
A. GENERAL ADMINISTRATION
LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the provision of the necessary financial data or other data or information in its possession needed in order to comply with the Project Agreement.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or DEO requirements.
3. To provide acceptable space for the Administrator to utilize on a regular basis in order to carry out the administration of the Project.
4. Establish and maintain rapport with individual citizens and community groups regarding the Project.
5. Notify the Administrator of all Local Government committee meetings and County Commission Meetings where the Project will be discussed.
6. Assist the Administrator in negotiations necessary for all subsections of the Project.
7. Review and implement all contracts necessary to ensure efficient progress of the

Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials with the Administrator may rely on in performing its services.
3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.
5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all DEO or HUD meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written

adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

4. Upon receipt of a termination action, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or other wise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.
5. Upon termination, the local government may take over the work and award another party a contract to complete the work described in this contract.
6. If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph 3 above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrant that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agree to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agree as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age,

sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Administrator will comply with all provisions of Executive Order

Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions

will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

HUD/DEO AUDITS

If HUD or DEO finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Community Development Agency (F.C.D.A.), due to the malfeasance, misfeasance, or nonfeasance of the administrator. All records will be made

available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the C.D.B.G. program and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of

or relating to this contract, or the breach of it, will be decided by the appropriate court in Jefferson County, Florida.

ARTICLE 18

ACCESS TO RECORDS

The local government, the Florida Department of Economic Opportunity, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement. Additionally, the Administrator shall comply with all State of Florida Public Records requirements as described on attached Exhibit A, incorporated herein and made a part of this agreement.

ARTICLE 19

PUBLIC RECORDS

- I. Public Records, Florida Statutes section 119.0701. In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet

all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

2. Request for Records; Non-Compliance.

- (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (c) If the Contractor fails to provide the public records to the public agency within a reasonable time it may it may be subject to penalties under s. 119.10.

3. Civil Action.

(a) If a civil action is filed against Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- (3) A notice complies with the above item if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on this contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid

by the sender and with evidence of delivery, which may be in an electronic format.

- (4) A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

ARTICLE 20

RETENTION OF RECORDS

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

ARTICLE 21

ENVIRONMENTAL COMPLIANCE

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:

Betsy Barfield, Chairman
Jefferson County Board of County
Commissioners

Fred D. Fox, President, FFE
Fred Fox Enterprises, Inc.

ATTESTED BY:

, Clerk of Courts
Jefferson County

ATTESTED BY:

Melissa N. Fox
Grants Compliance Manager

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the Enterprises General Administration Agreement for Fred Fox, Inc., and Jefferson County, Florida.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is 221 Treasure Beach Road, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state of with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: Jefferson County

GRANT NUMBER: #19DB-ON-03-31-01-H09

NAME AND ADDRESS: Fred Fox Enterprises, Inc.

OF CONTRACTOR: P. O. Box 840338
St. Augustine, Florida 32080

DATE OF PROPOSAL: June 14, 2018

TYPE OF SERVICE TO
BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

<u>Consultant/Director</u>	<u>125 hrs x \$100. = \$ 12,500.00</u>
<u>Project Manager</u>	<u>675 hrs x \$75. = \$ 50,625.00</u>
<u>Grants Compliance Manager</u>	<u>100 hrs x \$60. = \$ 6,000.00</u>
<u>Environmental Specialist</u>	<u>100 hrs x \$50. = \$ 5,000.00</u>

DIRECT LABOR TOTAL: \$ 74,125.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 40% x 74,125.00 = \$ 29,650.00

INDIRECT COST TOTAL: \$ 29,650.00

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$ 103,775.00

PROFIT: \$ 1,225.00

TOTAL PRICE: \$ 105,000.00

**GILCHRIST COUNTY
HOUSING REHABILITATION PROJECT
PROJECT ADMINISTRATION SERVICES
FEE SCHEDULE
ATTACHMENT A**

The fee schedule for the management of Gilchrist County's CDBG Project in the amount of \$750,000.00 in the Housing Rehabilitation category would be as follows:

SERVICE	AMOUNT
1. <u>Prepare the Environmental Review</u> <ul style="list-style-type: none"> • Prepare the Environmental Review, including all required mail-outs. • Prepare the required advertising. 	\$ 10,000.00
2. <u>Attendance at the Project Monitoring Visits as well as the Completion of all Required Reports</u> <ul style="list-style-type: none"> • Prepare Project Amendments (Estimate - 2). • Prepare all required advertisements. • Participate in all State Monitoring visits (Estimate - 2). • Prepare the Preliminary Contract and Final close-out documents for the project. 	\$ 10,000.00
3. <u>Project Administration/Financial Supervisor</u> <ul style="list-style-type: none"> • Create and maintain an independent set of financial records for the project. • Prepare all Request for Funds for the project. • Coordinate 504 (handicapped accessibility) requirements with the County. • Carry out required Fair Housing Activities. • Coordinate with the State on any new program requirements. 	\$ 20,000.00
4. <u>Coordination of the Client Selection through Rehabilitation or New Home Construction Process</u> <ul style="list-style-type: none"> • Develop and coordinate the client selection process • Meet with the clients and complete all CDBG applications • Obtain Independent verification all household members' incomes • Order and review title searches on all properties • Insure no conflicts of interest exist between potential clients, CATF members, County Commission or County staff involved in the project. If any conflicts exist, obtain waivers from DEO to resolve these conflicts 	

**GILCHRIST COUNTY
HOUSING REHABILITATION PROJECT
FEE SCHEDULE (CONT):**

SERVICE	AMOUNT
<p>4. <u>Coordination of the Client Selection through Rehabilitation or New Home Construction Process (continued)</u></p> <ul style="list-style-type: none"> • Coordinate the ranking of all clients by the County’s Citizen Advisory Task Force and County Commission • Order surveys on all residences being replaced • Prepare specifications for all homes being rehabilitated • Coordinate the bidding of all homes being rehabilitated • Bid out demolition of all residences being replaced • Coordinate the relocation of the clients during construction • Coordinate both the signing of the rehabilitation, demolition and new construction contracts with the appropriate contractors • Oversee the rehabilitation of all structures being rehabilitated, reviewing and approving draw requests and insuring coordination with the County’s Building Department is ongoing • Inspect the demolition of all structures being replaced and recommend payment to the contractor where appropriate • Oversee the construction of the new residences, review and Approve draw requests • Work with the clients to insure an orderly relocation back into the new or rehabilitated residence • Insure all Release of Liens are obtained from the contractors prior to making final payment 	<p>\$ 63,000.00</p>
<p>5. <u>Community Coordination</u></p> <ul style="list-style-type: none"> • Meet with the Citizen’s Advisory Task Force to keep them updated on the progress of the project. • Meet with the County Commission and County Staff on a regular basis to keep them updated on the progress of the project. 	<p>\$ 1,000.00</p>
<p>6. <u>Coordination with State Staff</u></p> <ul style="list-style-type: none"> • Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system. • Walk any required amendments and approvals through the State to insure a quick approval. 	<p><u>\$ 1,000.00</u></p>
<p>GRAND TOTAL -----</p>	<p>\$105,000.00</p>

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY JEFFERSON COUNTY; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commission of Jefferson County desires to establish a policy supporting small, women owned and minority businesses, and

WHEREAS, the Board of County Commission of Jefferson County recognizes an opportunity to affirmatively support small, women owned and minority business in those programs directly funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Board of County Commission of Jefferson County desires to bring the percentage of minorities employed by the County more closely in line with its percentage of minorities who live in the County; and

WHEREAS, the Board of County Commission of Jefferson County recognize the need to adopt an action plan to implement such goals;

WHEREAS, the Board of County Commission of Jefferson County recognizes the County as an Equal Employment Opportunity Employer; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF BOARD OF COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

I. Policy Relating to the Employment of Small, Women Owned and Minority Businesses.

It shall be the policy of the Board of County Commission of Jefferson County when soliciting for projects that involve Community Development Block Grant federal funding to require each department, agency, entity, or agent of the County to promote and assist small, women owned and minority businesses in gaining entry to do business with Jefferson County. By assisting small, women owned and minority businesses, the County will help to expand and develop the small, women owned and minority section in and around Jefferson County.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the County will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The County will also comply with the Section III clause in the administration of Community Development Block Grant programs, which requires:

1. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area;
3. Certifying that parties to the contracts are under no obligation, which would prevent them from complying;
4. Insuring that the contractor will send labor organizations with which he or she has had a collective bargaining agreement a notice stating his or her commitments under this section and post this notice in places available to employees;
5. Insuring that the contractor will include a "Section III Clause" in every subcontract;
6. Insuring that the contractor will not subcontract with anyone that has previously violated "Section III" requirements;
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;
8. Include "Section III" requirements in Community Development Block Grant bid invitations and contract specifications;
9. Cooperate with the Secretary of Housing And Urban Development in obtaining compliance from the recipient of the grant's contractors;
10. Submit to compliance reviews by the HUD when necessary; and
11. Permit HUD access to all required records, accounts, reports, books, etc.

It is understood however, that while every opportunity will be afforded to small and minority businesses to enable them to bid on Jefferson County's Community Development Block Grant federally funded projects, contracts will continue to be awarded to the lowest or best responsible bidder.

II Policy Relating to the Employment of Minorities by Jefferson County.

It shall be the goal of the Board of County Commission of Jefferson County to attempt to increase the percentage of minority County employees at the rate of .1 percent of the County's total employee base, per year until the percentage of minority County employees is equal to that of the minority County population.

Jefferson County is an equal opportunity employer. No person shall be unlawfully excluded from consideration for employment because of race, creed, color, religion, national origin, ancestry, sex, age, veteran status, familial status, handicap or genetics.

The County will attempt to attain the goal by doing the following:

1. The County will advertise every open position in a newspaper of general circulation within the County prior to filling the open position when the position has not already been filled through existing procedures or policies providing for promotion from within and from Job Service applicants.
2. Stating in every advertisement that the County is an equal opportunity employer and does not discriminate in its hiring practice.

While Jefferson County will attempt to attain the minority employment goal stated herein the following is understood:

1. Jefferson County will attempt to hire the best qualified person for each available position, regardless of race.
2. While Jefferson County will attempt to attain the employment goal set forth herein; the goal is only that and the County accepts no liability if the goal stated herein is not reached.

III. Definitions.

1. **SMALL BUSINESS**-An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirement shall include both personal and business investments.
2. **WOMEN BUSINESS ENTERPRISES**-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by women and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.
3. **MINORITY BUSINESS ENTERPRISES**-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.
4. **CERTIFIED MINORITY BUSINESS ENTERPRISES**-A business enterprise which has been certified by the State of Florida to be a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
5. **MINORITY PERSON**-A person whose race is Black, American Indian, Alaskan Native, Asian or Pacific Islander.

IV. Action Plan.

In that Jefferson County will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the County desires to enhance the opportunities for small and minority businesses and local businesses to participate in Community Development Block Grants with the County.

To accomplish this objective, the Board of County Commission of Jefferson County, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

1. To utilize the news media, State Department of General Services' list of small, women owned or minority business concerns, local advertising services, citizen's advisory boards, regional planning Board of County Commissions, listings by federal agencies, and other appropriate sources to identify small, women owned and minority business concerns for possible involvement with the County Community Development Block Grant federally funded contracts.
2. To maintain and update the listing of small, women owned and minority business concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the County.
3. To provide the prime contractor with a list of small, women owned or minority business concerns and require utilization in obtaining subcontractors for the County's Community Development Block Grant federally funded contracts.
4. To maintain records (copies of memoranda, general correspondence, etc.) to document that all steps in the action plan have been followed.
5. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded County administered projects and programs.

V. Effective Date.

This resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the Board of County Commission of Jefferson County, Florida at a regular meeting on this ____ day of _____, 2019.

, Chairman

ATTESTED:

,

RESOLUTION _____

A RESOLUTION OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSION, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA AS FOLLOWS:

WHEREAS, 42 United States Code 5304(a)(1)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

WHEREAS, 42 United States Code 5304(a)(1)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

THEREFORE AND HENCEFORTH, it is the policy of the Jefferson County to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the County's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of Jefferson County in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

DULY PASSED AND ADOPTED by the Board of County Commission of Jefferson County, Florida at a regular meeting on this _____ day of _____, 2019.

, Chairman

ATTESTED:

,

**AGREEMENT FOR SETTLEMENT, PURCHASE AND SALE,
AND RELOCATION**

THIS AGREEMENT FOR SETTLEMENT, PURCHASE AND SALE, AND RELOCATION (“Agreement”) is made and entered into as of the ____ day of _____ 2019, by and between **JEFFERSON COUNTY**, a political subdivision of the State of Florida (“**Seller**” or “**County**”), and **MORRIS PROPANE, LLC**, a Florida limited liability company (“**Purchaser**” or “**Morris**”). Seller and Purchaser shall be referred to herein collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, Morris operates a propane gas distribution facility located at 36 Shiver Road, Jefferson County, Florida (“**Existing Propane Facility**”); and

WHEREAS, the Parties desire to settle the pending Case No.: 332018 CA 000170 CAAXMX in the Circuit Court of the Second Judicial Circuit for Jefferson County, which was initiated by Marcia Elder against the Parties regarding the Existing Propane Facility (“**Elder Case**”); and

WHEREAS, in order to settle the Elder Case and to avoid the costs and uncertainty associated with litigation, the Parties have entered into the Settlement Agreement and General Release attached as **Exhibit “A”** hereto (“**Settlement Agreement**”), and this Agreement which provides for the relocation of the Existing Propane Facility to the Jefferson County Industrial Park pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I - DEFINITIONS AND EXHIBITS

1.1 Definitions. For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

(a) **Agreement** means this Agreement for Settlement, Purchase and Sale, and Relocation.

(b) **Closing** means the closing and consummation of the purchase and sale of the Property as described herein.

(c) **Closing Date** means the date on which the Closing of the purchase and sale of the Property occurs.

(d) **Closing Documents** means such documents and instruments as both Seller and Purchaser agree are necessary to close and consummate the purchase and sale of the Property as described herein.

(e) **Closing Statement** means the term defined in Section 9.2(c) below.

(f) **Covenants** means the Covenants and Restrictions for Jefferson County Industrial Park which are attached as Exhibit "B" hereto.

(g) **Effective Date** means, with respect to any notice or consent or other communication required or permitted hereunder which is mailed or delivered in accordance herewith, (a) the date of actual delivery if such notice, consent or other communication is delivered by hand, facsimile or e-mail; provided the sender of such facsimile or e-mail has reasonable evidence that the facsimile or e-mail was received by the addressee's machine on the date sent (and with an original following the next day via overnight courier service), (b) the day following the day on which the same has been delivered prepaid to a national overnight courier service addressed as set forth below, or (c) the third business day following the day on which the same is sent by registered or certified mail, postage prepaid.

(h) **Environmental Laws** means the term defined in Section 7.7(b)(i) below.

(i) **Execution Date** shall mean the date upon which the last of Seller and Purchaser has executed this Agreement and delivered a fully executed copy to the other.

(j) **Governmental Authorization Period** means the period commencing on the Execution Date and expiring at 5:00 p.m. Eastern Time on the ninetieth (90th) day after the Execution Date.

(k) **Hazardous Substances** means the term defined in Section 7.7(b)(ii) below.

(l) **Inspection Activities** means the term defined in Section 5.1(b) below.

(m) **Inspection Period** means the period commencing on the Execution Date and expiring at 5:00 p.m. Eastern Time on the sixtieth (60th) day after the Execution Date.

(n) **Intended Uses** means the Purchaser's intended uses for the Property which shall be a propane distribution facility consisting of one 18,000 gallon propane tank and one 30,000 gallon propane tank, together with all supporting equipment, piping, bulkheads, electrical, fittings, guard rails and other similar products and supplies.

(o) **Land** means the approximate 1.15± acre tract of land depicted on Exhibit "C" attached hereto labeled as "Property" within the legend, which legal description and sketch shall be finalized and agreed to by the Parties within thirty (30) days of the Execution Date.

(p) **Parent Parcel** means the approximate 27.09 ± acre tract of land depicted on Exhibit "C" attached hereto labeled as "Parent Parcel" and which contains the Property.

(q) **Permitted Title Exceptions** means liens for ad valorem taxes not payable on or before Closing and other matters determined to be acceptable by Purchaser prior to Closing, as contemplated by Article IV of this Agreement.

(r) **Project** means the development of the Intended Uses on the Property.

(s) **Property** means the Land, together with the plants, trees and shrubbery located thereon, together with all rights, privileges, members, licenses and rights-of-way, easements appurtenant to the Land, tenements and hereditaments now or hereafter existing and all other property, right, title or interest, tangible or intangible, personal or real, or otherwise owned by Seller in connection with the Land. The Property constitutes a portion of the Parent Parcel.

(t) **Purchase Price** means the purchase price for the Property described in Section 3.1.

(u) **Purchaser's Governmental Authorizations** means the term defined in Section 5.2(b) below.

(v) **RCRA** means the term defined in Section 7.7(b)(i) below.

(w) **Seller's Due Diligence Materials** means the term defined in Section 5.1(a) below.

(x) **Seller's Governmental Authorization** means the term defined in Section 5.2(a) below.

(y) **Special Warranty Deed** means a special warranty deed in the form attached as **Exhibit "D"** hereto.

(z) **Relocation Costs** means those costs detailed in **Exhibit "E"** attached hereto which the County shall pay for pursuant to the terms of this Agreement.

(aa) **Survey** shall mean the term defined in Section 6.1 below.

(bb) **Title Commitment** shall mean the term defined in Section 4.1 below.

(cc) **Title Company** means Old Republic National Title Insurance Company or such other reputable, national title insurance company acceptable to Purchaser.

(dd) **Title Objections** means the term defined in Section 4.1.

1.2 Exhibits. Attached hereto and forming an integral part of this Agreement are the exhibits listed below, which exhibits are incorporated herein and by reference made a part hereof.

Exhibit "A" – Settlement Agreement and General Release

Exhibit "B" – Covenants and Restrictions for Jefferson County Industrial Park

Exhibit "C" – Sketch of Property and Parent Parcel

Exhibit "D" – Form of Special Warranty Deed

Exhibit "E" – Relocation Costs

ARTICLE II - PURCHASE AND SALE OF THE PROPERTY

Subject to and in accordance with the terms and provisions of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

ARTICLE III - PURCHASE PRICE

3.1 Purchase Price. The Purchase Price for the Property shall be THIRTEEN THOUSAND TWO HUNDRED TWENTY FIVE AND 00/100THS DOLLARS (\$13,225.00). The Buyer shall not be required to pay the Purchase Price to Seller at Closing. The Seller is obligated to pay for the Relocation Costs as provided in Article XII below, and the Buyer's obligation to pay the Purchase Price shall be satisfied as provided in Section 12.2 below.

3.2 Proration. The following items (in addition to any other sums customarily prorated in closing of similar properties in the County where the Property is located) shall be prorated between Seller and Purchaser as of midnight of the day immediately preceding the Closing Date:

(a) Ad valorem taxes and assessments for the calendar year of Closing based on the ad valorem tax bill for the Property if then available for such year, or if not, such taxes will be prorated based upon the figures for the previous year.

(b) Sanitary sewer taxes and utility charges, if any; provided, however, either Seller or Purchaser may elect, prior to Closing, to require that the meters for all utility charges be read and new accounts therefor established as of midnight of the day prior to Closing whereupon Seller shall be responsible only for and shall pay for all such charges first accruing or relating to the period prior to the date of Closing.

(c) In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Purchaser's change in land usage or the change in ownership of the Property attributable to Purchaser's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due. Seller agrees to indemnify and hold Purchaser harmless from and against all post-Closing claims and assessments for all taxes attributable to periods prior to Closing, and for Seller's prorated portion of all taxes for the Closing tax year. Seller's indemnity of Purchaser shall survive the Closing and shall not be merged into the Special Warranty Deed or other closing documents.

ARTICLE IV - TITLE TO THE PROPERTY

4.1 Title Examination. Seller shall convey to Purchaser at Closing the Property subject to the Permitted Title Exceptions. Within ten (10) days of the legal description and sketch being finalized between the Parties pursuant to Section 1.1(o) above, Purchaser, at Seller's sole expense, shall cause title to the Property to be examined and shall obtain from Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. ("**Closing Agent**") a current owner's title insurance commitment issued by the Title Company (the "**Title Commitment**"). Within thirty (30) days of the Purchaser's receipt of the Title Commitment, Purchaser shall provide Seller a written

statement of any and all such conditions, defects, encroachments or other objections to title or survey which are not acceptable to Purchaser to which Purchaser objects (any such matters to which Purchaser objects pursuant to this Section 4.1 herein referred to as “**Title Objections**”). Seller shall have a period of ten (10) days after receipt of Purchaser’s Title Objections in which to elect in writing whether to cure such title and survey objections; provided, however, that Seller shall be obligated to cure any liens arising through Seller and removable by the payment of money. If Seller elects to cure such Title Objections, Seller shall use commercially reasonable efforts to cure such Title Objections no later than five (5) business days prior to the Closing Date. If Seller has agreed to cure such Title Objections but does not correct all such Title Objections within the time allowed by this Section 4.1, then Purchaser, at its option exercised by written notice, shall either:

(a) terminate this Agreement, in which event the Parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations that, by the express terms hereof, survive any such termination; or

(b) waive such Title Objections, in which case all such Title Objections and other matters of record appearing of record on the effective date of the Title Commitment shall be deemed Permitted Title Exceptions, and proceed to close the purchase and sale of the Property and allow Seller to convey title to the Property in accordance with the terms hereof.

4.2 Additional Permitted Title Exceptions. Purchaser shall have the right to cause the title to the Property to be re-examined prior to Closing and to notify Seller prior to Closing of any title objections to the extent relating solely to matters first arising after the effective date of the Title Commitment that Purchaser deems unacceptable, and Purchaser shall have the right to elect from the options set forth in Sections 4.1(a) and 4.1(b) above should Seller fail to correct such title objections related to matters arising after the effective date of the Title Commitment.

ARTICLE V - INSPECTION, GOVERNMENTAL AUTHORIZATIONS, AND THE COVENANTS

5.1 Inspection of Property.

(a) Within five (5) business days after the Execution Date, Seller shall provide copies of the following items to the extent relating to the Property: most current tax bills, existing environmental reports, including soil and groundwater tests, if any; surveys, including topographical surveys, if any; existing wetlands and state waters delineations, if any; any existing documents concerning zoning; existing title work; existing subsurface and geotechnical reports; documentation regarding development rights; and any other documentation related to the Property (collectively, the “**Seller’s Due Diligence Materials**”).

(b) During the term of this Agreement, Seller agrees to allow Purchaser or Purchaser’s agents or representatives reasonable access to the Property to inspect, test, examine and survey the Property, including physical testing such as core drilling, and to inspect and test other such other matters as the Purchaser, in its sole and unimpaired discretion, may determine (such activities are hereinafter referred to as “**Inspection Activities**”). Purchaser shall indemnify, defend, and hold harmless the Seller against any and all losses, costs, damages, claims, or liabilities, including, but not limited to, mechanic’s and materialmen’s liens and the

Seller's reasonable attorneys' fees, arising out of or in connection with the Purchaser's or its agents, employees or independent contractors entry on the Property and any inspections thereof; provided, however, that the foregoing indemnity and obligation to defend and hold harmless shall not extend to any losses, costs, damages, claims or liabilities relating to pre-existing conditions (whether or not such conditions were known to the Seller prior to such entry and inspections). The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement and shall not be merged into the Special Warranty Deed or other closing documents.

(c) **Termination.** In the event Purchaser determines for any reason whatsoever during the Inspection Period that the Property is not satisfactory in Purchaser sole discretion for any reason or no reason, Purchaser shall be entitled to terminate this Agreement by giving Seller written notice of such termination. Upon such termination, the Parties hereto shall have no further rights or obligations hereunder except for those that by the express terms hereof survive any termination of this Agreement.

5.2 Governmental Authorizations.

(a) Seller shall apply for and obtain the following governmental authorization ("**Seller's Governmental Authorization**") at Seller's expense, within forty-five days of the Execution Date, which is required for Purchaser to develop and construct the Intended Uses on the Property: a subdivision lot split creating the Property as depicted on **Exhibit "B"** after the Parties have agreed upon the legal description and sketch. If Seller does not comply with the foregoing conditions and obtains Seller's Governmental Authorization within forty five (45) days of the Execution Date, Purchaser may elect, in Purchaser's sole and complete discretion, to terminate this Agreement, by giving written notice of such termination to Seller and this Agreement shall be deemed null and void and of no force and effect, and the Seller and Purchaser shall have no further rights, obligations or liability under the Agreement, except as to those matters which survive termination of the Agreement.

(b) Purchaser shall apply for and obtain the following governmental authorizations (collectively, "**Purchaser's Governmental Authorizations**"), at Seller's expense, during the Governmental Authorization Period, which are required for Purchaser to relocate the Existing Propane Facility to the Property and develop, operate and construct the Intended Uses on the Property: (i) a County-approved Minor Development Order; (ii) County-approved Demolition Permit to remove the Existing Propane Facility; (iii) a County-approved Building Construction Permit, (iv) any required stormwater management governmental authorizations, and (v) any other governmental authorization required to develop the Intended Uses on the Property. Purchaser is responsible for applying for and obtaining Purchaser's Governmental Authorizations. Seller hereby covenants and agrees to reasonably cooperate with the Purchaser in connection with the Purchaser's obtaining the Purchaser's Governmental Authorizations. If Seller is required to execute any application, map, plan or other related document in order for the same to be filed, processed or granted by the applicable governmental authority, Seller agrees, upon written request of Purchaser, that all such applications, maps, plans or other related documents, and any amendments, returns or renewals thereof, shall be executed by the Seller and returned to the Purchaser as soon as reasonably practicable following receipt of such documents by Seller but in no event later than five (5) business days after Seller's receipt of the same. For purposes of this paragraph, the County Coordinator is authorized to execute such

documents on behalf of the Seller. If Purchaser does not obtain Purchaser's Governmental Authorizations within the Governmental Authorization Period, Purchaser may elect, in Purchaser's sole and complete discretion, to terminate this Agreement, by giving written notice of such termination to Seller. If Purchaser terminates this Agreement, this Agreement shall be deemed null and void and of no force and effect, and the Seller and Purchaser shall have no further rights, obligations or liability under the Agreement, except as to those matters which survive termination of the Agreement. Seller's obligation to reimburse Purchaser for the costs to obtain the Purchaser's Governmental Authorizations shall survive termination of this Agreement.

5.3 Covenants. Seller hereby approves Buyer's Intended Uses for the Property, and confirms that all required conditions and terms of the Covenants have been satisfied as of the Effective Date.

ARTICLE VI - SURVEY

6.1 Survey. Purchaser, no more than fifteen (15) days after the Execution Date, shall cause to be prepared at Seller's expense, an ALTA/NSPS survey of the Property (the "**Survey**") by a surveyor registered under the laws of the State of Florida. Purchaser shall have the right to object to Survey matters in accordance with Article IV of this Agreement.

ARTICLE VII - SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Purchaser as of the date hereof and as of the Closing Date as follows:

7.1 Organization, Power and Authority. Seller has the right, power and authority to enter into this Agreement and to perform this Agreement, and this Agreement, when executed and delivered by the Seller, will be a valid and binding obligation of the Seller in accordance with its terms.

7.2 Litigation. There is no litigation, investigation or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or the Property which would impair or adversely affect Seller's ability to perform its obligations under this Agreement or any other document or instrument related hereto.

7.3 Seller's Due Diligence Materials. The Seller's Due Diligence Materials are delivered to Purchaser by Seller at Purchaser's request. Seller represents to Purchaser that the Seller's Due Diligence Materials delivered by Seller to Purchaser are true and correct copies of such Seller's Due Diligence Materials as contained in Seller's files.

7.4 No Notices. Seller has received no written notice from any city, county, state or other government authority of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property, which violation has not been corrected.

7.5 No Conflicts. The execution of this Agreement, the consummation of the transactions herein contemplated and the performance and observance of the obligations of the Seller hereunder and under any and all other agreements and instruments herein mentioned to

which the Seller is a party will not conflict with or result in the breach of any law or regulation, order, writ, injunction or decree of any court or governmental instrumentality or of any agreement or instrument to which the Seller is now a party or to which it is subject, or constitute a default thereunder, and does not require the Seller to obtain any consents or approvals from, or the taking of any other actions with respect to, any third parties.

7.6 Title. The Seller has good, marketable, insurable and indefeasible fee simple title to the Property, free and clear of all liens and encumbrances except those liens and encumbrances the Seller is obligated to cause to be released at or prior to Closing.

7.7 Environmental.

(a) Seller represents and warrants as of the Execution Date and as of the Closing Date that, to the best of Seller's knowledge and belief: (i) no Hazardous Substances are now located on the Property, and neither the Seller nor, to the best of Seller's knowledge, any other person has ever caused or permitted any Hazardous Substances to be placed, held, located or disposed of on, under or at the Property or any part thereof, except for materials stored in strict compliance with Environmental Laws; (ii) Seller has no knowledge of any non-compliance with any Environmental Laws; (iii) no part of the Property is or has been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Substances, except for materials stored in strict compliance with Environmental Laws; (iv) there has been no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Substances on the Property and interests described above, and the Seller has no knowledge that the Property and interests are currently on, nor does the Seller have any knowledge that it has ever been on, any federal or state "Superfund" or "Superlien" list; and (v) Seller has not received any notice from any Governmental Authority with respect to any violation of any Environmental Laws.

(b) As used herein, the following terms shall have the following meanings.

(i) **"Environmental Laws"** means all federal, state, regional, county and local statutes, regulations, ordinances, rules, regulations and policies, all court and administrative orders and decrees and arbitration awards, and the common law, which pertain to environmental matters or contamination of any type whatsoever, including but not limited to those relating to the presence, manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Substances; air, water (including surface water, groundwater, and stormwater) or soil (including subsoil) contamination or pollution; the presence or Release of Hazardous Substances, protection of wildlife, endangered species, wetlands or natural resources; health and safety of employees and other persons; and notification requirements relating to the foregoing, including, without limitation, the following statutes, and regulations adopted thereunder: the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq. ("**RCRA**"); the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. § 1251 et seq.; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801

et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and the Occupational Safety and Health Act, 19 U.S.C. § 6251 et seq.

(ii) “**Hazardous Substances**” means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is defined or regulated under any Environmental Laws, and includes, without limitation, a. mold, asbestos, polychlorinated biphenyls, and petroleum (including petroleum products or derivatives, crude oil or any fraction thereof), and b. any material classified or regulated as "hazardous waste" pursuant to RCRA.

7.8 Third Party Rights. There are no leases, licenses or other occupancy agreements presently in effect pursuant to which Seller has granted any party rights to possession or use of the Property or any portion thereof, nor has Seller given any other party an option or right of first refusal to purchase any portion of the Property that remains in effect as of the Execution Date. From and after the Execution Date to the Closing Date or earlier termination of this Agreement, Seller shall not do, suffer or permit, or agree to enter into any agreement with respect to the Property or sell, encumber or grant any interest in the Property or any part thereof without the prior written consent of Purchaser.

7.9 Bankruptcy. Seller has neither filed nor been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

Seller agrees to notify Purchaser promptly if any representation or warranty made in this paragraph Article VII becomes untrue prior to Closing.

ARTICLE VIII - PURCHASER’S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents, warrants and agrees that:

8.1 Organization, Power and Authority. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder. This Agreement is the valid and legally binding obligation of Purchaser enforceable in accordance with its terms.

8.2 Litigation. There is no litigation, investigation or proceeding pending against Purchaser which would impair or adversely affect Purchaser’s ability to perform its obligations under this Agreement or any other document or instrument related hereto.

ARTICLE IX - CLOSING

9.1 Time and Place. The Closing shall be held at the offices of the Closing Agent, in Tallahassee, Florida, or at such other location as Seller and Purchaser may agree upon in writing, on a mutually acceptable date, but in no event later than thirty (30) days after the expiration of the Governmental Authorization Period, unless either Seller or Purchaser has duly elected to terminate this Agreement pursuant to the terms of this Agreement. Such date and time of

Closing may be postponed pursuant to the terms of this Agreement or as otherwise agreed by Seller and Purchaser in writing.

9.2 Seller's Deliveries. For and in consideration of, and as a condition precedent to Purchaser's delivery to Seller of the Purchase Price, Seller shall deliver, at Seller's expense (all of which shall be duly executed and acknowledged where required), the following:

(a) The Special Warranty Deed conveying the Property to Purchaser, subject to the Permitted Title Exceptions;

(b) A Seller's affidavit of title with respect to the Property in the form reasonably satisfactory to the Title Company sufficient to provide "GAP" coverage and to remove standard printed exceptions to title in the Policy regarding (i) unrecorded matters (except general real estate taxes not yet due and payable); (ii) parties in possession; and (iii) mechanic's liens;

(c) A closing statement which shows the Purchase Price, the various credits to each of Seller's and Purchaser's accounts contemplated hereby (herein referred to as the "Closing Statement");

(d) A non-foreign affidavit as defined by Internal Revenue Code Section 1445 in form reasonably acceptable to Purchaser dealing with the subject matter of Section 1445 of the Internal Revenue Code;

(e) A blanket bill of sale and assignment of all tangible and intangible personal property owned by Seller and related to the Property including, without limitation: any governmental permits, approvals, licenses and entitlements (including any pending applications); and

(f) Such other affidavits and resolutions as may be customarily required by the Title Company in order to insure the Purchaser's title to the Property.

9.3 Purchaser's Deliveries. For and in consideration of, and as a condition precedent to Seller's delivery to Purchaser of the items specified in Section 9.2 above, Purchaser shall deliver to Seller at Closing the Closing Statement.

9.4 Closing Costs. Seller shall pay for any and all costs associated with Closing, including any documentary stamp/transfer taxes due on the Special Warranty Deed; the recording charges for and all documents contemplated hereinto be recorded, Seller's attorneys' fees; satisfaction of any mortgages or other liens or encumbrances on the Property; the cost for recording any curative title documents and any restrictive covenants required hereunder; title insurance premiums, endorsements, and search fees, the cost of the Survey; and the cost of any escrow or closing fees.

ARTICLE X - CONDITIONS AND DEFAULT

10.1 Purchaser's Conditions (Purchase and Sale). All of the following shall be conditions to Purchaser's performance hereunder, and must be satisfied at or prior to the Closing:

(a) Seller shall have executed and delivered the documents and instruments contemplated by Section 9.2 above; and

(b) Purchaser shall not have exercised any right to terminate this Agreement pursuant to the terms of the Agreement.

10.2 Seller's Conditions (Purchase and Sale). All of the following shall be conditions to Seller's performance hereunder, and must be satisfied at or prior to the Closing:

(a) Seller shall not have exercised any right to terminate this Agreement pursuant to the terms of the Agreement; and

(b) Purchaser shall have executed and delivered the documents and instruments and paid the Purchase Price as contemplated by Section 9.3 above.

10.3 The County's Default.

(a) **Seller's Default; Purchaser's Remedies (Purchase and Sale).** If Seller fails to perform any of its obligations under the purchase and sale provisions of this Agreement relative to the Property, then Purchaser, as its sole remedy for such failure, may either: (i) terminate this Agreement by written notice to Seller given prior to or on the Closing Date, whereupon Purchaser may recover, as its sole recoverable damages, its direct and actual out-of-pocket expenses and costs, including Relocation Costs (incurred prior to Closing) and reasonable attorneys' fees, in connection with this transaction, or (ii) bring an action against Seller for specific performance of this Agreement. If Purchaser does not bring suit within ninety (90) days after the Closing Date, Purchaser shall be deemed to have elected option (i) above.

(b) **The County's Failure to Perform (Relocation).** If the County fails to perform any of the County's obligations under Article XII (Relocation), Morris may pursue all available actions at law and in equity.

10.4 Morris' Default.

(a) **Purchaser's Default; Seller's Remedies (Purchase and Sale).** If Purchaser fails to purchase the Property on the Closing Date in accordance with the purchase and sale provisions of this Agreement relative to the Property, then Seller, as its sole remedy, shall be entitled to be paid FIVE HUNDRED AND 00/100THS DOLLARS (500.00) from the Purchaser as liquidated damages ("**Liquidated Damages**"). Seller and Purchaser hereby agree that Seller's actual damages, in the event of a default by Purchaser, would be extremely difficult or impracticable to determine. Therefore, Seller and Purchaser hereby acknowledge and agree that the Liquidated Damages are agreed upon as the Parties best, and they believe reasonable, estimate of Seller's damage and as Seller's sole and exclusive remedy against Purchaser at law or in equity in the event of a default under the purchase and sale provisions of this Agreement on the part of the Purchaser.

(b) **Morris' Failure to Perform (Relocation).** If Morris fails to perform any of Morris' obligations under Article XII (Relocation), the County may pursue all available actions at law and in equity.

ARTICLE XI - CONDEMNATION

11.1 Risk of Loss. Seller shall bear all risk of loss or damage to the Property by fire, other casualty or condemnation prior to the Closing.

11.2 Condemnation. In the event of a commenced or threat of condemnation of any portion of the Property which in Purchaser's sole and absolute discretion would interfere with Purchaser's use and enjoyment of the Property or the for any uses permitted under applicable governmental regulations, Purchaser shall have the option to elect to terminate this Agreement by serving written notice thereof on Seller within five (5) business days after notice from Seller of such condemnation, whereupon neither party shall thereafter have any further rights or obligations under this Agreement except as otherwise provided herein. If Purchaser does not exercise such right of termination, then Seller shall assign to Purchaser at Closing all of its right, title and interest in and to any award to which Seller may be entitled and the Purchase Price shall not be reduced.

11.3 Notice of Condemnation. If at any time prior to the Closing all or any portion of the Property is taken by condemnation or eminent domain or any proceeding in lieu thereof or Seller becomes aware of the threat of such taking, Seller shall give notice thereof to Purchaser and, in any event, prior to Closing.

ARTICLE XII - RELOCATION

12.1 Relocation. After Closing, within one hundred and twenty (120) days following the County's completion of the Site Preparation of the Property pursuant to No. 5 (Site Preparation) as described on **Exhibit "D,"** Morris shall relocate the Existing Propane Facility to the Property. Morris shall have no obligation to relocate the Existing Propane Facility if the Closing on the Property does not occur. "**Force Majeure Event**" means the occurrence of any of the following events for the period of time that the performance of Morris' relocation obligations are delayed or prevented: acts of God, acts of the public enemy, insurrections, wars or war-like action (whether actual and pending or expected), blockades, embargoes, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism. The time for Morris' relocation performance will be extended for a period equivalent to the period of delay caused by a Force Majeure Event.

12.2 Relocation Costs. The County shall reimburse Morris the Relocation Costs. The Relocation Costs shall be billed to the County by Morris as each task is completed as described in **Exhibit "D"** attached hereto. Upon receipt of an invoice, the County shall pay Morris within twenty (20) business days; however, Relocation Costs expended by Morris prior to Closing shall be credited in favor of Morris against the Purchase Price, and the Closing Statement shall reflect this credit against the Purchase Price. To the extent that the Purchase Price has not been satisfied at Closing with sufficient Relocation Costs credit to Morris, the Parties shall maintain after Closing a separate accounting of the Relocation Costs paid by Morris, and Morris shall continue to receive credit in favor of Morris against the remaining Purchase Price until sufficient Relocation Costs are expended by Morris to satisfy the Purchase Price.

12.3 Sections 10.3(b), 10.4(b), 12.1, 12.2, 12.3, 13.1, 15.1, and 16.1 through 16.16 shall survive Closing and shall not be merged in into the Special Warranty Deed.

ARTICLE XIII - ASSIGNMENT

13.1 The Parties may not assign any of their rights and obligations under the Agreement without the prior written consent of the Parties.

ARTICLE XIV - BROKERAGE COMMISSION

14.1 Brokers. The Parties hereby represent to each other that they have not discussed this Agreement or the subject matter thereof with any real estate broker, agent or salesman so as to create any legal right in any such broker, agent or salesman to claim a real estate commission or similar fee with respect to the transaction contemplated by this Agreement.

ARTICLE XV - NOTICES

15.1 All notices under this Agreement must be in writing and shall be sufficiently given (a) when transmitted via telecopy to the telecopy number set forth below or via e-mail at the addresses below, provided the sender of such facsimile or e-mail has reasonable evidence that the facsimile or e-mail was received by the addressee's machine on the date sent, in which case the notice shall be deemed delivered on the date of receipt by the addressee's machine, (b) the day following the day on which the same has been delivered prepaid to a national overnight courier service addressed as set forth below, or (c) the third business day following the day on which the same is sent by registered or certified mail, postage prepaid, addressed as set forth below or at such other addresses as are specified by written notice delivered in accordance herewith:

If to Seller:

Office of the County Coordinator
1 Courthouse Circle
Monticello, FL 32344
Attn: Parrish Barwick
Telephone: (850)342-0287
Facsimile: (850)997-6760
Email: pbarwick@jeffersoncountyfl.gov

With a copy to: Ard, Shirley and Rudolph, P.A.
207 West Park Ave., Suite B
Tallahassee, FL 32301
Attn: Scott M. Shirley, Esq.
Telephone: (850) 577-6500
Facsimile: (850) 577-6512
Email: sshirley@asrlegal.com

And

Bird Law Firm
PO Box 247
Monticello, FL 32345-0247
Attn: T. Buckingham Bird, Esq.
Telephone: (850) 997-3503
Facsimile: (850) 997-7109
Email: tbird@birdlawfl.com

To Purchaser: Morris Propane, LLC
735 E. Washington St.
Monticello, FL 32344
Attn: John Morris and Jo Morris
Telephone: (850) 997-2222
Facsimile: (850) _____
Email: [morispetroleum@embarqmail.com](mailto:morrispetroleum@embarqmail.com)

With a copy to: Stearns Weaver Miller
Highpoint Center
106 East College Ave., Suite 700
Tallahassee, Florida 32301
Attn: Reggie L. Bouthillier, Esq.
Telephone: (850) 329-4849
Facsimile: (850) 329-4861
Email: rbouthillier@stearnsweaver.com

ARTICLE XVI - MISCELLANEOUS

16.1 Rules of Construction. This Agreement shall be construed and interpreted under the laws of the State of Florida. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

16.2 Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and in

addition to all other rights, powers and remedies hereunder and those available at law or in equity. All such rights, powers and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude the future exercise of any or all other rights, powers and remedies granted hereunder or available at law or in equity, except as expressly provided herein.

16.3 Attorney Fees. In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, the prevailing party to such dispute, litigation, or other proceeding shall be entitled to recover reasonable attorney fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding from the non-prevailing party. The provisions of this Section 16.3 shall survive the Closing or termination of this Agreement.

16.4 No Waiver. Neither the failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any condition or right of termination granted by this Agreement to either Purchaser or Seller may be waived in writing by the party for whose benefit such condition or right was granted.

16.5 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties and not embodied herein or incorporated herein by reference shall be of any force or effect.

16.6 Waiver of Jury Trial. PURCHASER AND SELLER, JOINTLY AND SEVERALLY, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY

16.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

16.8 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

16.9 Right to Waive Conditions or Contingency. Either party may waive any of the terms and conditions of this Agreement made for its benefit provided such waiver is in writing and signed by the party waiving such term or condition.

16.10 Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or

unenforceable, at any time or to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.11 Time of Essence. Time is of the essence of this Agreement.

16.12 Business Day. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

16.13 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16.14 Relationship of the Parties; No Third Party Beneficiaries. Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, create a joint venture or partnership of any kind between the parties hereto. Nothing contained in this Agreement is intended to create any rights in third parties.

16.15 No Recording of Contract. Seller and Purchaser each agree not to place this Agreement of record.

16.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Agreement.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the respective date set forth below.

ATTEST:

SELLER:

, Clerk
Ex-Officio Clerk to the Board

JEFFERSON COUNTY, FLORIDA, a
political subdivision of the State of Florida

Date: _____

By: Betsy Barfield, Chair
Board of County Commissioners

Approved as to form and legality

T. Buckingham Bird, County Attorney

Date of Execution by Purchaser: _____

PURCHASER:

MORRIS PROPANE, LLC, a Florida limited liability company

By: _____

Name: John M. Morris

Title: _____

Exhibit "A"

Settlement Agreement and General Release

Exhibit "B"

Covenants

Exhibit "C"
Sketch of Property and Parent Parcel

Exhibit "D"

Form of Special Warranty Deed

PREPARED BY AND RETURN TO:

Parcel Identification No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made, executed and delivered this _____ day of _____, 2019, between **JEFFERSON COUNTY, FLORIDA**, a subdivision of the State of Florida (**"Grantor"**), whose address is 1 Courthouse Circle, Monticello, FL 32344, and **MORRIS PROPANE, LLC**, a Florida limited liability company (**"Grantee"**), whose address is 735 E. Washington Street, Tallahassee, Florida 32344.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of entities)

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee forever, all that certain land situate, lying and being in Jefferson County, Florida, and more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Land**").

TOGETHER with all of Grantor's right, title and interest in and to all easements, rights, tenements, hereditaments and appurtenances belonging or in any way appertaining to the Land (collectively, the "**Property**"), subject to the following permitted exceptions described in **Exhibit "B"** attached hereto (the "**Permitted Exceptions**"):

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor does hereby covenant that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims and demands of all persons claiming through or under Grantor but none other; and that

the Property is free and clear of all title exceptions except for Permitted Exceptions; provided reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its duly authorized representative the day and year first above written.

Signed, sealed and delivered
in the presence of:

“GRANTOR”

JEFFERSON COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____

By: Betsy Barfield, Chair
Board of County Commissioners

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of the County. He/She (*check one*) is personally known to me, or has produced a valid driver’s license as identification.

Print Name: _____
Notary Public
My Commission Expires: _____
Commission Number: _____

Exhibit "A" to Special Warranty Deed

Legal Description

Exhibit "B" to Special Warranty Deed

Permitted Exceptions

Exhibit "E"

Relocation Costs

EXHIBIT “E”

RELOCATION COSTS¹

	Description of Relocation Action Items	Projected Costs²	Notes
1.	Dismantling the existing plant and reconstructing at Industrial Park lot	\$ 50,000.00	This scope of work includes, but is not limited to: <ul style="list-style-type: none">• Labor and equipment (including crane) to dismantle one 18,000 gallon tank, piping, electrical, associated fittings, and flaring off of tank to prepare for transport, and transport of one 18,000 gallon propane tank and one 30,000 gallon propane tank to new lot.• Rebuild one 18,000 gallon tank, piping, guard rail, bulkhead, and associated fittings required by code, using existing parts where possible at new lot.
2.	Fencing for Industrial Park lot	\$ 11,000.00	
3.	Electrical Service to Industrial Park lot	\$ 7,500.00	<ul style="list-style-type: none">• County to confirm if already available to lot. Ken Metcalf to contact Parrish Barwick at 850.342.0287 to discuss.
4.	Wastewater/potable water to Industrial Park lot	Already paid by County and County will provide credit at no charge to Morris	<ul style="list-style-type: none">• Parrish Barwick confirmed the County has front-ended the required payments to the City for the entire Industrial Park. The City will extend services to Morris lot at no cost to Morris. A fire hydrant should be located in close proximity to Morris lot.

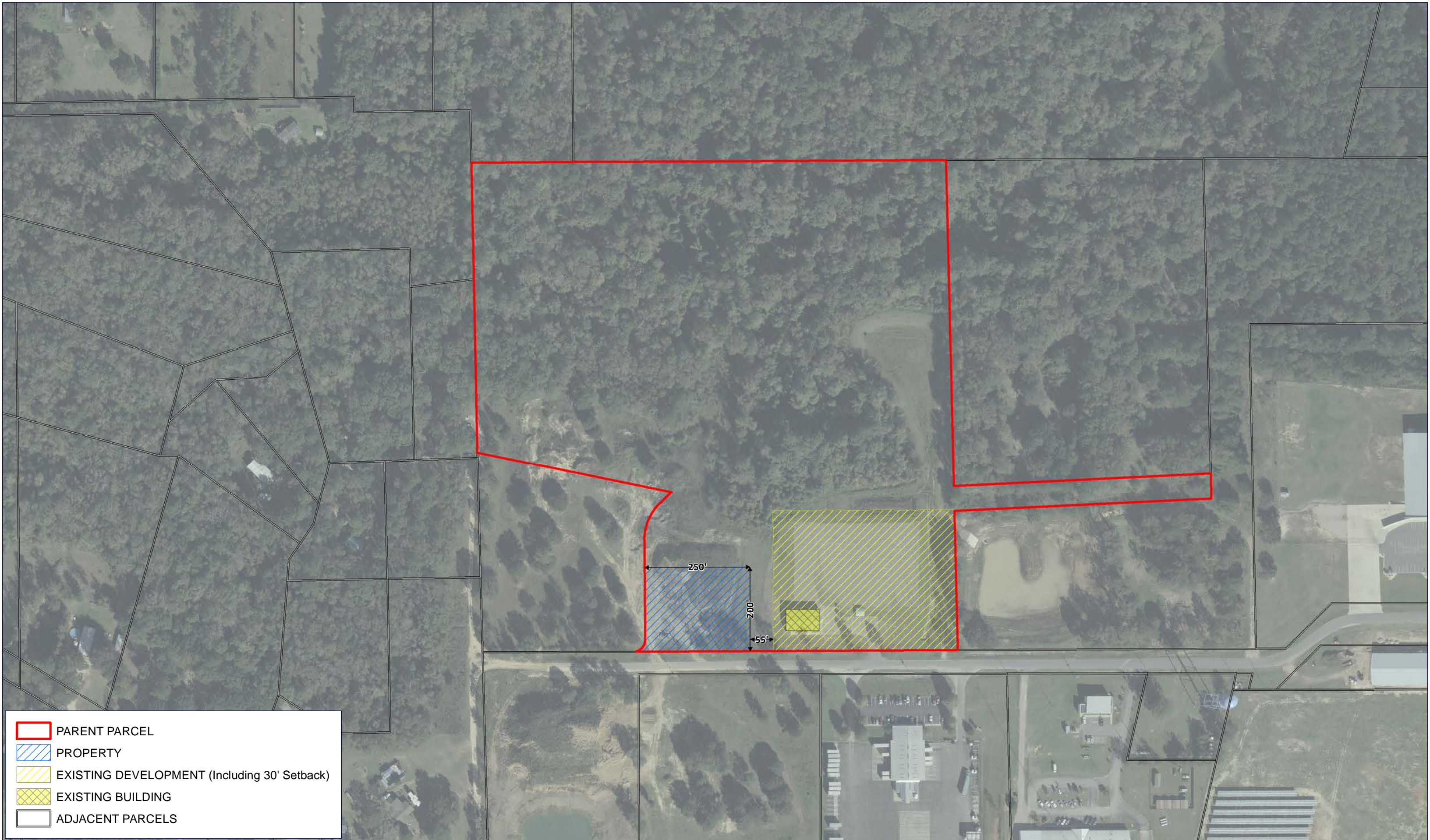
¹ Jefferson County is paying for the relocation costs as described herein to relocate Morris’ propane facility to a proposed new lot within the County’s Industrial Park which lot will be created by the County consistent with its lot partition requirements in the location generally depicted on **Attachment “1.”**

² The projected costs are preliminary and will be confirmed through future private bids by Morris at which time this summary will be revised after receipt of final bids. Final bids should confirm the time in which the bids will remain valid.

5.	Site Preparation	\$ 10,000.00 or County conducts work consistent with approved minor development order plan and building construction permit	<ul style="list-style-type: none"> This includes clearing, grading, stabilization, and rocks for entrance and parking areas to make the site pad-ready for Morris business operations. Parrish Barwick confirmed the County can conduct the foregoing work and that concrete apron will not be required for entrance.
6.	Permitting	\$ 8,500.00 ³	<ul style="list-style-type: none"> County confirmed that only four County authorizations are required and no public notice is required (including no notice to neighbors): <ol style="list-style-type: none"> 1. Subdivision lot split; 2. Minor Development Order; 3. Demolition Permit; and 4. Building Construction Permit. <p>Wallace Bullock confirmed the building permit will require a construction plan signed and sealed by an engineer or architect.</p>
7.	Stormwater	TBD	<ul style="list-style-type: none"> Parrish Barwick confirmed the Industrial Park has an approved/permitted stormwater management system with sufficient capacity to accommodate stormwater from proposed Morris lot. County to provide permit and confirm actions and costs, and pay costs, or perform work associated with connecting the system.
8.	Covenants and Restrictions for Industrial Park (see Attachment “2”)	-N/A-	<ul style="list-style-type: none"> County confirmed approval of use under the Covenants and Restrictions for Jefferson County Industrial Park occurs as part of

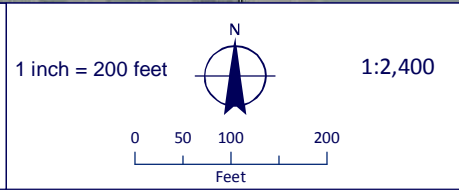
³ Jefferson County will be responsible for finalizing creation of the lot, including survey, at its expense. The \$8,500 is an estimate; however, the County shall pay for the fees and expenses associated with Morris obtaining required permits, and the County will waive or pay for the application fees.

			lot conveyances.
9.	Environmental Phase I	TBD	<ul style="list-style-type: none"> • County to confirm and provide copy of most recent report and pay costs to update for newly created lot.
10.	Closing Costs	TBD	<ul style="list-style-type: none"> • County to pay all closing costs associated with the conveyance of the new lot to Morris, including title insurance and recording fees.



- PARENT PARCEL
- PROPERTY
- EXISTING DEVELOPMENT (Including 30' Setback)
- EXISTING BUILDING
- ADJACENT PARCELS

TITLE:
Exhibit "C"
PROPOSED 1.15 AC MORRIS LOT



PROJECT:
Morris Propane
 Jefferson County, Florida

STEARNS WEAVER MILLER

MAP DATE: Mar-06-2019 BY: CP Smith

EXHIBIT "B"

COVENANTS AND RESTRICTIONS FOR JEFFERSON COUNTY INDUSTRIAL PARK

WHEREAS, Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as "County"), is the owner of certain real property located wholly within the geographical limits of the County and which property is intended to be developed and used as an industrial park;

WHEREAS, the County desires to place certain covenants and restrictions on the property and thereby restrict the future use and development thereof for a period of time as hereinafter set forth; and

WHEREAS, the County intends to give notice to all persons and parties of these covenants and restrictions by recording them in the public records of the County;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the County, for itself and its grantees, successors and assigns, does hereby restrict the use, as hereinafter provided, of the property, and does hereby place upon the property the following covenants and restrictions to run with the title to same, and the grantee or grantees in any deed conveying any lot or lots, parcels or tracts, within the property or any portions thereof, and all other persons or parties acquiring title in any manner shall be deemed, by acceptance of such deed, deeds or title, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as hereinafter set forth, to-wit:

1. **PRIMARY INTENDED USE.** Property shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial offices purposes only. Retail sales of merchandise or services shall not be permitted except where incidental to the primary use.

2. **PROHIBITED USES.** The following uses are specifically prohibited:

Residential;

Commercial incineration;

Junk and salvage yards, auto wrecking;

Trash and garbage dump sites;

Outside storage unless screened by walls, fences or landscaping as may be adequate to screen stored materials and equipment from general view. Front setback area shall not be used for storage of materials. Further, large trucks, mobile homes, campers, vans, trailers or boats shall not be stored on the property for long term periods.

Manufacture of explosives;

Meat packing/processing plants, stock and slaughter yards, rendering plants;

Pulp and paper mills;

Fertilizer and food plants and fertilizer mixing establishments;

Foundries;
Mining and fill removal;
Any other uses not in conformity with the primary intended use set forth above, unless specifically approved by the County;

The County reserves the right, in its sole discretion, to prohibit any use of the property that may cause objectionable noise, vibration, odor or environmental site pollution.

3. REQUIRED CONDITIONS. The buildings or uses permitted on the property shall comply with the following conditions:

Setbacks - 20 feet of right-of-way of public street or any property line. For setback purposes, construction on 2 or more lots shall be treated as 1 lot.

Minimum Lot Width – Each lot shall have a minimum lot width of 150 feet measured along the front setback line.

Maximum Building Coverage – The total first-floor area of all structures shall not exceed 80% of the total lot area.

Landscaping – Owner or lessee shall landscape that portion of the property between the structures and the property line of abutting streets and shall remove debris and other unsightly materials from the remainder of the property. Owner or lessee shall maintain said landscaping in a safe, clean and attractive condition. No trash or debris shall be permitted to exist on any portion of the property and owner or lessee shall be responsible for maintaining their portion of the property and buildings in an attractive condition at all times.

Off-Street Parking – No parking or loading shall be permitted on any *public* street or road, or at any place other than paved parking or loading areas in accordance with Jefferson County Land Development Regulations.

4. CONSTRUCTION AND APPEARANCE. All buildings shall conform to applicable building codes and standards and health and zoning regulations. In addition, the following standards shall apply:

All exterior walls shall be of masonry or metal construction or of such other materials as may be considered by the County to be of similar strength, fire resistance, durability and appearance. Additionally, facades facing the street and/or entrance side of the structure shall be finished with face brick, stucco, granite or other durable materials which shall provide an aesthetically attractive facade.

Walls or fences shall be compatible with the décor of the building

No accessory or temporary buildings shall be permitted without written approval by the County Building Department.

All garbage containers, oil tanks, bottled gas tanks, if above ground, must be screened by walls, fences and/or landscaping as may be adequate to screen such items from view from areas outside of the lot boundaries.

No owner or lessee shall allow anything to be done on the property which constitutes a public or private nuisance.

5. PERFORMANCE STANDARDS.

All activities shall be conducted only in structures which conform to the standards of the National Fire Protection Association concerning a plant operation, storage of explosive raw materials, fuels, liquids and finished products.

There shall be no excessive emission of smoke, fumes, gases, dust, noise or odors. In any event, all activities creating such emissions shall comply with all applicable local, state and federal environmental laws, rules and regulations.

The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall comply with all applicable local, state and federal health and environmental laws, rules and regulations. No onsite disposal of liquid or solid waste shall be permitted on the property.

No onsite wells or septic systems shall be allowed on the property, except with the prior written consent of the County. All uses on the property shall be required to connect to and utilize available public utilities and pay the cost thereof.

All plans for natural drainage and surface water run-off must be approved by the County and other applicable local and state governing bodies.

6. SIGNAGE. Each separate lot may have 1 free-standing sign which is an accessory to the business conducted on the premises. Said sign shall be in conformance with the County's existing sign regulations. Additionally, each tenant conducting business within the Industrial Park shall utilize panels in the County's illuminated sign at the entrance to the park and shall coordinate the design and installation of said panel with the County Building Department. The cost of design and installation of the tenant panel shall be borne by the tenant.

7. APPROVAL OF PLANS AND SPECIFICATIONS. Plans and specifications for all construction projects shall be subject to approval by the County Building Department.

8. OPTION TO RE-PURCHASE. All conveyances by the County of any portion of the property shall be subject to the County's option to re-purchase if, by no later than 24 months from the recording of the deed of conveyance, a facility is not constructed and the operation of a business has not commenced. The consideration for said re-purchase shall

be the original purchase price, regardless of appreciated value. The County may, in its sole discretion, extend the construction period to a date not later than 36 months from the date of recording of the deed of conveyance. A written request for such extension must be made at least 60 days prior to expiration of the initial 24-month period.

9. UTILITY EASEMENTS. All conveyances by the County shall be subject to a perpetual easement for utilities, in favor of the County and its successors and assigns, on that portion of the property described in a deed of conveyance which is within 20 feet from every perimeter property line. The rights under said utility easement shall include the right (1) to install, replace, construct, re-construct, repair, maintain and operate any object or thing necessary for the conducting and maintaining of utilities on, above, under, through and across said easement; (2) to cut, trim, spray and otherwise control the growth of all trees, shrubbery and plant life located on the easement; (3) of ingress and egress across the easement; and (4) to license, permit or otherwise agree to the use of the easement by any other persons or entities for these purposes.

10. SUBDIVISION AND PARTITION RESTRICTIONS. Subsequent partition and/or conveyance of any parcel is prohibited, except by written consent of the County.

11. ENFORCEMENT. These covenants and restrictions shall be enforced as provided by the Land Development Code of Jefferson County, Florida.

12. AMENDMENT/TERMINATION. These covenants and restrictions may only be amended by the County.