



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:

August 15, 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) BOCC Minutes 6.6 & 20.2019/7.18.2019/8.1.2019 – Reg. Board. Mtg.
- c) General Fund / Transportation Vouchers For Approval: 8.15.2019
- d) Aucilla Research Institute Grant Support Letter

4. GENERAL BUSINESS:

- a) Duke Bike Trail – S. Shirley
- b) Legal Services Proposal – NextEra/Gulf Power Connection Project – Staff
- c) Morris Petroleum Resolution for Sale Property in the Industrial Park
- d) Off System Bridge Project Agreement, County Road 259 Over SCL Railroad
- e) Off System Bridge Project Right of Way Resolution with Item C.
- f) Thompson Station Proposed Lease – Leo Russell
- g) Memorandum of Agreement Dept. of Emergency Management – DEM/Barwick

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

6. CLERK OF COURTS –

7. COUNTY COORDINATOR –

Road Department – Reports and Activity

8. COUNTY ATTORNEY :

9. COUNTY 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

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

**Regular Session
Courthouse Annex
June 6, 2019
6:00 P.M.**

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting order and led the invocation and pledge of allegiance.
2. Several members of the Aucilla Christian Academy softball team addressed the Board about their upcoming rodeo fundraiser to be held on June 7th and 8th at 8 pm each night.
3. Fire Rescue Chief Derrick Burrus informed the Board that due to much needed rain, the heightened fire danger alert has been lifted.
4. PUBLIC HEARING: Major Development and Special Exception Site Plan
5. Planning Official Shannon Metty discussed the major development and special exception site plan for the medical marijuana agricultural growing facility. Mrs. Metty addressed the changes to the site plan and stated it still adhered to the county's planning codes/policies. It was her recommendation that the Board approve the site plan. Engineer Sean Marsten with Urban Catalyst Consultants greeted the Board and stated he was present for any questions that might arise. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved the amended site plan.**
6. **On motion Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; and BOCC Minutes for 5/2/2019 and 5/16/2019 Regular Sessions.**
7. Jay Adams, on behalf of the Opera House, stated that in order for the Opera House to be considered for certain grants, the opera house would need to be designated as the Official Local Arts Agency. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board designated the opera house as the official local arts agency.**
8. Fire Rescue Chief Derrick Burrus addressed the Board regarding the Jefferson County EMS Client write-off report. He noted that the amount included in the packet was incorrectly stated and the correct write-off amount for 2012-2017 is \$368,901.22. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the write off amount.**
9. Clerk of Court Kirk Reams introduced the Lake Road SCOP agreement and resolution item. **On motion by Commissioner Walker, seconded by Commissioner Hall and unanimously carried, the Board approved the SCOP agreement and resolution no. 2019-060619-01.**
10. Citizen Paul Henry inquired as to why several county phone bills exceeded \$5,000, to which County Coordinator Parrish Barwick stated he would look into the issue.

11. Clerk of Court Kirk Reams discussed that the tax rolls were going to be finished a week earlier than usual this year and that his office would begin working on the 2019/2020 budget worksheets with the goal of getting them to the County Coordinator and Constitutional Offices in the next few weeks.
12. County Coordinator Parrish Barwick introduced the surplus property item regarding the 1999 Chevy Blazer. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved declaring this item surplus.**
13. Citizen Bud Wheeler expressed concerns about the maintenance of his road.
14. Attorney David Marsey, who represents the County in the Reams versus Jefferson County case, gave an overview of this issue and recommended that the Board agree to the proposed settlement of \$88,500. **On motion by Commissioner Surles, seconded by Commissioner Walker and carried 4 to 1 (Barfield opposed), the Board approved the settlement.**
15. County Attorney Scott Shirley gave an overview of the Morris Propane issue and proposed settlement. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved the settlement.**
16. County Attorney Buck Bird requested formal approval on a resolution for the deed to the land at the Industrial Park for David Collins. **On motion by Commissioner Walker, seconded by JT Surles and unanimously carried, the Board approved moving forward with a resolution.**
17. Commissioner Walker expressed the displeasure of several constituents with the Gulf Power project.
18. Commissioner Fulford stated he was moving forward with a timber company to clear land at the industrial park to utilize any money made for development of these sites for future businesses.
19. Commissioner Hall noted that building permits were up this year. He also stated that spring activities at the Rec Park seemed to be a real success this year.
20. Chair Barfield stated the Hurricane Irma reimbursements could be forthcoming in the next few months.
21. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.**

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

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
Regular Session
Courthouse Annex
June 20, 2019
6:00 P.M.

The Board met this date in regular session. Present were Vice Chair JT Surles, Commissioners Stephen Fulford, Eugene Hall and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Vice Chair JT Surles called the meeting order. Commissioner Gene Hall led the invocation and pledge of allegiance.
2. **On motion Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; and BOCC Minutes for the 6/6/2019 Regular Session.**
3. County Attorney Scott Shirley discussed the Thompson Gas Station property on US-19 north. He requested a vote on the site access agreement with the Department of Environmental Protection. **On motion by Commissioner Walker, seconded by Commissioner Fulford and carried 3 to 1 (Hall opposed), the Board approved moving forward with the site access agreement with DEP.**
4. Clerk of Court Kirk Reams introduced the SCRAP bid award for River Road. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board approved CW Roberts as low bidder for the project for \$101,347.**
5. County Coordinator Parrish Barwick presented the non-profit grant application for the Jefferson County Teen Summer Camp project for \$2,000. **On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the grant application was approved.**
6. Citizen Keith Cook addressed the Board and inquired if they still desired his assistance on the gun range project. The Board informed Mr. Cook that they were still exploring site locations and were working with Beau Turner to assist in finding an amenable site for the gun range.
7. Clerk of Court Kirk Reams informed the Board of court closures on Friday, July 5th. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Board approved the closure of county offices on Friday, July 5th.**
8. County Coordinator Parrish Barwick discussed projects and activities at the Road Department.
9. County Attorney Scott Shirley stated he had sent an email to Jamie Boland regarding an appraisal on the land at the Wacissa River. He stated he would be coming back to the Board at a future meeting to discuss.
10. Commissioner Hall inquired as to whether the Board had pledged any funds towards the 4th of July fireworks show. Clerk of Court Finance Director Charles Culp stated that the Board had paid \$5,000.

11. Commissioner Fulford informed the Board that another business is potentially interested in moving into the Industrial Park. He stated additional information would be forthcoming.
12. **On motion by Commissioner Fulford, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.**

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

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Regular Session
Courthouse Annex
July 18, 2019
6:00 P.M.

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surles and Stephen Walker. Also present were County Attorney Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting order. Commissioner Stephen Walker led the invocation and pledge of allegiance.
2. Isaac Nicholson, the east coast Director of Keep America Beautiful, introduced himself to the Board and explained that Keep America Beautiful works to end littering. Mary Jean Yawn, the Florida Director of Keep America Beautiful, also addressed the Board and expressed her excitement to have Jefferson County involved, with Katrina Richardson as the County contact.
3. **PUBLIC HEARING: Special Exception Site Plan for Wedding/Event Venue**
4. Planning Official Shannon Metty introduced the special exception site plan and stated that the plan met all of the requirements and there were no issues. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved the special exception for the site plan.**
5. **On motion Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; BOCC Minutes for the 6/6/2019 Regular Session; Supervisor of Elections Reimbursable Grant for Cyber Security (\$25,453); and Mosquito Control Annual Budget Approval – County Match \$35,000.**
6. Commissioner Walker introduced the Next Era Transmission Line Route item. He stated his desire to draft a resolution proposing an alternative route. The following people spoke in favor of Commissioner Walker drafting a resolution: Debbie Brock; Ellyn Hutson; Angela Scott; Paul Henry; Pastor Stefon McBride; Melinda Ross; David Sanders; Alice Raker; Greta Case; Gentry Roberts; Attorney Gino Rossetti; Phil Calandra; and Joe Davis. **On motion by Commissioner Surles, seconded by Commissioner Fulford and unanimously carried, the Board voted to draft a resolution proposing an alternate route.**
7. Chair Barfield introduced the 2020 session legislative priorities item. It was the consensus of the Board to bring priorities back to the next meeting.
8. Chair Barfield presented the RESTORE Pot 3 Contract Amendment with Langton & Associates. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved a new RFP for the planning portion of this contract.**
9. Clerk of Court Kirk Reams introduced the SCRAP/SCOP projects requested by the Department of Transportation. He noted these were additional projects requested as a result of recent legislation related to Hurricane Michael. Boland Cemetery Road and Turney Anderson Road were the SCRAP recommendations; Boston Highway Phase I and Ashville Highway Phase I were the SCOP recommendations. **On motion by Commissioner Walker,**

seconded by Commissioner Surles and unanimously carried, the Board approved the recommendations as presented.

10. County Coordinator Parrish Barwick introduced the FDOT closure of Bridge #544061 on County Road 257, South Salt Road over the Aucilla River. A quote was received to repair the problems, but it is cost prohibitive for the County. Other alternatives are currently being pursued.
11. County Coordinator Parrish Barwick introduced county appointments to North Florida Economic Development and FDOT Toll Road Task Force. On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, Commissioner Hall was re-appointed to the North Florida Economic Development Council, with Planning Official Shannon Metty as the alternate. On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, Chair Barfield was appointed to the FDOT Toll Road Task Force, with Clerk of Court Kirk Reams as the alternate.
12. Citizen Paul Henry thanked Clerk of Court Kirk Reams and his staff for the information on the check register being easy to read and understand.
13. Citizen Phil Calandra inquired as to where legal settlement funds for Clerk Reams were paid, to which County Coordinator Barwick responded contingency.
14. Citizen Leo Russell expressed interest in leasing the Thompson gas station on North US-19 for his mobile detail business. The Board advised Mr. Russell to get with County Coordinator Barwick to draft a lease agreement, including the amount, for the Board's review.
15. Clerk of Court Kirk Reams stated the A Building plans to complete the project were approximately 95% finished.
16. Clerk of Court Reams also stated that every six years, the Board had to re-new its gas tax ordinances. He stated he was in the process of compiling this information and would bring to a future meeting.
17. Clerk of Court Reams distributed a budget schedule for County Fiscal Year 19/20. He stated he would also be advertising this schedule in the Monticello News.
18. County Coordinator Parrish Barwick provided a schedule of Road Department activities and welcomed any questions from the Board and/or public.
19. County Coordinator Barwick introduced the gun range issue. It was the consensus of the Board to attempt to find a site that would satisfy all parties.
20. County Coordinator Barwick discussed the recalled home on 4th Avenue (the "Yeager house"). He stated the house was nearing completion, with the exception of the flooring and the punch list. **On motion by Commissioner Surles, seconded by Commissioner Fulford and unanimously carried, the Board voted to finish the punch list if the property is purchased by a SHIP participant and to sell the property "as-is" if purchased by a non-SHIP participant.**
21. County Attorney Scott Shirley presented the Board with the petroleum remediation proposal for the old Thompson gas station on North US-19. The total cost of proposed phase is approximately \$120,000, of which the County would be responsible for 25%. He further

stated that more meetings would be held with DEP prior to any final proposal brought to the Board.

22. Commissioner Fulford discussed potential for a new project on 2 acres at the Industrial Park. He stated he would bring more information to a future meeting.
23. Commissioner Hall and Chair Barfield each discussed their recent visit to the National Association of Counties (NACo) conference held in Las Vegas, Nevada.
24. **On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the meeting was adjourned.**

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

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Regular Session
Courthouse Annex
August 1, 2019
6:00 P.M.

The Board met this date in regular session. Present were Chair Betsy Barfield, Commissioners Stephen Fulford, Eugene Hall, J.T. Surles and Stephen Walker. Also present were County Attorneys Buck Bird and Scott Shirley, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

1. Chair Barfield called the meeting order. County Coordinator Parrish Barwick led the invocation and pledge of allegiance.
2. **PUBLIC HEARING: RENEWAL OF TWO PROPOSED ORDINANCES**
3. Clerk of Court Kirk Reams introduced the two ordinances that need to be renewed. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved ordinance no. 2019-080119-01, renewing the two-cent local option gas tax. On motion by Commissioner Hall, seconded by Commissioner Surles and unanimously carried, the Board approved ordinance no. 2019-080119-02, which was an ordinance amending ordinance 01-02.**
4. Sarah Hibbard with the Apalachee Regional Planning Council (ARPC) gave a presentation on GIS mapping for Jefferson County.
5. **On motion by Commissioner Surles, seconded by Commissioner Walker and unanimously carried, the Board approved the Consent Agenda consisting of: Approval of Agenda; General Fund/Transportation Vouchers; and Debt Service/Bond Vouchers.**
6. Brittany Bishop, with Little Pines Pediatrics, addressed the Board and requested a letter of support to Capital Health Plan to recognize Little Pines Pediatrics as one of their providers. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the letter of support.**
7. County Coordinator Parrish Barwick introduced the resolution of support for the City of Monticello's infrastructure grant. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the resolution of support (resolution no. 2019-08012019-01).**
8. County Coordinator Barwick presented an annual SHIP closeout report for 2016-2017 and the interim reports for 2017-2018 and 2018-2019. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the Board approved the closeout reports.**
9. Citizen Jacqueline Seabrooks asked if Board minutes were posted on the website, to which Clerk of Court Kirk Reams responded in the affirmative.
10. County Coordinator Barwick stated he had included a report on the Road Department's activities.
11. County Coordinator Barwick stated it was his understanding that the Tyson Road site was not a viable location for the proposed gun range. He stated other possible sites would be vetted and presented for discussion at a future meeting.

12. County Coordinator Barwick provided an update on the 4th Avenue home (the Yeager House). He stated that per his conversation with Jay Mosley of GSG, the house does not have to be purchased by a SHIP applicant.
13. County Attorney Scott Shirley addressed the Board regarding two properties owned by the County that are occupied. He said he would bring a plan to a future meeting on how the county could take possession of the properties.
14. County Attorney Shirley stated he was in the process of putting together an RFP for attorneys to represent county to fight the Next Era power line project. Commissioner Surles stated he would like to see Attorney David Collins added to the RFP list.
15. Chair Barfield inquired about public comment on the proposed FDOT toll road. It was the consensus of the Board to wait for public comment until more information about the project was available.
16. **On motion by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, the meeting was adjourned.**

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

Betsy Barfield, Chair

ATTEST:

Kirk Reams, Clerk of Court

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Advanced Business System	08/15/2019	-	338297	07/19/2019	VR	22081519-123	Mtr#70301	49.13	.00
		CHECK TO VENDOR==>VENDOR		ADVBUSIN		Advanced Business Systems	TOTALS	49.13	.00
Animal Medical Clinic*	08/15/2019	-	300853	07/22/2019	VR	01081519-069	#4512 Meds/Products	46.18	.00
Animal Medical Clinic*	08/15/2019	-	301145	07/29/2019	VR	01081519-070	#4512 T.K.X.	112.00	.00
Animal Medical Clinic*	08/15/2019	-	301145	07/29/2019	VR	01081519-071	#4512 Vet Services	135.00	.00
		CHECK TO VENDOR==>VENDOR		ANIMALCL		Animal Medical Clinic*	TOTALS	293.18	.00
Apalachee Center	08/15/2019	-	681910	08/07/2019	VR	01081519-159	JeffCntyBaker-MarchmanAct	2649.79	.00
Apalachee Center	08/15/2019	-	681910	08/07/2019	VR	01081519-160	JeffCntyBaker-MarchmanAct	616.88	.00
		CHECK TO VENDOR==>VENDOR		APAMENHE		Apalachee Center	TOTALS	3266.67	.00
Ard, Shirley & Rudolph,P	08/15/2019	-	12122	07/31/2019	VR	01081519-051	#2-101.1 Overage 07/19	12850.50	.00
		CHECK TO VENDOR==>VENDOR		ARDSHIRL		Ard, Shirley & Rudolph,PA	TOTALS	12850.50	.00
Arrow International, Inc	08/15/2019	-	01494728	07/24/2019	VR	28081519-157	#1094532 PowDriverVascula	49.45	.00
		CHECK TO VENDOR==>VENDOR		ARROW		Arrow International, Inc.	TOTALS	49.45	.00
Aucilla Christian Academ	08/15/2019	-	100	07/15/2019	VR	01081519-031	Rec Dept-Half Page Ad	60.00	.00
		CHECK TO VENDOR==>VENDOR		AUCILLA		Aucilla Christian Academy	TOTALS	60.00	.00
B & B Sporting Goods	08/15/2019	-	38246	04/20/2019	VR	01081519-014	T-Shirts	85.00	.00
B & B Sporting Goods	08/15/2019	-	38250	04/17/2019	VR	01081519-012	T-Shirts,Pants,Socks	2853.50	.00
B & B Sporting Goods	08/15/2019	-	38611	02/01/2019	VR	01081519-009	Soccer T-Shirts	195.00	.00
B & B Sporting Goods	08/15/2019	-	38738	03/20/2019	VR	01081519-010	T-Shirts	168.00	.00
B & B Sporting Goods	08/15/2019	-	38739	03/20/2019	VR	01081519-011	Soccer T-Shirts	131.00	.00
B & B Sporting Goods	08/15/2019	-	38836	04/18/2019	VR	01081519-013	T-Shirts	16.00	.00
B & B Sporting Goods	08/15/2019	-	38845	04/22/2019	VR	01081519-015	T-Shirts	38.00	.00
B & B Sporting Goods	08/15/2019	-	38980	04/30/2019	VR	01081519-016	T-Shirt,Pant,Socks,Cap	30.50	.00
B & B Sporting Goods	08/15/2019	-	38990	05/23/2019	VR	01081519-017	Baseballs	84.00	.00
B & B Sporting Goods	08/15/2019	-	39016	06/07/2019	VR	01081519-018	Softballs	350.00	.00
		CHECK TO VENDOR==>VENDOR		B&BSPORT		B & B Sporting Goods	TOTALS	3951.00	.00
Big Bend Tire	08/15/2019	-	22936	07/09/2019	VR	22081519-105	SolidWaste-TireRepair	90.00	.00
Big Bend Tire	08/15/2019	-	22943	07/09/2019	VR	28081519-152	FireRescue-TireRepair	20.00	.00
Big Bend Tire	08/15/2019	-	22948	07/09/2019	VR	01081519-020	Tire	187.14	.00
Big Bend Tire	08/15/2019	-	23001	07/11/2019	VR	22081519-106	SolidWaste-Alternator	403.39	.00
Big Bend Tire	08/15/2019	-	25871	07/29/2019	VR	28081519-153	FireRescue-Oil Change	199.00	.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 BIGBENTI Big Bend Tire	TOTALS	899.53 .00
Big Bend-Eubanks Termite	08/15/2019	-	220875	07/05/2019	VR 01081519-008	Act#10437 Quarterly Svc	150.00	.00
						CHECK TO VENDOR==>VENDOR BIGBTERM Big Bend-Eubanks Termite	TOTALS	150.00 .00
Oliver Bradley	08/15/2019	-	92920719	07/31/2019	VR 01081519-039	VA Travel 07/19	220.72	.00
						CHECK TO VENDOR==>VENDOR BRADLEYO Oliver Bradley	TOTALS	220.72 .00
Capital Truck, Inc.	08/15/2019	-	42395	07/23/2019	VR 22081519-137	#70224 OilChange,Filters	443.08	.00
						CHECK TO VENDOR==>VENDOR CAPTRUCK Capital Truck, Inc.	TOTALS	443.08 .00
CenturyLink	08/15/2019	-	00180719	07/17/2019	VR 01081519-091	Act#424520018	195.01	.00
CenturyLink	08/15/2019	-	17430719	07/23/2019	VR 01081519-038	Act#463021743	121.44	.00
CenturyLink	08/15/2019	-	24390719	07/17/2019	VR 01081519-003	Act#438952439	187.76	.00
CenturyLink	08/15/2019	-	37050719	07/17/2019	VR 19081519-142	Act#444093705	106.57	.00
CenturyLink	08/15/2019	-	37050719	07/17/2019	VR 28081519-141	Act#444093705	106.57	.00
						CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink	TOTALS	717.35 .00
City of Monticello	08/15/2019	-	01190619	06/27/2019	VR 01081519-032	Act#00020119	304.37	.00
City of Monticello	08/15/2019	-	01190719	07/25/2019	VR 01081519-033	Act#00020119	161.12	.00
City of Monticello	08/15/2019	-	01200719	07/25/2019	VR 22081519-129	Act#00020120	7.88	.00
City of Monticello	08/15/2019	-	02040719	07/25/2019	VR 22081519-130	Act#00050204	58.75	.00
City of Monticello	08/15/2019	-	02060719	07/25/2019	VR 22081519-131	Act#00050206	9.21	.00
						CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello	TOTALS	541.33 .00
CurtisMorganGarageInc	08/15/2019	-	13586	07/31/2019	VR 19081519-098	FireRescue-Diagnostic	139.57	.00
						CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc	TOTALS	139.57 .00
Logan Devane	08/15/2019	-	07231901	07/23/2019	VR 14081519-072	APCO Crisis Negotiations	45.00	.00
						CHECK TO VENDOR==>VENDOR DEVANELO Logan Devane	TOTALS	45.00 .00
Bill Downs	08/15/2019	-	07301901	07/30/2019	VR 01081519-034	Umpire Pay	420.00	.00
						CHECK TO VENDOR==>VENDOR DOWNSBIL Bill Downs	TOTALS	420.00 .00
Duke Energy	08/15/2019	-	22830719	07/31/2019	VR 19081519-139	Act#6872002283	7.95	.00
Duke Energy	08/15/2019	-	22830719	07/31/2019	VR 28081519-140	Act#6872002283	7.95	.00
Duke Energy	08/15/2019	-	35520719	07/31/2019	VR 01081519-047	Act#0392903552	323.52	.00
Duke Energy	08/15/2019	-	45190719	07/19/2019	VR 22081519-138	Act#0374194519	467.26	.00
Duke Energy	08/15/2019	-	82110719	07/31/2019	VR 01081519-048	Act#1554238211	9.40	.00
						CHECK TO VENDOR==>VENDOR DUKE Duke Energy	TOTALS	816.08 .00
Florida St Telephone Co.	08/15/2019	-	2022	08/01/2019	VR 01081519-054	Connect Telephone Line	142.50	.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 FLSTTELE Florida St Telephone Co. TOTALS							142.50	.00
Gulf Coast Lumber/Supply	08/15/2019	-	K59567	08/07/2019	VR 01081519-090	#300166 Keys	6.90	.00
Gulf Coast Lumber/Supply	08/15/2019	-	58023	07/09/2019	VR 01081519-021	#300166 Workshop Vise	125.97	.00
Gulf Coast Lumber/Supply	08/15/2019	-	58176	07/11/2019	VR 01081519-022	#300166 Battery,Blade,Key	35.48	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59015	07/27/2019	VR 28081519-158	#300168 Luggage Lock	7.34	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59243	07/31/2019	VR 22081519-126	#300166 Bath Tissue	71.40	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59324	08/01/2019	VR 22081519-103	#300166 Duct Tape	65.94	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59354	08/02/2019	VR 22081519-102	#300166 Keys	3.00	.00
CHECK TO VENDOR==>VENDOR GULFCOLU Gulf Coast Lumber/Supply* TOTALS							316.03	.00
Hampton Inn*	08/15/2019	-	07231901	07/23/2019	VR 14081519-077	Conf#95585870	785.00	.00
CHECK TO VENDOR==>VENDOR HAMPINNA Hampton Inn* TOTALS							785.00	.00
Homewood Suites	08/15/2019	-	07231901	07/23/2019	VR 14081519-074	Conf#8085850	174.00	.00
CHECK TO VENDOR==>VENDOR HOMEWOOD Homewood Suites TOTALS							174.00	.00
Howdys Rent A Toilet	08/15/2019	-	637626	08/02/2019	VR 01081519-050	#15916 Wacissa River Head	206.86	.00
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet TOTALS							206.86	.00
Jefferson Community Wate	08/15/2019	-	12000719	08/01/2019	VR 19081519-095	Act#0311200	39.07	.00
Jefferson Community Wate	08/15/2019	-	20000719	08/01/2019	VR 01081519-049	Act#0212000	38.79	.00
Jefferson Community Wate	08/15/2019	-	37000719	08/01/2019	VR 19081519-096	Act#0403700	38.50	.00
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS							116.36	.00
Jeff Cnty Sheriff's Offi	08/15/2019	-	07231901	07/23/2019	VR 14081519-075	APCO Crisis Negotiations	398.00	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS							398.00	.00
Jones Welding & Industri	08/15/2019	-	VM36649	07/18/2019	VR 28081519-156	#58675 Oxygen	97.06	.00
Jones Welding & Industri	08/15/2019	-	00551861	07/31/2019	VR 28081519-155	#58675 Cylinder Rental	391.83	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS							488.89	.00
Keaton Tire Repair	08/15/2019	-	784493	07/27/2019	VR 22081519-114	SolidWaste-Mount	75.00	.00
CHECK TO VENDOR==>VENDOR KEATONTI Keaton Tire Repair TOTALS							75.00	.00
Christie Lashley	08/15/2019	-	08021901	08/02/2019	VR 01081519-055	735 4th St-Pressure Wash	250.00	.00
Christie Lashley	08/15/2019	-	08021902	08/02/2019	VR 01081519-056	735 4th St-House Cleaning	400.00	.00
CHECK TO VENDOR==>VENDOR LASHLEYC Christie Lashley TOTALS							650.00	.00
Mobile Communications	08/15/2019	-	000922-1	07/12/2019	VR 28081519-154	#11102 Antenna	369.65	.00
Mobile Communications	08/15/2019	-	80029906	08/01/2019	VR 22081519-104	#2010686 GPS	293.30	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications								TOTALS	662.95	.00
Monticello Carquest Inc.	08/15/2019	-	38183515	04/24/2019	VR	19081519-093	Cust#262 Air Filter	31.23	.00	
Monticello Carquest Inc.	08/15/2019	-	38185232	05/18/2019	VR	28081519-147	Cust#262 Headlight	4.00	.00	
Monticello Carquest Inc.	08/15/2019	-	38186133	06/01/2019	VR	19081519-094	Cust#262 Ultra Synthetic	51.80	.00	
Monticello Carquest Inc.	08/15/2019	-	38187359	06/20/2019	VR	01081519-024	Cust#253 SparkPlug	2.29	.00	
Monticello Carquest Inc.	08/15/2019	-	38187420	06/21/2019	VR	01081519-025	Cust#253 Oil	5.70	.00	
Monticello Carquest Inc.	08/15/2019	-	38188241	07/02/2019	VR	01081519-026	Cust#253 Oil	99.54	.00	
Monticello Carquest Inc.	08/15/2019	-	38188794	07/11/2019	VR	01081519-027	Cust#253 Gas Can, WD40	16.70	.00	
Monticello Carquest Inc.	08/15/2019	-	38189035	07/15/2019	VR	01081519-028	Cust#253 TailLightAssmby	148.34	.00	
Monticello Carquest Inc.	08/15/2019	-	38189504	07/20/2019	VR	22081519-125	Cust#263 Towel,DrainConta	27.77	.00	
Monticello Carquest Inc.	08/15/2019	-	38189622	07/23/2019	VR	22081519-115	Cust#263 Trans Spin-On	21.85	.00	
Monticello Carquest Inc.	08/15/2019	-	38189628	07/23/2019	VR	22081519-128	Cust#263 Wrench	6.98	.00	
Monticello Carquest Inc.	08/15/2019	-	38189719	07/24/2019	VR	22081519-116	Cust#263 Hyd Fitting	7.73	.00	
Monticello Carquest Inc.	08/15/2019	-	38189815	07/25/2019	VR	22081519-117	Cust#263 Toggle Switch	4.74	.00	
Monticello Carquest Inc.	08/15/2019	-	38189863	07/25/2019	VR	01081519-029	Cust#253 Socket,MiniBulb	10.98	.00	
Monticello Carquest Inc.	08/15/2019	-	38189915	07/26/2019	VR	01081519-030	Cust#253 Oil	13.92	.00	
Monticello Carquest Inc.	08/15/2019	-	38189961	07/27/2019	VR	22081519-118	Cust#263 Hyd Hose-Bulk	31.91	.00	
Monticello Carquest Inc.	08/15/2019	-	38190155	07/30/2019	VR	22081519-119	Cust#263 Filter Cover	7.78	.00	
Monticello Carquest Inc.	08/15/2019	-	38190203	07/31/2019	VR	19081519-092	Cust#262 WireTerminal	17.18	.00	
Monticello Carquest Inc.	08/15/2019	-	38190257	07/31/2019	VR	22081519-108	Cust#263 Hyd Hose-Bulk	58.48	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.								TOTALS	568.92	.00
Monticello Milling Co.	08/15/2019	-	12663	08/01/2019	VR	01081519-068	Dog Food	84.00	.00	
CHECK TO VENDOR==>VENDOR MONTMIL Monticello Milling Co.								TOTALS	84.00	.00
Monticello News	08/15/2019	-	12862	07/03/2019	VR	01081519-006	Planning-Notice of Mtg	32.40	.00	
Monticello News	08/15/2019	-	12863	07/05/2019	VR	01081519-007	Planning-Notice of Mtg	32.40	.00	
Monticello News	08/15/2019	-	12887	07/10/2019	VR	22081519-099	SolidWaste-Classified	142.50	.00	
Monticello News	08/15/2019	-	12942	07/17/2019	VR	22081519-100	SolidWaste-Classified	142.50	.00	
Monticello News	08/15/2019	-	13042	07/31/2019	VR	22081519-101	SolidWst-ABC Back to Scho	30.00	.00	
CHECK TO VENDOR==>VENDOR MONTINEW Monticello News								TOTALS	379.80	.00
Morris Petroleum, Inc*	08/15/2019	-	LP706630	07/08/2019	VR	22081519-109	Solid Waste Fuel	24.38	.00	
Morris Petroleum, Inc*	08/15/2019	-	3378	07/12/2019	VR	22081519-110	Solid Waste Fuel	156.35	.00	
CHECK TO VENDOR==>VENDOR MORRISPE Morris Petroleum, Inc*								TOTALS	180.73	.00
Mowrey Elevator Co. of F	08/15/2019	-	612490	08/01/2019	VR	01081519-037	#600483 Monthly Billing	184.34	.00	
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL								TOTALS	184.34	.00
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-058	#12092603 Coffee,Battery	39.59	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-059	#12092603 Clock	19.99	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-060	#12092603 Cups, Sanitizer	31.55	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-061	#12092603 Coffee	23.98	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-062	#12092603 Stamp	29.99	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR	01081519-063	#12092603 CREDIT	-21.99	.00	

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR 01081519-064	#12092603 USB Cable,Adapt	58.99	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR 01081519-065	#12092603 Car Charger	11.99	.00	
Office Depot*	08/15/2019	-	12092603	07/31/2019	VR 01081519-066	#12092603 Coffee,Creamer	16.06	.00	
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	210.15	.00
O'Reilly Automotive, Inc	08/15/2019	-	5-381315	06/26/2019	VR 01081519-042	#336410	12.36	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-381390	06/26/2019	VR 01081519-043	#336410	-12.36	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-384640	07/23/2019	VR 22081519-122	#336410 Lock	39.98	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-384875	07/25/2019	VR 22081519-127	#336410 22ozBigChill	34.99	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-384879	07/25/2019	VR 22081519-121	#336410 Filter	13.28	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-385449	07/29/2019	VR 01081519-041	#336410 Fuel Pump	53.18	.00	
O'Reilly Automotive, Inc	08/15/2019	-	5-386256	08/04/2019	VR 28081519-148	#336410 Capsule	9.52	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	150.95	.00
Physio-Control, Inc.	08/15/2019	-	41904534	07/22/2019	VR 28081519-151	#563701 Annual Maint	5400.00	.00	
CHECK TO VENDOR==>VENDOR PHYSIOCO Physio-Control, Inc.							TOTALS	5400.00	.00
Piggly Wiggly	08/15/2019	-	3859	07/19/2019	VR 22081519-124	Act#105 Coffee,Sugar,Crmr	23.41	.00	
Piggly Wiggly	08/15/2019	-	3865	07/31/2019	VR 19081519-143	Act#103 Coffee,Crmr,Clnr	59.76	.00	
Piggly Wiggly	08/15/2019	-	3865	07/31/2019	VR 28081519-144	Act#103 Coffee,Crmr,Clnr	59.76	.00	
CHECK TO VENDOR==>VENDOR PIGGLYWI Piggly Wiggly							TOTALS	142.93	.00
Plantation Propane, Inc.	08/15/2019	-	93967	07/08/2019	VR 22081519-111	SolWast-Cylinder Rack	150.00	.00	
CHECK TO VENDOR==>VENDOR PLANTATI Plantation Propane, Inc.							TOTALS	150.00	.00
Jeffrey Prevatt	08/15/2019	-	07301901	07/30/2019	VR 01081519-035	Umpire Pay	175.00	.00	
CHECK TO VENDOR==>VENDOR PREVATTJ Jeffrey Prevatt							TOTALS	175.00	.00
Jefferson Co. Road Dept.	08/15/2019	-	06301909	07/02/2019	VR 01081519-023	Recreation Fuel	516.21	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311903	08/01/2019	VR 19081519-146	Fire Rescue Fuel	621.36	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311903	08/01/2019	VR 28081519-145	Fire Rescue Fuel	3545.48	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311904	08/01/2019	VR 22081519-107	Solid Waste Fuel	8630.78	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311907	08/01/2019	VR 01081519-044	Extension Fuel	815.27	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311909	08/01/2019	VR 01081519-036	Recreation Fuel	580.43	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311911	08/01/2019	VR 01081519-053	Mosquito Ctrl Fuel	565.34	.00	
Jefferson Co. Road Dept.	08/15/2019	-	07311919	08/01/2019	VR 19081519-097	Wacissa Vol Fuel	68.01	.00	
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.							TOTALS	15342.88	.00
Redwire	08/15/2019	-	194637	07/25/2019	VR 01081519-045	#W1M1603 Extension	75.98	.00	
CHECK TO VENDOR==>VENDOR REDWIRE Redwire							TOTALS	75.98	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Marie Rigdon	08/15/2019	-	07231901	07/23/2019	VR 14081519-076	Community Crisis Course	245.00	.00
					CHECK TO VENDOR==>VENDOR RIGDONM Marie Rigdon	TOTALS	245.00	.00
Sniffen & Spellman, PA	08/15/2019	-	21563	08/02/2019	VR 01081519-040	Act#10007-001	174.00	.00
					CHECK TO VENDOR==>VENDOR SNIFFEN& Sniffen & Spellman, PA	TOTALS	174.00	.00
State Attorney's Office	08/15/2019	-	4827	05/08/2019	VR 01081519-046	CIPI BOMSWeb2.0 Maint	1934.00	.00
					CHECK TO VENDOR==>VENDOR STATTYOF State Attorney's Office	TOTALS	1934.00	.00
Stryker Sales Corporatio	08/15/2019	-	2732744M	07/24/2019	VR 28081519-149	#1092969 Cable, Sensor	725.10	.00
Stryker Sales Corporatio	08/15/2019	-	2733762M	07/25/2019	VR 28081519-150	#1092969 MaintenanceAgree	1199.28	.00
					CHECK TO VENDOR==>VENDOR STRYKERM Stryker Sales Corporation	TOTALS	1924.38	.00
Talquin Portable Restroo	08/15/2019	-	19-48121	07/15/2019	VR 01081519-019	Restroom Rental	214.00	.00
					CHECK TO VENDOR==>VENDOR TALQUINR Talquin Portable Restroom	TOTALS	214.00	.00
The Bancorp	08/15/2019	-	448928	07/31/2019	VR 01081519-057	SO-3 2019 Dodge Chargers	39725.40	.00
					CHECK TO VENDOR==>VENDOR THEBANCO The Bancorp	TOTALS	39725.40	.00
Toshiba Financial Servic	08/15/2019	-	25274544	07/31/2019	VR 01081519-001	#014-1321378-000	145.00	.00
Toshiba Financial Servic	08/15/2019	-	25274544	07/31/2019	VR 01081519-002	#014-1321378-000	35.00	.00
					CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service	TOTALS	180.00	.00
Tri-County Electric Coop	08/15/2019	-	90050719	07/22/2019	VR 22081519-132	Act#72001059005	79.40	.00
Tri-County Electric Coop	08/15/2019	-	90080719	07/22/2019	VR 22081519-133	Act#72001059008	53.60	.00
Tri-County Electric Coop	08/15/2019	-	90090719	07/22/2019	VR 22081519-134	Act#72001059009	134.05	.00
Tri-County Electric Coop	08/15/2019	-	90100719	07/22/2019	VR 22081519-135	Act#72001059010	77.44	.00
Tri-County Electric Coop	08/15/2019	-	90110719	07/22/2019	VR 22081519-136	Act#72001059011	123.75	.00
					CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop.	TOTALS	468.24	.00
ULTRA SHRED TECHNOLOGIES	08/15/2019	-	121591	08/06/2019	VR 01081519-052	Document Destruction	150.00	.00
					CHECK TO VENDOR==>VENDOR ULTRASH ULTRA SHRED TECHNOLOGIES	TOTALS	150.00	.00
UniFirst Corporation	08/15/2019	-	0192665	07/25/2019	VR 22081519-113	Cust#1237569	171.84	.00
UniFirst Corporation	08/15/2019	-	0193115	08/01/2019	VR 22081519-112	Cust#1237569	199.48	.00
UniFirst Corporation	08/15/2019	-	0193130	08/01/2019	VR 01081519-005	Cust#1381144	34.32	.00
UniFirst Corporation	08/15/2019	-	0193214	08/01/2019	VR 01081519-004	Cust#1311916	140.44	.00
					CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation	TOTALS	546.08	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Marta Vargas	08/15/2019	-	07231901	07/23/2019	VR 14081519-073	APCO Crisis Negotiations	45.00	.00	
CHECK TO VENDOR==>VENDOR VARGASMA Marta Vargas							TOTALS	45.00	.00
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-079	#222501100-1 #9834667898	20.62	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-080	#222501100-1 #9834667898	24.09	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-081	#222501100-1 #9834667898	24.09	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-082	#222501100-1 #9834667898	54.68	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-083	#222501100-1 #9834667898	.18	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-084	#222501100-1 #9834667898	88.75	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-087	#222501100-1 #9834667898	.36	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 01081519-088	#222501100-1 #9834667898	318.31	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 19081519-085	#222501100-1 #9834667898	132.70	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 22081519-078	#222501100-1 #9834667898	77.88	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 22081519-089	#222501100-1 #9834667898	148.94	.00	
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 28081519-086	#222501100-1 #9834667898	132.71	.00	
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless							TOTALS	1023.31	.00
Wastebuilt	08/15/2019	-	3373766	07/18/2019	VR 22081519-120	#111601 Prox Switch	123.36	.00	
CHECK TO VENDOR==>VENDOR WASTEBUI Wastebuilt							TOTALS	123.36	.00
2k webgroup	08/15/2019	-	7778	08/01/2019	VR 01081519-067	Monthly Maint & Hosting	219.45	.00	
CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup							TOTALS	219.45	.00
CASH ACCOUNT # 011010000							TOTALS	98946.08	.00
BANK ACCOUNT # 0101001611							TOTALS	98946.08	.00
FINAL REPORT TOTALS							98946.08	.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		
Big Bend Tire	08/15/2019	-	25810	07/24/2019	VR 11081519-008	RoadDept-Dsmnt/Mnt	88.50	.00
		CHECK TO VENDOR==>VENDOR	BIGBENTI	Big Bend Tire		TOTALS	88.50	.00
First Call Truck Parts	08/15/2019	-	50954	08/02/2019	VR 11081519-015	#4505 Bulk Gallon Def	234.15	.00
		CHECK TO VENDOR==>VENDOR	FIRSTCAL	First Call Truck Parts		TOTALS	234.15	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59132	07/30/2019	VR 11081519-013	#300170 Handle,Brush,Cove	107.78	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59211	07/31/2019	VR 11081519-014	#300170 Paint Tray	13.96	.00
Gulf Coast Lumber/Supply	08/15/2019	-	59237	07/31/2019	VR 11081519-012	#300170 DrillBit,HammerDr	35.96	.00
		CHECK TO VENDOR==>VENDOR	GULFCOLU	Gulf Coast Lumber/Supply*		TOTALS	157.70	.00
Howdys Rent A Toilet	08/15/2019	-	637627	08/02/2019	VR 11081519-005	#18072 Hwy 19 N	64.00	.00
Howdys Rent A Toilet	08/15/2019	-	637628	08/02/2019	VR 11081519-007	#19214 Hold Pond Hwy 19	64.00	.00
		CHECK TO VENDOR==>VENDOR	HOWDYS	Howdys Rent A Toilet		TOTALS	128.00	.00
Jones Welding & Industri	08/15/2019	-	00551862	07/31/2019	VR 11081519-016	#58688 Cylinder Rental	72.54	.00
		CHECK TO VENDOR==>VENDOR	JONESWEL	Jones Welding & Industria		TOTALS	72.54	.00
Treadmaxx Tire Distr. In	08/15/2019	-	372145	07/22/2019	VR 11081519-009	Cust#26379 Tire (2)	620.01	.00
		CHECK TO VENDOR==>VENDOR	KAUFFMAN	Treadmaxx Tire Distr. Inc		TOTALS	620.01	.00
Mobile Communications	08/15/2019	-	80029905	08/01/2019	VR 11081519-004	#11099 GPS	523.75	.00
		CHECK TO VENDOR==>VENDOR	MOBILECO	Mobile Communications		TOTALS	523.75	.00
O'Reilly Automotive, Inc	08/15/2019	-	5-385415	07/29/2019	VR 11081519-011	#336410 Strutassy-LF	103.20	.00
O'Reilly Automotive, Inc	08/15/2019	-	5-385560	07/30/2019	VR 11081519-010	#336410 WiperFld,WashPump	60.19	.00
		CHECK TO VENDOR==>VENDOR	OREILLY	O'Reilly Automotive, Inc.		TOTALS	163.39	.00
Sherwin Williams	08/15/2019	-	1584-5	08/02/2019	VR 11081519-017	Act#7817-6650-6	476.95	.00
Sherwin Williams	08/15/2019	-	1595-1	08/02/2019	VR 11081519-018	Act#7817-6650-6 CREDIT	-31.20	.00
		CHECK TO VENDOR==>VENDOR	SHERWINW	Sherwin Williams		TOTALS	445.75	.00
Stewart's BP & Repair	08/15/2019	-	M1549971	06/25/2019	VR 11081519-020	Road Dept Fuel	55.50	.00
Stewart's BP & Repair	08/15/2019	-	M1549998	05/31/2019	VR 11081519-019	Road Dept Fuel	55.50	.00
		CHECK TO VENDOR==>VENDOR	STEWARTB	Stewart's BP & Repair		TOTALS	111.00	.00
TRACTOR SUPPLY COMPANY	08/15/2019	-	214933	07/08/2019	VR 11081519-002	Batteries	83.92	.00
		CHECK TO VENDOR==>VENDOR	TRACTORS	TRACTOR SUPPLY COMPANY		TOTALS	83.92	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Tri-County Electric Coop	08/15/2019	-	90060719	07/30/2019	VR 11081519-006	Act#72001059006	30.77	.00
						CHECK TO VENDOR==>VENDOR TRI-CO. Tri-County Electric Coop. TOTALS	30.77	.00
UniFirst Corporation	08/15/2019	-	0193147	08/01/2019	VR 11081519-003	Cust#1508769	193.90	.00
						CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS	193.90	.00
Verizon Wireless	08/15/2019	-	98346678	07/23/2019	VR 11081519-001	#222501100-1 #9834667898	171.95	.00
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS	171.95	.00
Waukeelah Fertlizer	08/15/2019	-	100813	07/29/2019	VR 11081519-021	RoadDept-RemedyUltra,Glys	522.50	.00
						CHECK TO VENDOR==>VENDOR WAUKFERT Waukeelah Fertlizer TOTALS	522.50	.00
						CASH ACCOUNT # 111010000 TOTALS	3547.83	.00
						BANK ACCOUNT # 0101006511 TOTALS	3547.83	.00
						FINAL REPORT TOTALS	3547.83	.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-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND		
Ernie Jaworski Trucking	08/15/2019	-	9387	07/26/2019	VR 27081519-002	Hauling Limerock	1618.82	.00
		CHECK TO VENDOR==>VENDOR JAWORSKI Ernie Jaworski Trucking				TOTALS	1618.82	.00
Tallahassee Transport LL	08/15/2019	-	323559	07/31/2019	VR 27081519-001	Hauling Limerock	4500.00	.00
		CHECK TO VENDOR==>VENDOR TALLTRAN Tallahassee Transport LLC				TOTALS	4500.00	.00
			CASH ACCOUNT # 011010000			TOTALS	6118.82	.00
			BANK ACCOUNT # 0101001611			TOTALS	6118.82	.00
						FINAL REPORT TOTALS	6118.82	.00



BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; 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-Chair

Stephen Walker

District 5

August 15, 2019

Timothy A. Parsons, Ph.D. RPA
State Historic Preservation Officer
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399 – 0250

Dear Dr. Parsons –

On behalf of the Board of County Commissioner, Jefferson County we are in support of the archaeological research efforts of the Aucilla Research Institute, Inc. The information obtained through their efforts is invaluable to support their mission of preserving and interpreting our natural and cultural resources in Jefferson County.

Their findings have they have already made help to tell the story of who was here and who used the land that we preserve. Continue research will help to answer many questions, which still remain.

Sincerely,

Betsy Barfield, Chair
Commissioner-District 4

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney

LAW OFFICES
of
ARD, SHIRLEY & RUDOLPH, P. A.
Post Office Box 1874
207 West Park Avenue
Suite B
Tallahassee, Florida 32302-1874
Phone: 850-577-6500
Facsimile: 850-577-6512

MEMORANDUM

TO: Jefferson County Board of County Commissioners
FROM: Scott Shirley, Land Use Attorney
SUBJ: Duke Energy Bicycle Trail Permitting
DATE: August 8, 2019

Introduction and Background

County Commission Chair Betsy Barfield has requested that I make a recommendation to the Board of County Commissioners concerning procedures to be followed as relate to the proposed Duke Energy Bike Trail (Bike Trail) and Bike Trail Agreement (Agreement). The unpaved dirt surface Bike Trail is proposed to follow a former rail bed corridor currently owned by Duke Energy Florida, LLC, (Duke Energy). The corridor begins at US 90 and Old Monticello Road and continues north and then northwest to end near the Florida/Georgia State line. As you may recall, the same corridor was included as a proposed paved trail in the Jefferson County Bicycle and Pedestrian Master Plan approved by the Board of County Commissioners on January 14, 2013.

At the regular meeting of December 20, 2018, Chair Barfield requested that the proposed Agreement with Duke Energy be placed on the agenda for the meeting of January 3, 2019. The Board of County Commissioners considered and approved the proposed Agreement at the meeting of January 3, 2019. At that meeting, in response to a citizen objection relating to lack of notice, I advised at that time that such notice was only required for certain development orders issued by the County. At the regular Board of County Commissioners meeting of January 17, 2019, additional complaints were registered by members of the public relating to lack of notice, among the many various concerns that were expressed. A workshop was held on January 31,

2019, where citizens again raised concerns about lack of notice, and again expressed concerns in a number of other areas. Finally, at the regular meeting of February 7, 2019, the Board of County Commissioners voted to rescind the prior approval of the Agreement, and there was consensus among Commissioners to hold workshops in the future concerning the proposed Bike Trail.

Discussion

It is my recommendation that the Board of County Commissioners authorize County staff to proceed to prepare, file and cause to be processed an application for Major Development for the Bike Trail. It is my further advice that the Board of County Commissioners defer any additional consideration of the Agreement until after completion of the permitting proceedings. The following paragraphs explain my legal reasoning for making this recommendation.

Both State statutes and the Jefferson County Land Development Code contain an exemption from the definition of “development” for “[w]ork by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.” Section 380.04(3)(a), Florida Statutes and County Land development Code Section 1.3.0 27) 1. As may be apparent from the above quote, this exemption is word for word identical both in State law and County code. This exemption has been held to render development order permitting unnecessary where a county proposes to engage in road maintenance or improvement work within a road right of way. See, *Board of County Commissioners of Monroe County v. Department of Community Affairs*, 580 So. 2d 240, at 241 (Fla. 3d DCA 1990) (Maintenance or improvement of a road by Monroe County, where such work is carried out on land within the boundaries of the right-of-way, is not development under chapter 380, Florida Statutes, such that the Florida Department of Community Affairs lacks jurisdiction to order Monroe County to cease all road work until the County complies with the County's development regulations and the provisions of chapter 380, Florida Statutes).

My reasoning is that the proposed Trail is exempt from development order permitting under the Jefferson County Comprehensive Plan and Land Development Code because work by the County on the trail would constitute maintenance and improvement of a road by a road agency within the road right of way. This is premised on the proposed Trail meeting the definition of a “road” for purposes of the exemption. Based on my research, it would appear that the proposed trail would meet any number of commonly accepted definitions of “road.” Notwithstanding this, my research has not uncovered any trial or appellate court decision, published or otherwise, that determines that a multiuse bicycle and pedestrian trail in a separate stand-alone corridor constitutes a “road” for purposes of the State road work exemption. Thus, while reliance on the

road work exemption may appear legally justifiable, success in court in this regard cannot be assured.

The more conservative approach for the County to take is for the Board of County Commissioners to voluntarily elect to permit the proposed Trail according to the County Land Development Code process that applies to Major Developments.¹ If this approach is taken, the proposed Trail should be treated as a Major Development requiring public hearings before both the Planning Commission and Board of County Commissioners. Public hearings before both the Planning Commission and Board would be required because the proposed Trail would constitute a “development involving dedication of lands or facilities for ownership and/or maintenance by Jefferson County.” See, Jefferson County Land Development Code Section 9.1.4.B.2.a. Any decision by the Board of County Commissioners to voluntarily elect to engage in permitting of the proposed Trail as a Major Development should be expressly made without waiving the argument that the proposed Trail is categorically exempt from permitting under the County Land Development Code. Holding two public hearings regarding the proposed Bike Trail would make additional workshops unnecessary.

A vote to voluntarily elect to authorize the filing of an application for Major Development approval would not constitute the Board of County Commissioners taking a position as to whether the proposed Trail satisfies the requirements for issuance of a Development Order. A final decision on whether the proposed Trail should be approved as a Major Development would be made by the Board of County Commissioners only after a duly noticed public hearing² at which testimony and evidence would be considered concerning the proposed Trail project’s consistency with the Jefferson County Comprehensive Plan and Land Development Code.

Conclusion

It is recommended that the Board of County Commissioners voluntarily elect authorize staff to prepare, file and cause to be processed an application for the proposed Bike Trail as a Major Development and, further, that any motion in this regard specifically reserve the right to advance the position that the proposed Trail constitutes exempt road work. The proposed Agreement can be placed on the same agenda for consideration after the Board of County Commissioners conducts the public hearing concerning the proposed Bike Trail application for Major Development approval.

¹ This approach would also certainly be regarded as more fair from the point of view of potential trail opponents.

² A public hearing before the Jefferson County Planning Commission would also be required.



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

August 15, 2019

General Business:

Item B: Legal Services for NextEra/Gulf Power Transmission Line Route: two proposals have been accepted and will be presented to the BOCC at the Regularly Scheduled Board Meeting. Proposals are always retained as private until a decision has been made at which time the information becomes of public record and available for public review.

County Coordinator Items:

County Attorney:

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

RESOLUTION NO. 2019-081519-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 368 INDUSTRIAL PARK ROAD TO MORRIS PROPANE, LLC; AUTHORIZING EXECUTION OF DOCUMENTS RELATING TO SUCH SALE; ADOPTING CERTAIN CONCLUSIONS REGARDING SUCH SALE; APPROVING TWO EASEMENTS RELATING TO THE PROPERTY SOLD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Jefferson County, Florida, has entered into an Agreement for Settlement, Purchase and Sale, and Relocation (hereinafter "Agreement"), dated March 28, 2019, for the sale of the property located at 368 Industrial Park Road to Morris Propane, LLC, (Sketch and Legal description attached as Exhibit "1"; hereinafter "Property"), which Agreement was approved by the Board in open session at the regular meeting of March 21, 2019; and

WHEREAS, the Board of County Commissioners desires to confirm its intent to consummate such sale and authorize the Board Chair and Clerk to execute all necessary documents, and as part of the approval of the sale of the property, the Board desires to make certain conclusions as to such Property, as required by the title insurer; and

WHEREAS, the Board of County Commissioners desires to approve two easements which pertain to the Property.

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

1. The sale the Property is hereby approved pursuant to the terms of the Agreement.
2. By adopting this Resolution, the Board of County Commissioners of Jefferson County, Florida, hereby authorizes the Chair of the Board and the Clerk of Court to sign and execute on behalf of the Board of County Commissioners all legal instruments, deed, easements, closing statement, seller's affidavits and any and all other documents relating to the closing of the sale of the Property.
3. Upon performance by Morris Propane of any necessary terms in Article II of the Agreement, it is hereby further resolved at this duly held meeting as follows (in compliance with Title Commitment Schedule B-1):
 - a) The Property has been determined to be unnecessary for public purposes;
 - b) The Board of County Commissioners has determined that disposing of the Property by sale to Morris Propane, LLC, is in the best interest of the public;
 - c) Conveyance of the Property to Morris Propane, LLC, is hereby authorized by the Chair of the Board of County Commissioners execution of a deed pursuant to this Resolution and applicable Florida Statutes; and

- d) Said deed shall specifically release any automatic reservation of mineral and petroleum interest and right of entry pursuant to Section 270.11, Florida Statutes.
4. The Board of County Commissioners hereby approves the Non-exclusive Access, Drainage and Utility Easement and the Non-exclusive Drainage Easement attached hereto as Exhibits "2" and "3" respectively.
5. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in Regular Session, this 15th day of August, 2019.

BOARD OF COUNTY COMMISSIONERS OF
JEFFERSON COUNTY, FLORIDA

By: _____
Betsy Barfield, Chair of the Board of County Commissioners

ATTEST:

Kirk Reams, Clerk of Court
(SEAL)

APPROVED AS TO FORM:

Scott Shirley, Jefferson County Land Use Attorney

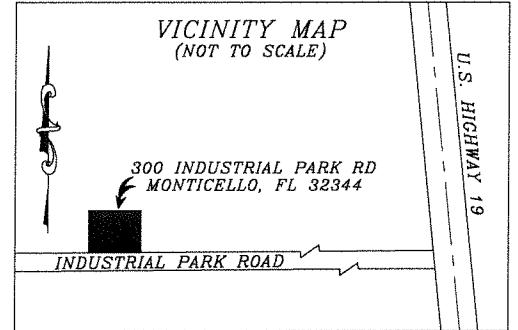
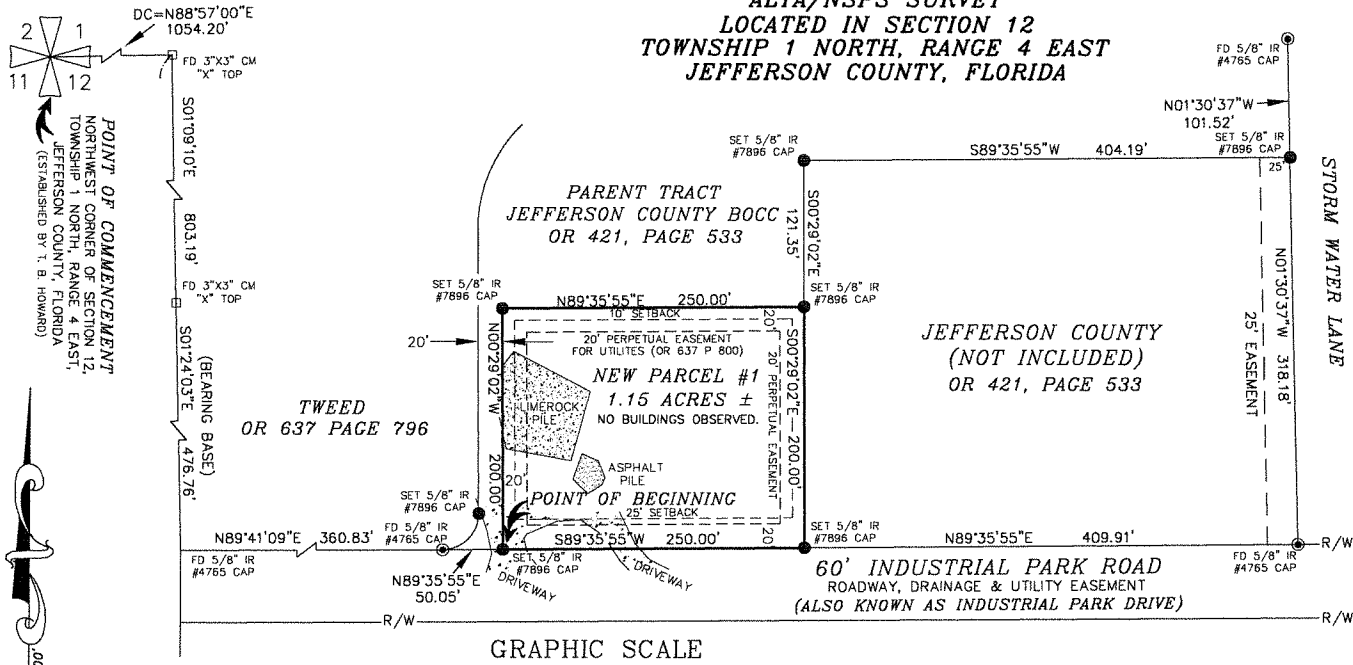
Exhibits:

Exhibit "1" - Sketch and Legal Description of parcel of land located at 368 Industrial Park Road.

Exhibit "2" - Non-exclusive Access, Drainage and Utility Easement.

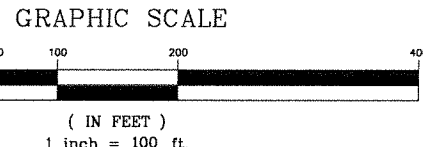
Exhibit "3" - Non-exclusive Drainage Easement.

ALTA/NSPS SURVEY
LOCATED IN SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA



LEGEND

- OR OFFICIAL RECORDS BOOK
- CM CONCRETE MONUMENT
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- DC DEED CALL
- NOT TO SCALE
- ☆ POWER POLE
- OHE- OVERHEAD ELECTRIC
- X- FENCE
- R/W RIGHT-OF-WAY
- Ⓢ INDICATES ELECTRIC



DESCRIPTION (NEW PARCEL)

COMMENCE AT the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida, and run North 88 degrees 57 minutes 00 seconds East 1054.20 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 09 minutes 10 seconds East 803.19 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 24 minutes 03 seconds East 476.76 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765) on the North right-of-way line of 60-foot wide Industrial Park Drive, thence run North 89 degrees 41 minutes 09 seconds East along said right-of-way line 360.83 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765), thence run North 89 degrees 35 minutes 55 seconds East along said right-of-way line 50.05 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) for the POINT OF BEGINNING; thence from said Point of Beginning and leaving said right-of-way line, run North 00 degrees 29 minutes 02 seconds West 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run North 89 degrees 35 minutes 55 seconds East 250.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run South 00 degrees 29 minutes 02 seconds East 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) on the North right-of-way line of said 60-foot wide Industrial Park Drive, thence run South 89 degrees 35 minutes 55 seconds West 250.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- Bearings based on a deed call bearing of South 01 degree 24 minutes 03 seconds East along a tie to the West boundary of the Tweed property as recorded in OR Book 637, page 796, in the Public Records of Jefferson County, Florida.
- If no difference is shown, deed call bearings & distances are the same as were measured.
- Utilities, interior fences, & other improvements were not located, except as shown. Field fences identified hereon this plat are shown approximate & were not located precisely between corners. Ownership of fences was not determined by survey.
- Field work was completed on April 11, 2019.
- This property is subject to Covenants and Restrictions for Jefferson County Industrial Park as set forth & recorded in Official Records Book 637, page 800, in the Public Records of Jefferson County, Florida.
- The hereon signed surveyor has been provided with an ALTA Commitment by Old Republic National Title Insurance Company, Title Commitment #43293.0006 (issuing Office File Number), File # 19046549 Jc4, Commitment Effective Date: April 4, 2019 at 8:00am, Name of Insured: Morris Propane, LLC, a Florida limited liability company.
- This survey does not determine ownership of property.

CERTIFIED TO:

- MORRIS PROPANE, LLC
- ARD, SHIRLEY & RUDOLPH, PA
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND DOES NOT INCLUDE ITEMS OF TABLE A THEREOF, AS THEY WERE NOT REQUESTED. THE FIELD WORK WAS COMPLETED ON APRIL 11, 2019.

DATE OF PLAT OR MAP: MAY 2, 2019

RANDALL H. ROWELL, P.L.S. DATE 05/02/2019
PROFESSIONAL LICENSED SURVEYOR & MAPPER L.S.#5140

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

DELTA LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION NUMBER L.B.#7896
275 NORTH MULBERRY STREET TELEPHONE: (850)997-0301
MONTICELLO, FLORIDA 32344 E-MAIL randydelta@earthlink.net

MAY 2, 2019
DATE
19-084-21(1)
JOB NO.

Return to: Board Records/Jefferson Co.

This instrument prepared by:

Reggie L. Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Highpoint Center
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

Portions of Jefferson County PID No(s):

NON-EXCLUSIVE ACCESS, DRAINAGE AND UTILITY EASEMENT

THIS NON-EXCLUSIVE ACCESS, DRAINAGE AND UTILITY EASEMENT (this "**Easement**"), made this ___ day of _____, 2019, between **JEFFERSON COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Circle, Monticello, Florida 32344 ("**Grantor**"), and **MORRIS PROPANE, LLC**, a Florida limited liability company existing under the laws of the State of Florida, having its principal place of business at 735 E. Washington Street, Monticello, Florida 32344 ("**Grantee**"), and their successors and assigns.

WHEREAS, Grantor owns and holds certain real property located in Jefferson County, Florida, as more particularly identified and described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Easement Area**"); and

WHEREAS, Grantee is the record title owner of that certain real property located in Jefferson County, Florida, as more particularly identified and described in **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Property**"); and

WHEREAS, Grantee desires to secure, and Grantor has agreed to convey, a non-exclusive access, drainage and utility easement over, across and upon the Easement Area on the terms, provisions, and conditions set forth herein.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, and by these presents does grant and convey unto Grantee, its successors and assigns, a non-exclusive easement upon, over, under, across, and through the Easement Area for (i) pedestrian and vehicular ingress, egress, and access from the Grantee Property to the public right-of-way, and (ii) the drainage of stormwater and surface water runoff from the Grantee Property, and (iii) the installation and maintenance of utilities serving the Grantee Property (the "**Access, Drainage and Utility Easement**"). Anything to the contrary set forth herein notwithstanding, Grantor hereby reserves the right to (i) grant additional non-exclusive access, drainage and utility easements over, under, and across the Easement Area to the property owners within the Jefferson County Industrial Park, and (ii) utilize the Easement Area for any and all other purposes required by Grantor; provided however, that the foregoing do not unreasonably interfere with Grantee's rights hereunder. Notwithstanding anything contained herein to the contrary, this Easement shall not preclude the Grantor from dedicating the Easement Area for public use as a publicly dedicated right-of-way. This Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

TO HAVE AND TO HOLD the easement rights granted hereby unto Grantee, and its successors and assigns, and Grantor will defend the title to the Easement Area against all persons claiming by, through or under Grantor, but none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Witnesses:

JEFFERSON COUNTY,
a political subdivision of the State of Florida

Signature of First Witness

By: _____

Print Name: _____

Title: _____

Print Name of First Witness

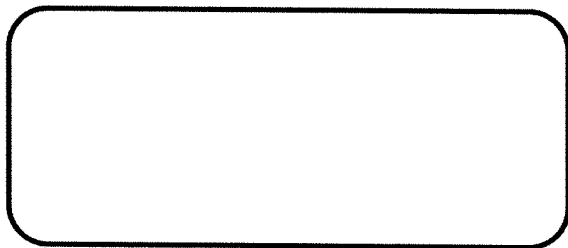
Signature of Second Witness

Print Name of Second Witness

STATE OF FLORIDA
COUNTY OF JEFFERSON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and of the County aforesaid to take acknowledgements, personally appeared _____, as _____ of JEFFERSON COUNTY, a political subdivision of the State of Florida, and that he/she acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under the authority duly vested in him/her. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2019.



Notary Stamp

Signature of Notary

Print Name of Notary

My Commission Expires:

**A SKETCH OF DESCRIPTION FOR
JEFFERSON COUNTY INDUSTRIAL PARK
LOCATED IN SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA**

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 4 EAST,
JEFFERSON COUNTY, FLORIDA

DC=N88°57'00"E
1,054.20'

12

DC=S01°09'10"E 803.19'

DC=S01°24'03"E
475.78'

POB

N01°24'03"W
60.01'

DC=S01°22'31"E 1,386.52'

830.73'

JEFFERSON COUNTY

JEFFERSON COUNTY

BEARING BASE DC=2,363.95'
N89°51'33"E 1,909.87'

NEW 60' ROADWAY, DRAINAGE & UTILITY EASEMENT

S89°51'33"W 1,933.11'

CONWAY
TRANSPORTATION
SERVICES, INC.

JEFFERSON
COUNTY
JAIL

WATER
TOWER

DC=S89°51'31"W 580.00'
SPRINT-FLA

RUFUS HODGE

DC=N45°00'00"E
1,620.12'

DC=N89°51'33"E 373.04'

DC=S89°51'33"W 334.01'

1.30 ACRES

DC=445.12'

DC=148.87'
DC=S1°13'30"W
U.S. HIGHWAY 79

SURVEYOR'S NOTES

1. Bearings based on a deed call bearing of North 89 degrees 51 minutes 33 seconds East along a tie to the North boundary line of the Jefferson Co. Industrial Park.
2. If no difference is shown, deed call bearings and distances are the same as measured.
3. Utilities, interior fences, and other improvements were not located, except as shown.
4. No field work was done to verify the dimensions.
5. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Jefferson County, Florida.
6. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.
7. This survey does not determine ownership of property.

LEGEND

- POB POINT OF BEGINNING
- OR OFFICIAL RECORD BOOK
- DC DEED BEARING/DISTANCE
- ✓ NOT TO SCALE
- R/W RIGHT-OF-WAY
- ⊕ CENTERLINE

THIS IS NOT A BOUNDARY SURVEY
FOR DESCRIPTION, SEE PAGE 2 OF 2.

CERTIFIED TO:
JEFFERSON COUNTY
BIRD & LEINBACK, P.A.
ATTORNEYS' TITLE INSURANCE FUND, INC.

Charles R. Bailey 8/13/03
Charles R. Bailey Date
Florida Licensed Surveyor and Mapper L.S. #4881

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



DELTA

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

PHONE: (850) 987-0301 FAX: (850) 987-8787

AUG. 12, 2003

DATE

03-204-22

JOB NO.

EXHIBIT "A"

DESCRIPTION: NEW 60' ROADWAY, DRAINAGE & UTILITIES EASEMENT

Commence at the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida and run North 88 degrees 57 minutes 00 seconds East, along the North boundary of said Section 12, a distance of 1,054.20 feet to a point, thence run South 01 degree 09 minutes 10 seconds West 803.19 feet to a point, thence run South 01 degree 24 minutes 03 seconds East 475.78 feet to the POINT OF BEGINNING, thence run North 89 degrees 51 minutes 33 seconds East 1,909.67 feet to a point, thence run North 45 degrees 00 minutes 00 seconds East 150.12 feet to a point, thence run North 89 degrees 51 minutes 33 seconds East 373.04 feet to a point on the Westerly right of way line of U.S. Highway 19 (State Road 57), thence run South 13 degrees 13 minutes 30 seconds West, along said right of way line, a distance of 61.67 feet to a point, thence leaving said right of way line run South 89 degrees 51 minutes 33 seconds West 334.01 feet to a point, thence run South 45 degrees 00 minutes 00 seconds West 150.12 feet to a point, thence run South 89 degrees 51 minutes 33 seconds West 1,933.11 feet to a point on the West boundary of the Jefferson County Industrial Park, thence run North 01 degree 24 minutes 03 seconds West 60.01 feet to the POINT OF BEGINNING.

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



DELTA

LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NUMBER LB 4765
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA

AUG. 12, 2003

DATE

03-204-22

JOB NO.

PHONE: (850) 997-0801

FAX: (850) 997-8757

EXHIBIT "B"

COMMENCE AT the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida, and run North 88 degrees 57 minutes 00 seconds East 1054.20 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 09 minutes 10 seconds East 803.19 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 24 minutes 03 seconds East 476.76 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765) on the North right-of-way line of 60-foot wide Industrial Park Drive, thence run North 89 degrees 41 minutes 09 seconds East along said right-of-way line 360.83 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765), thence run North 89 degrees 35 minutes 55 seconds East along said right-of-way line 50.05 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) for the POINT OF BEGINNING; thence from said Point of Beginning and leaving said right-of-way line, run North 00 degrees 29 minutes 02 seconds West 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run North 89 degrees 35 minutes 55 seconds East 250.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run South 00 degrees 29 minutes 02 seconds East 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) on the North right-of-way line of said 60-foot wide Industrial Park Drive, thence run South 89 degrees 35 minutes 55 seconds West 250.00 feet to the Point of Beginning.

Return to: Board Records/Jefferson Co.

This instrument prepared by:

Reggie L. Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
Highpoint Center
106 E. College Avenue, Suite 700
Tallahassee, Florida 32301

Portions of Jefferson County PID No(s): 12-1N-4E-0000-006K-0000

NON-EXCLUSIVE DRAINAGE EASEMENT

THIS NON-EXCLUSIVE DRAINAGE EASEMENT (this "**Easement**"), made this ___ day of _____, 2019, between **JEFFERSON COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Circle, Monticello, Florida 32344 ("**Grantor**"), and **MORRIS PROPANE, LLC**, a Florida limited liability company existing under the laws of the State of Florida, having its principal place of business at 735 E. Washington Street, Monticello, Florida 32344 ("**Grantee**"), and their successors and assigns.

WHEREAS, Grantor owns and holds certain real property located in Jefferson County, Florida, as more particularly identified and described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Easement Area**"); and

WHEREAS, Grantee is the record title owner of that certain real property located in Jefferson County, Florida, as more particularly identified and described in **Exhibit B** attached hereto and incorporated herein by reference (the "**Grantee Property**"); and

WHEREAS, Grantee desires to secure, and Grantor has agreed to convey, a non-exclusive drainage easement over, under, across and through the Easement Area on the terms, provisions, and conditions set forth herein.

WITNESSETH, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, paid receipt of which is hereby acknowledged, does hereby grant unto Grantee, its successors and assigns, a non-exclusive drainage easement over, under and through the Easement Area for the conveyance and discharge of stormwater runoff from the Grantee Property to the area shown as "Pond 1" on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Drainage Easement**"). Grantor shall be obligated to permit, construct, operate and maintain Pond 1, and Grantor agrees to reserve sufficient volumetric capacity within Pond 1 to accept and treat the discharge of stormwater runoff from the Grantee Property in accordance with applicable permitting requirements at a volume and post development discharge rate equivalent to, and resulting from, the future development of the Grantee Property to the maximum allowable impervious surface ratio allowed by the Jefferson County Code or the Covenants and Restrictions for Jefferson County Industrial Park recorded in O.R. Book 637, Page 800, of the Public Records of Jefferson County, Florida ("**Capacity Reservation**"). The Drainage Easement includes the right to discharge stormwater runoff as described by the Capacity Reservation. Grantor agrees to complete permitting and construction of Pond 1 and installation of a drainage conveyance pipe and other necessary related improvements from the Grantee Property to Pond 1 within one hundred twenty (120) days following written notice from Grantee, and Grantor further agrees to maintain such Pond and the drainage conveyance pipe as part of the Jefferson County Industrial Park stormwater management system. The parties acknowledge and agree that, from and after Grantor's completion of construction of Pond 1 and installation

of the drainage conveyance pipe from the Grantee Property, upon the reasonable request of either party, each party shall use commercially reasonable efforts to amend this Easement to limit and/or modify the Easement Area to reflect the actual conveyance area from the Grantee Property to Pond 1. Anything to the contrary set forth herein notwithstanding, Grantor hereby reserves the right to (i) grant additional non-exclusive easements over, under, and across the Easement Area to property owners within the Jefferson County Industrial Park, and (ii) utilize the Easement Area for any and all other purposes required by Grantor; provided however, that the foregoing do not unreasonably interfere with drainage from the Grantee Property, the Capacity Reservation, or Grantee's rights hereunder. This Easement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors and/or assigns.

TO HAVE AND TO HOLD the easement rights granted hereby unto Grantee, and its successors and assigns, and Grantor will defend the title to the Easement Area against all persons claiming by, through or under Grantor, but none other.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Witnesses:

JEFFERSON COUNTY,
a political subdivision of the State of Florida

Signature of First Witness

By: _____

Print Name: _____

Title: _____

Print Name of First Witness

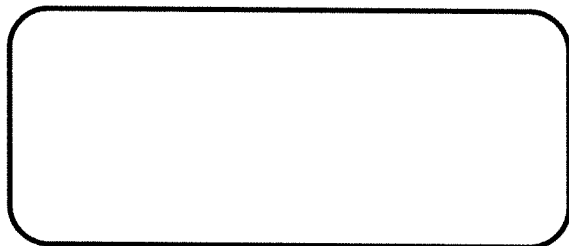
Signature of Second Witness

Print Name of Second Witness

STATE OF FLORIDA
COUNTY OF JEFFERSON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and of the County aforesaid to take acknowledgements, personally appeared _____, as _____ of JEFFERSON COUNTY, a political subdivision of the State of Florida, and that he/she acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under the authority duly vested in him/her. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2019.



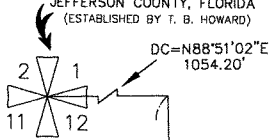
Notary Stamp

Signature of Notary

Print Name of Notary

My Commission Expires:

POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 12,
TOWNSHIP 1 NORTH, RANGE 4 EAST,
JEFFERSON COUNTY, FLORIDA
(ESTABLISHED BY T. B. HOWARD)



**SKETCH OF DESCRIPTION
LOCATED IN SECTION 12
TOWNSHIP 1 NORTH, RANGE 4 EAST
JEFFERSON COUNTY, FLORIDA**

DESCRIPTION (DRAINAGE EASEMENT)

COMMENCE AT the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida, and run North 88 degrees 57 minutes 00 seconds East 1054.20 feet, thence run South 01 degree 09 minutes 10 seconds East 803.19 feet, thence run South 01 degree 24 minutes 03 seconds East 476.76 feet to a point on the North right-of-way line of 60-foot wide Industrial Park Drive, thence run North 89 degrees 41 minutes 09 seconds East, along said right-of-way line, 360.83 feet, thence run North 89 degrees 35 minutes 55 seconds East, along said right-of-way line, 50.05 feet, thence leaving said right-of-way line, run North 00 degrees 29 minutes 02 seconds West 200.00 feet, thence run North 89 degrees 35 minutes 55 seconds East 45.27 feet for a POINT OF BEGINNING, thence from said POINT OF BEGINNING, run North 00 degrees 24 minutes 05 seconds West, 180.28 feet the Northeast corner of the Tweed Property as recorded in the Public Records of Jefferson County, Florida in Official Records Book 637, Page 796, thence run North 78 degrees 36 minutes 10 seconds West, along the North boundary of said Tweed Property, 474.20 feet to the Northwest corner of said Tweed Property, thence run North 01 degrees 19 minutes 23 seconds West, 297.78 feet, thence run North 80 degrees 01 minutes 46 seconds East, 68.94 feet, thence run South 89 degrees 22 minutes 18 seconds East, 202.10 feet, thence run South 73 degrees 01 minutes 46 seconds East, 68.94 feet, thence run South 89 degrees 22 minutes 18 seconds East, 95.43 feet, thence run South 63 degrees 11 minutes 12 seconds East, 202.10 feet, thence run South 73 degrees 53 minutes 51 seconds East, 98.23 feet, thence run South 41 degrees 56 minutes 40 seconds East, 138.06 feet, thence run South 60 degrees 00 minutes 56 seconds East, 65.96 feet, thence run South 03 degrees 15 minutes 19 seconds East, 92.36 feet, thence run South 66 degrees 23 minutes 11 seconds East, 72.04 feet, thence run South 00 degrees 29 minutes 02 seconds East, 196.02 feet, thence run South 89 degrees 35 minutes 55 seconds West, 204.73 feet, to the Point of Beginning.

LEGEND

- OR OFFICIAL RECORDS BOOK
- CM CONCRETE MONUMENT
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- DC DEED CALL
- COMPUTED POINT (NOT SET)

SURVEYOR'S NOTES:

1. Bearings based on a deed call bearing of South 01 degree 24 minutes 03 seconds East along a tie to the West boundary of the Tweed property as recorded in OR Book 637, page 796, in the Public Records of Jefferson County, Florida.
2. This is not a boundary survey.
3. No field work was performed for this sketch.
4. There may be other restrictions of record not shown on this plat that may be found in County Public Records.
5. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.
6. This sketch does not determine ownership of property.

S01°19'23"E
DC=S01°09'10"E

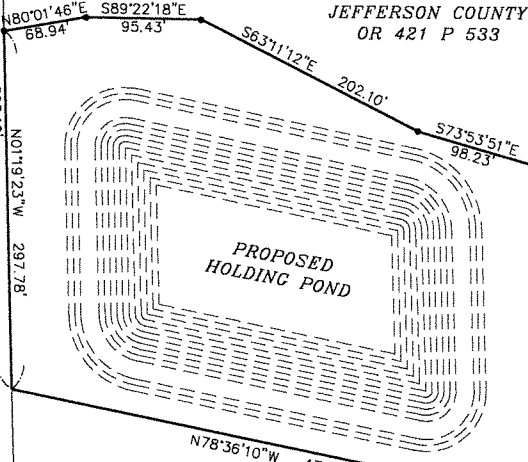
N80°01'46"E 68.94'
S89°22'18"E 95.43'

803.19'
N01°19'23"W 297.78'

S01°24'05"E 476.76'
(BEARING BASE)

S01°19'23"E

JEFFERSON COUNTY
OR 421 P 533



PROPOSED
HOLDING POND

TWEED
OR 637 PAGE 796

POINT OF
BEGINNING

MORRIS PETROLEUM
1.15 ACRES ±

N89°41'09"E 360.83'

60' INDUSTRIAL PARK ROAD

07/23/2019
RANDALL H. ROWELL DATE:
PROFESSIONAL SURVEYOR & MAPPER L.S.#5140



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



DELTA LAND SURVEYORS

CERTIFICATE OF AUTHORIZATION NUMBER LB#7898
275 NORTH MULBERRY STREET TELEPHONE: (850) 997-0301
MONTICELLO, FLORIDA 32344 email: randydelta@earthlink.net

JULY 18, 2019

DATE

19-199-21

JOB NO.

CLIENT

JEFFERSON COUNTY
INDUSTRIAL PARK

EXHIBIT "A"

EXHIBIT "B"

COMMENCE AT the Northwest corner of Section 12, Township 1 North, Range 4 East, Jefferson County, Florida, and run North 88 degrees 57 minutes 00 seconds East 1054.20 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 09 minutes 10 seconds East 803.19 feet to a 3x3 inch concrete monument ("X" top), thence run South 01 degree 24 minutes 03 seconds East 476.76 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765) on the North right-of-way line of 60-foot wide Industrial Park Drive, thence run North 89 degrees 41 minutes 09 seconds East along said right-of-way line 360.83 feet to a 5/8 inch iron rod and cap (cap stamped LB #4765), thence run North 89 degrees 35 minutes 55 seconds East along said right-of-way line 50.05 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) for the POINT OF BEGINNING; thence from said Point of Beginning and leaving said right-of-way line, run North 00 degrees 29 minutes 02 seconds West 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run North 89 degrees 35 minutes 55 seconds East 250.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896), thence run South 00 degrees 29 minutes 02 seconds East 200.00 feet to a 5/8 inch iron rod and cap (cap stamped LB #7896) on the North right-of-way line of said 60-foot wide Industrial Park Drive, thence run South 89 degrees 35 minutes 55 seconds West 250.00 feet to the Point of Beginning.

RESOLUTION
2019-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR THE COUNTY ROAD 259 OVER SEABOARD COAST LINE RAILROAD, REMOVAL OF BRIDGE NO. 540027 AND CONSTRUCTION OF A REPLACEMENT STRUCTURE, PURSUANT TO AN OFF SYSTEM BRIDGE PROJECT AGREEMENT, CONFIRMING AND APPROVING THE AGREEMENT, PROVIDING SIGNATURE AUTHORITY FOR THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Jefferson County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the County Road 259 over Seaboard Coast Line Railroad, Removal of Bridge No. 540027 and Construction of a Replacement Structure (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.
3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.
4. This resolution shall be effective upon passage and adoption by the Board of County Commissioners of Jefferson County, Florida.

PASSED AND ADOPTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

By: _____
_____, Chairman

ATTEST:

_____, Clerk of Circuit Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM BRIDGE PROJECT AGREEMENT

This Off System Bridge Project Agreement (“Agreement”) is between the State of Florida Department of Transportation (“DEPARTMENT”), and JEFFERSON COUNTY, a political subdivision of the State of Florida (“LOCAL AGENCY”). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

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

2. County Road 259 Bridge over Seaboard Coast Line (SCL) Railroad, Bridge No. 540027, requires replacement; and

3. County Road 259 Bridge over SCL Railroad is on County Road 259 located in Jefferson County, Florida, a road not on the State Highway System; and

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

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

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

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

7. The Parties agree that the DEPARTMENT shall undertake and complete Financial Project I.D. 439366-1-52-01, generally described as the removal of Bridge No. 540027 over SCL Railroad and construction of a replacement structure, from Begin MP 12.62 to End MP 12.98 on CR 259 (“PROJECT”). The PROJECT is further described in the Construction Plans dated October 10, 2018, including any updates and/or revisions thereof as exist on file with the DEPARTMENT (“PLANS”). The PLANS are hereby incorporated by reference and made a part of this Agreement. The LOCAL AGENCY shall cooperate with and shall support the DEPARTMENT’s work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The LOCAL AGENCY shall, through the passage of a formal resolution of its governing body, consent to and authorize the DEPARTMENT for the LOCAL AGENCY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the LOCAL AGENCY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. Said resolution shall also provide the authority for the appropriate official of the LOCAL AGENCY to execute this Agreement on behalf of the LOCAL AGENCY.

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

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

10. The LOCAL AGENCY hereby appoints the DEPARTMENT as its agent for purposes of the notification, construction, reconstruction and relocation of utilities under Sections 337.401, 337.402, 337.403, and 337.404, Florida Statutes. The LOCAL AGENCY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right-of-way. The Parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The Parties agree that if existing utilities owned by the LOCAL AGENCY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the LOCAL AGENCY.

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

12. The LOCAL AGENCY acknowledges and agrees that the right-of-way as described in the PLANS and the improvements and structures located within the right-of-way, are and will remain under the ownership of the LOCAL AGENCY and that the DEPARTMENT will not have any ownership interest in the right-of-way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the LOCAL AGENCY existing right-of-way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

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

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

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

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

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

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

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

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

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

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

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

succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

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

24. To the extent permitted by law, LOCAL AGENCY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission or negligent act by LOCAL AGENCY, its agents, or employees, during the performance of the Agreement, except that neither LOCAL AGENCY, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement. Nothing herein shall be deemed a waiver of the rights of sovereign immunity of either Party.

25. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the LOCAL AGENCY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the “State Highway System,” therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

- a. Should such shortfalls occur due to a determination that said costs are non-participating, the LOCAL AGENCY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL AGENCY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL AGENCY shall not relieve the LOCAL AGENCY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the LOCAL AGENCY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT’S contract manager indicating when the deposit will be made. The LOCAL AGENCY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the LOCAL AGENCY for a period of three (3) years after final close out of the PROJECT. The LOCAL AGENCY will be notified of the final non-participating cost of the PROJECT. Both Parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL AGENCY. If the final accounting is not performed within three hundred and sixty (360) days, the LOCAL AGENCY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the LOCAL AGENCY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The LOCAL AGENCY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

Any payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

26. LOCAL AGENCY:

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

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

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

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

LOCAL AGENCY:

Jefferson County
Jefferson County Road Department
1484 S. Jefferson St.
Monticello, FL 32344

DEPARTMENT:

Florida Department of Transportation
Attn: Office of the General Counsel
1074 Highway 90 East
Chipley, Florida 32428

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

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY:

JEFFERSON COUNTY, a political
subdivision of the State of Florida

By:

Title:

Date: _____

Attest: _____

Legal Review:

Office of the General Counsel

By:

Title:

Date: _____

Attest: _____

Legal Review:



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

August 15, 2019

General Business:

Item B: Legal Services for NextEra/Gulf Power Transmission Line Route: two proposals have been accepted and will be presented to the BOCC at the Regularly Scheduled Board Meeting. Proposals are always retained as private until a decision has been made at which time the information becomes of public record and available for public review.

Item E: Thompson Station Proposed Lease Agreement: Mr. Leo Russell will be submitting a proposal for lease of the acquired fueling station due to tax bills. The Board of County Commissioners has directed Mr. Russell to make his offer to lease the property with the understanding that remediation of years past fuel issues may cause premature exit of the facilities if drastic measure are taken or required. County staff will clean the station from debris and have the property basically to the block walls as requested by Mr. Russell. Any additional items will be the responsibility of Mr. Russell as part of the Lease Agreement.

County Coordinator Items:

County Attorney:

Kirk Reams

Clerk of Courts

Parrish Barwick

County Coordinator

T. Buckingham Bird

County Attorney

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE Jefferson County Sheriff's Office Division of Emergency Management

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

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-D0003/RFQ-DEM-18-19-021 ("Contract") with Everbridge, Inc. (hereinafter referred to as the "Contractor") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 through June 30, 2024 and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the County desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

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

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under the Contract, and shall automatically renew as long as the Division continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant

to Section 287.057(14), F.S. who will enforce the performance of the Contract terms and conditions and serve as a liaison with the Contractor.

- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the County as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. [Jefferson County Sheriff's Office Division of Emergency Management]

The County:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the County's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
 - a. Population protective actions, such as evacuation orders,

shelter-in-place warnings, boil water notices, and similar actions;

- b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the County's steady-state operational posture;
- c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the County impacted by a disaster.
- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
- e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
- f. Automated weather warnings, provided by the National Weather Service.
- g. Notification and recall of County employees, contractors, and other response partners, that support the activation of the County's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- h. Non-Weather Messages (NWMs) that the County is authorized to broadcast via their IPAWS Alerting Authority, including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.

IV. Acknowledges that access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:

- a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA); and,
- b. Registering with the National Weather Service for access to HazCollect.

- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the County, to include, at minimum, the following topics:
 - a. Defining the local organization administrator(s);
 - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
 - c. Establishing a message drafting and approval process;
 - d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data; and,
 - e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

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

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division’s Contract for the notification system (hereinafter referred to as “non-covered services”). If the County desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the County will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The County will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

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

For the Division:

Andrew Sussman, Hurricane Program
Manager/AlertFlorida Contract Manager

For the County:

Paula Carroll
Director

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

169 Industrial Park
Monticello, FL 32344
Telephone: 850) 342-0211
Email: paula.carroll@jcso-fl.org

4. TERMINATION OF AGREEMENT

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

5. LIABILITY

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

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-D0003 between the Division and the Contractor.

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

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

[Jefferson County, Florida,]

By: _____

By: _____
[Besty Barfield, Chair of BOCC]

Date

Date

*[Approved as to form:
County Attorney's Office]*

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge’s Unified Critical Communication Suite (“Everbridge Platform”). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.