



BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827
1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344
PHONE: (850)-342-0287

Chris Tuten
District 1

Gene Hall
District 2 Vice-Chair

J T Surles
District 3

Betsy Barfield
District 4

Stephen Walker
District 5 Chair

Workshop: Franchise Discussion 4:00 p.m.
Executive Session 5:00 p.m. Closed to the Public
REGULAR SESSION AGENDA: February 18, 2021 6:00 p.m.

435 W Walnut St. Monticello, FL 32344

The Commissioners follow CDC Guidelines and encourage Social Distancing

Virtual Meeting will be offered, meeting Code and Password to be provided

- 1. 6PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE**
- 2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS**
 - a) Edward Dean: Federal Grants and Stipends
- 3. CONSENT AGENDA**
 - a) Approval of Agenda
 - b) General Fund/ Trans. & Road Bond Vouchers for Approval: 02.18.21
 - c) Langton Consultants Contract Continuation
 - d) SHIP Grant Consultant Contract Agreement
- 4. General Business:**
 - a) Wacissa River Professional Services Agreement/ Task Order S. Shirley
 - b) CGBG Grant/Rural Infrastructure Grant Discussion S. Metty/K. Reams
 - c) Safe Rider Lease Agreement S. Shirley
- 5. Citizens Request & Input on Non-Agenda Items (3 Minutes)**
- 6. Clerk of Courts- Solid Waste Update**
- 7.C ounty Coordinator- US 19 Multi-Use Trail PD&E Study, Playground Equipment**
- 8. County Attorney-**
- 9. County Commissioner Discussion Items-**
- 10. 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
REQUEST FOR PROPOSALS
VOLUNTARY WASTE COLLECTION SERVICES FRANCHISE**

PART I – BACKGROUND AND GENERAL INFORMATION

The Jefferson County Board of County Commissioners is seeking services proposals for the potential grant of an exclusive franchise for all or part of unincorporated Jefferson County for the provision of voluntary residential solid waste collection and disposal services. Proposed services shall include collection and disposal of residential household garbage on a voluntary monthly basis, including provision for recycling. In addition, the proposal can include a description of proposed additional voluntary collection services for commercial customers, and for collection and disposal special waste such as yard waste, hazardous waste, and construction and demolition debris, on an as needed basis and for an additional fee. However, services to commercial customers, and for the collection of special waste, shall not be subject to exclusive franchise, and others may also provide such services.

The proposed services are to be provided directly to customers through a voluntary services agreement between the customer and the services provider. The County will not be a party to the services agreement between the customer and services provider and will not in any way be responsible for the services provided or collection of fees for the services. Entering into a services agreement for provision of services pursuant to the franchise would be entirely voluntary and at the sole option of the customer, and no potential customer will be compelled to enter into a services agreement.

PART II – PROPOSAL RESPONSE INFORMATION

RFP with criteria, requirements and anticipated scope of work will be provided upon written request by contacting directly: Beth Letchworth, Director, Solid Waste Department, by e-mail bletchworth@jeffersoncountyfl.gov, or in writing to **Contact Address or by telephone at 850-342-0184.**

Proposal submissions must be sealed and marked with the name of the proposer and titled “**Voluntary Waste Collection Services Franchise**,” so as to identify the enclosed proposal. Each submittal shall include **[one (1) original and five (5) copies]** of the proposal. Proposals must be delivered to **[Submission Address]**, no later than **Time, E.T. on Month, Day, Year**. RFP responses will be opened at the next regular meeting of the Board of County Commissioners. Proposals received later than the date and time specified above will be rejected. The Board will not be responsible for the late deliveries of proposals that are incorrectly addressed, delivered in person, or by mail or any other type of delivery service.

The Jefferson County Board of County Commissioners reserves the right to accept or reject, for no reason stated, any or all proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the final evaluation of the submitted proposals and thereafter consideration of negotiating and entering into a satisfactory Voluntary Waste Collection and

Disposal Franchise Agreement. The Board reserves the right to waive irregularities in the proposal and/or to withdraw this Request for Proposals at any time for no reason stated. Respondents submitting proposals shall bear the entire cost of preparation and presentation of proposals responsive hereto and the County shall not be liable for any costs a respondent might expend in preparing and presenting a proposal. Further, the County shall not be liable to any respondent, or person or entity associated therewith, for any current or future damages of any kind whatsoever based on any legal theory, including, but not limited to, claims based on lost future profits or for incidental and consequential damages, and, by submitting a proposal such respondent, or person or entity associated therewith, expressly waives any claims for damages against Jefferson County.

Any questions concerning this RFP should be direct to Beth Letchworth, Director Department of Solid Waste, by e-mail to bletchworth@jeffersoncountyfl.gov or in writing to [Contact Address], or by telephone at 850-342-0184. Questions will be received until the above stated submission date. After this time, a cone of silence will be in place until a Respondent is selected.

PART III – GENERAL CONSIDERATIONS/INDEMNIFICATIONS

1. Proposals that are not delivered to the physical address specified herein above prior to the specified time will not be considered and will be returned to the responder unopened.
2. Once opened no Proposal may be withdrawn prior to the BOCC action without written consent from the Director of the Solid Waste Department.
3. Proposals constitute an offer to contract, which will remain valid and in effect, for a period of no less than 180 days from the date of submission.
4. It is the responsibility of the Respondents to fully understand and follow all conditions and specifications contained in this request.
5. The Respondent shall be licensed to perform the required services in Florida and work with Jefferson County on all areas of work outlined in this RFP.
6. By signing and submitting the Letter of Response, the Respondent certifies that the response is made without prior understanding, agreement or connection with any corporation, firm, entity or person submitting a response for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion, fraud, and that the individual signing the Letter of Response has full authority to negotiate for and bind the Respondent.
7. By submitting a response, the Respondent warrants that is has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this award and that is has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, or gift or other consideration contingent upon or resulting from the award. Breach or violation of this provision serves as just cause to

terminate the award without liability and, to deduct from the agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8. Proposal responses must include a completed:
 - A. Certificate(s) of Insurance or Sworn Statement from Insurance Agent
 - B. Hold Harmless, Release and Indemnity Agreement (Only applicable when State of Florida Worker's Compensation Exemption is being used)
 - C. Florida Public Entity Crimes Statement as required by F.S. §287.133(3)(a)
 - D. Byrd Anti-Lobbying Amendment Certification Form
 - E. Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form
 - F. Drug Free Workplace Statement as outlined by F.S. §287.087
 - G. Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
9. All Proposal responses require a current Certificate of Insurance listing Jefferson County as an "Additional Insured" and the following coverages on the respondent:
 - A. \$1,000,000 per occurrence / \$2,000,000 aggregate – Bodily Injury Liability
 - B. \$1,000,000 – per occurrence / \$1,000,000 annual aggregate – Commercial General Liability
 - C. Worker's Compensation \$1,000,000 per occurrence

Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the bid, Certificates of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal.

10. If applicable, Worker's Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Jefferson County Worker's Compensation Hold Harmless Agreement.
11. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the proposed award may be revoked and negotiations initiated with the next lowest Respondent who meets all proposal specifications.

PART IV - COMPLIANCE WITH FEDERAL REGULATIONS AND EXECUTIVE ORDERS

1. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work in this project must comply with the Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
2. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work on this project must make positive efforts to use small and minority business and women business enterprises for construction activities when available and feasible in accordance with Federal regulation 2 CFR 200.321.
3. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work on this project must comply with the regulations described in the Copeland “Anti-Kickback Act” (40 U.S.C. 3145), which provides that each CONTRACTOR OR SUBCONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repairs of public work, to give up any part of the compensation to which he or she is otherwise entitled.
4. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work on this project must comply with regulations described in Title VI of the Civil Rights Act of 1964, which prohibit the exclusion of participation in, deny benefits, or be subject to discrimination because of race, color, national origin, handicap, age, or religion, under any program or activity receiving federal financial assistance.
5. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work in this project must certify he or she will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining and Federal contract, grant or any other award covered in 31 U.S.C. 1352 Byrd Anti-Lobbying Amendment.
6. Any CONTRACTOR(s) or SUBCONTRACTOR(s) performing work on this project must comply with the requirements of 40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act, which apply to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

PART V – SCOPE OF SERVICES

- A. The Jefferson County Board of County Commissioners is seeking services proposals for the potential grant of an exclusive franchise for all or part of unincorporated Jefferson County for the provision of voluntary residential solid waste collection and disposal services. Proposed services shall include collection and disposal of residential household garbage on a voluntary monthly basis, including provision for recycling. In addition, the proposal can include a description of proposed additional voluntary collection services for commercial customers, and for collection and disposal special waste such as yard waste, hazardous waste, and construction and demolition debris, on an as needed basis and for an additional fee. However, services

to commercial customers, and for the collection of special waste, shall not be subject to exclusive franchise, and others may also provide such services.

- B. The proposed services are to be provided directly to customers through a voluntary services agreement between the customer and the services provider. The County will not be a party to the services agreement between the customer and services provider and will not in any way be responsible for the services provided or collection of fees for the services. Entering into a services agreement for provision of services pursuant to the franchise would be entirely voluntary and at the sole option of the customer, and no potential customer will be compelled to enter into a services agreement.
- C. The franchise, if granted, shall entitle the franchisee to act as the sole provider of voluntary solid waste collection and disposal services for residential household garbage and recycling within the franchise area, as consistent with the proposal selected and subject to any limitations and conditions in the franchise agreement. The County has no information as to the profitability of providing such services. As such, providing services to customers pursuant to any franchise granted shall be the sole financial risk of the proposer.
- D. The qualifications solicited in the RFP are directed to the qualifications of the party making the proposal. As such, exclusive rights created by any franchise agreement may not be sold, assigned or transferred to a third party without the express written consent of the Board of County Commissioners. Further, any expansion of rights granted by the franchise agreement would be subject to an additional separate competitive solicitation.
- E. The County currently imposes an annual solid waste disposal services non-ad valorem special assessment. Customers of the services to be provided pursuant to this RFP will continue to be legally responsible for annual payment of the annual solid waste disposal services non-ad valorem special assessment.
- F. The services provider must comply with all Federal and State environmental, workplace, equal employment, and other regulations applicable to solid waste collection and disposal operations and shall be solely responsible for regulatory compliance.
- G. It is anticipated that the franchise agreement will have a term of _____ years.

PART VI – SELECTION CRITERIA AND PROCESS

- A. Proposers shall include the following information in their written response document:

- 1. Title Page**

Title page shall show the proposal subject; RFP number, if any; the proposer's name; the name, address and telephone number of the contact person; and the date of the proposal.

2. Transmittal Letter

The response shall contain a cover letter signed by a person who is authorized to commit the proposer to provide the services and should identify all material's and enclosures being forwarded in the response to the RFP.

3. Summary of Qualifications (scored 0 through 5, multiplied by 2)

Describe experience with solid waste collection and disposal services.

Include a description of any previous experience with provision of the same or similar services pursuant to a local government franchise.

Provide a brief description of business history of the entity (or entity principal) making the proposal.

Provide a resume for those individuals who will be primarily responsible for managing provision of the proposed services.

4. Description of Proposed Services (scored 0 through 5, multiplied by 3)

Specify those areas of the County expected to be primarily served, if known.

Specify the types of solid waste, which shall include residential household garbage and recycling.

Specify the frequency and method of proposed solid waste collection, including a description of the vehicles to be utilized.

Specify whether standardized waste collection containers will be provided to customers.

Provide a description of the proposed method of disposal of the categories of solid waste to be collected, including, as a minimum, disposal of residential household garbage and recycling.

Specify whether any special arrangements will be needed for disposal.

Describe the proposed system for collection, handling, transport, transfer and disposal of solid waste collected. Include a description of the location of any proposed transfer facilities, and the location of facilities for the maintenance and cleaning of vehicles used for waste collection and transport.

Specify anticipated number of employees and the time in which such employment level is expected to be achieved.

Specify whether provision of services pursuant to the proposal will result in any additional cost savings or expense to the County. If additional expense is expected, specify how the County will be compensated or reimbursed for such additional cost or expense.

Describe the proposed procedure for contact and response to requests for additional services and complaints by customers.

5. Fees for Services (scored 0 through 5)

Specify the anticipated services fees to be charged to customers for collection of residential household garbage, including recycling. Include a description of how fees will be adjusted in the future, such as based on the consumer price index.

6. Proposed Primary Contact (not scored)

Identify the individual with the proposer who will be designated as to the primary contact with the County for purposes of implementing the proposal.

7. References (not scored)

Provide a list of at least three client or business references.

8. Proposed Contract (not scored)

Provide a copy of the proposed Voluntary Solid Waste Collection Services Franchise Agreement, if such a document is available at the time the proposal is submitted. Approval of the award does not constitute approval of any draft Agreement, which is subject to negotiation and approval (if satisfactory to the County) subsequent to the award.

B. The Proposer's response will be scored by Committee members in accordance with the following scale:

Description

0 = No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided.

1 = "Poor": Proposal is lacking or inadequate in most basic requirements for the specific criteria.

2 = "Below Average": Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects.

3 = "Average": Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the City's needs.

4 = “Above Average”: Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect.

5 = “Excellent”: Proposal exceeds the minimum requirements in most aspects of the specific criteria.

C. Review and Selection

The Selection Review Committee will consider the most qualified proposer, based on the high score among all the proposals submitted and reviewed, that demonstrates the knowledge, qualification and ability to complete the intended Scope of Work based on the above listed criteria provided by the proposers. A proposer’s ability to successfully provide the services specified in the Scope of Work should be based on their demonstrated qualifications, past provision of similar services, financial responsibility, additional employment created, reasonableness of costs and charges, and favorable methods of providing the proposed services.

Review of all responses to the Request for Proposals received will proceed as follows:

- i. The Review Committee will review all written documents submitted;
- ii. The Committee’s ranking of prospective firms shall be based on the Evaluation Criteria listed above;
- iii. The Committee may request oral presentations/interviews from the Respondent when establishing the recommended priority or short list. Respondents will be notified of dates and times of any interviews.

D. Direct one-on-one contact with any of the Board of County Commissioners members, the County Coordinator, or County Attorney is not allowed during the short listing process unless initiated by the County to request specific information to understand information submitted in the proposal.

E. The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best services the overall interests of the County. The County Commission’s decision on these matters shall be final.

PART VII – SMALL, WOMEN, MINORITY AND LABOR SURPLUS PARTICIPATION

The County encourages the use of small, women, minority and labor surplus business enterprises to participate in this Request for Qualifications process. The County will conduct the following six (6) required affirmative steps to contracting with small, minority, women and labor surplus business enterprises, as required by 2 CFR §200.321:

1. Establish a qualified small, minority, and women's business enterprises on a solicitation list.
2. Ways to assure that small, minority, and women's business enterprises are solicited whenever there are potential resources.
3. Dividing the total requirements, when economically feasible, into smaller tasks or quantities permit maximum participation by small, minority, and women's business enterprises.
4. Establish a delivery schedule, where requirement permits, which encourages participation from small, minority, and women's business enterprises.
5. Use services provided by SBA or other organizations to encourage participation from small, minority, and women's business enterprises.
6. Require the prime contractor to consider the 5 affirmative steps above when selecting subcontractors.

PART VIII – DISADVANTAGED BUSINESS ENTERPRISES

The Jefferson County Board of County Commissioners hereby affirms that it will affirmatively ensure that any Disadvantaged Business Enterprise will be afforded full opportunity to submit Statement of Qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award.

PART IX - REQUIRED FORMS

The person authorized and responsible for binding this proposal must complete, sign and include the following forms in order to be considered a Respondent to this RFP. Respondents whom do not complete, sign and include these forms in their proposal will be deemed unresponsive and will be disqualified during the Evaluation Process.

1. Certificate(s) of Insurance or Sworn Statement from Insurance Agent
2. Hold Harmless, Release and Indemnity Agreement (Only applicable when State of Florida Worker's Compensation Exemption is being used)
3. Exhibit A - Florida Public Entity Crimes Statement as required by F.S. §287.133(3)(a)
4. Exhibit B - Byrd Anti-Lobbying Amendment Certification Form
5. Exhibit C - Copeland Anti-Kickback Act (40 U.S.C. 3145) Certification Form
6. Exhibit D - Drug Free Workplace Statement as outlined by F.S. §287.087
7. Exhibit E – Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

PART X – RFP TIMELINE

SCHEDULE	DATE/TIME
Advertisement Request for Proposal	
Deadline for Questions	
Proposal Submission Due Date and Time	
Evaluation Committee Meeting (Public Meeting)	
Responding Firms Oral Interview (if necessary)	
Board Approval of Selection and Award (subject to change)	

PART XI – TITLE VI NONDISCRIMINATION POLICY STATEMENT

Jefferson County values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the County believes that the best public policy and governmental services result from careful consideration of the needs of all of its communities and when those communities are involved in the public policy and governmental services decision making process. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and related laws and regulations, the County will not exclude from participation in, deny benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

[END OF RFP INSTRUCTIONS]

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

**(This form must be signed and sworn to in the presence of a notary public or other
official authorized to administer oaths.)**

1. This sworn statement is submitted to _____

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2017), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (2017), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (2017), means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an

arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (2017), means any natural person or entity organized under the laws of any state or of the United

States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[signature] [date]

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____

[Name of individual

signing]

who, after first being sworn by me, affixed his signature in the space provided above on
this

_____ day of _____, 20 ____.

NOTARY PUBLIC _____

My commission expires: _____

**EXHIBIT B - Byrd Anti-Lobbying Amendment
Contractor Certification Form**

_____, as a proposed contractor for _____, certify
(Name of Contractor) (RFQ/RFP/Bid NO.)
that any Contractor employee or Subcontractor performing work on this project must
comply with regulations described in the Byrd Anti-Lobbying Amendment (31 U.S.C.
1352), which requires that each Contractor or Subcontractor employee certifies that he or
she has not used any Federal appropriated funds to pay any person or organization for
influencing or attempting to an officer or employee of any agency or Congress in
connection with obtaining any Federal contract, grant or any other award.

By my signature, as the Authorized Official for the Respondent, I affirm that all
Contractor and Subcontractor employees understand and agree with the Byrd Anti-
Lobbying Amendment requirements described above.

CONTRACTOR:

By: _____
Signature

Authorized Official Name

Authorized Official Title

Street Address

City, State, Zip

Date

EXHIBIT C - Copeland Anti-Kickback Act (40 U.S.C. 3145)
Contractor Certification Form

_____, as a proposed contractor for _____, certify
(Name of Contractor) (RFQ/RFP/Bid NO.)
that any Contractor employee or Subcontractor performing work on this project must
comply with regulations described in the Copeland “Anti-Kickback Act” (40 U.S.C.
3145), which provides that each Contractor or Subcontractor must be prohibited from
inducing, by any means, any person employed in the construction, completion, or repair
of public work, to give up any part of the compensation to which he or she is otherwise
entitled.

By my signature, as the Authorized Official for the Respondent, I affirm that all
Contractor and Subcontractor employees understand and agree with the Copeland “Anti-
Kickback Act” requirements described above.

CONTRACTOR:

By: _____
Signature

Authorized Official Name

Authorized Official Title

Street Address

City, State, Zip

Date

EXHIBIT D - DRUG FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business/Company/Consultant Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities, professional or contractual services that are obligated under this solicitation/contractual arrangement a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Company Name

Street Address

City, State, Zip Code

Phone

Authorized Official Name

Signature

Authorized Official Title

Date

**EXHIBIT E - Federal Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

REPORT DATE	02/10/2021	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS						PAGE	1
SYSTEM DATE	02/10/2021	LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER						TIME	15:46:06
FILES ID	B							USER	KNEWBERRY
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	02/18/2021	-	372711	02/03/2021	VR	19021821-054	Mtr#72566	55.62	.00
Advanced Business System	02/18/2021	-	372711	02/03/2021	VR	28021821-055	Mtr#72566	55.62	.00
		CHECK TO VENDOR==>	VENDOR	ADVBUSIN	Advanced Business Systems	TOTALS		111.24	.00
BancorpSouth	02/18/2021	-	690913	02/03/2021	VR	22021821-051	#002-0070780-004	3499.91	.00
		CHECK TO VENDOR==>	VENDOR	BANCORPS	BancorpSouth	TOTALS		3499.91	.00
Berger Singerman	02/18/2021	-	234938	02/04/2021	VR	01021821-009	Client#28614-0001	3391.71	.00
		CHECK TO VENDOR==>	VENDOR	BERGERSI	Berger Singerman	TOTALS		3391.71	.00
Big Bend-Eubanks Termite	02/18/2021	-	233782	02/03/2021	VR	01021821-002	#8522 Monthly Pest Ctrl	400.00	.00
		CHECK TO VENDOR==>	VENDOR	BIGBTERM	Big Bend-Eubanks Termite	TOTALS		400.00	.00
Tim Carter	02/18/2021	-	02012101	02/01/2021	VR	14021821-046	Conference	225.00	.00
		CHECK TO VENDOR==>	VENDOR	CARTERTI	Tim Carter	TOTALS		225.00	.00
CenturyLink	02/18/2021	-	00180121	01/17/2021	VR	01021821-012	Act#424520018	185.40	.00
CenturyLink	02/18/2021	-	09820221	02/01/2021	VR	01021821-014	Act#311120982	60.00	.00
CenturyLink	02/18/2021	-	87870221	02/01/2021	VR	01021821-017	Act#312248787	66.07	.00
CenturyLink	02/18/2021	-	87870221	02/01/2021	VR	01021821-018	Act#312248787	66.07	.00
CenturyLink	02/18/2021	-	87871220	12/01/2020	VR	01021821-015	Act#312248787	66.07	.00
CenturyLink	02/18/2021	-	87871220	12/01/2020	VR	01021821-016	Act#312248787	66.07	.00
		CHECK TO VENDOR==>	VENDOR	CENTLINK	CenturyLink	TOTALS		509.68	.00
City of Monticello	02/18/2021	-	01190121	01/21/2021	VR	01021821-032	Act#00020119	59.05	.00
		CHECK TO VENDOR==>	VENDOR	CITYMONT	City of Monticello	TOTALS		59.05	.00
Corinne's Winner Center	02/18/2021	-	01202101	01/20/2021	VR	01021821-041	RecPark-Trophies	442.50	.00
		CHECK TO VENDOR==>	VENDOR	CORINNES	Corinne's Winner Center	TOTALS		442.50	.00
Duke Energy	02/18/2021	-	22830121	01/29/2021	VR	19021821-057	Act#6872002283	9.46	.00
Duke Energy	02/18/2021	-	22830121	01/29/2021	VR	28021821-056	Act#6872002283	9.45	.00
Duke Energy	02/18/2021	-	35520121	01/29/2021	VR	01021821-020	Act#0392903552	353.86	.00
Duke Energy	02/18/2021	-	82110121	01/29/2021	VR	01021821-019	Act#1554238211	19.42	.00
		CHECK TO VENDOR==>	VENDOR	DUKE	Duke Energy	TOTALS		392.19	.00
Fotia Services, LLC	02/18/2021	-	7711	02/03/2021	VR	01021821-006	Courthouse-Annual Inspec	140.20	.00

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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 FOTIA		Fotia Services, LLC	TOTALS	140.20	.00	
GOVCONNECTION, INC	02/18/2021	-	70876034	01/14/2021	VR 01021821-003	#15054549 Wireless Combo	27.61	.00	
			CHECK TO VENDOR==>VENDOR GOVCONNE		GOVCONNECTION, INC	TOTALS	27.61	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	87793	01/04/2021	VR 01021821-038	#300166 Deck Screw	13.99	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	87925	01/06/2021	VR 01021821-037	#300166 Bleach,Bulb	26.06	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	88062	01/08/2021	VR 01021821-036	#300166 Wrench,Bleach	33.06	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	88432	01/14/2021	VR 01021821-035	#300166 Glove,Sprayer	40.14	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	88783	01/21/2021	VR 01021821-034	#300166 Ground Contact	84.60	.00	
Gulf Coast Lumber/Supply	02/18/2021	-	89038	01/26/2021	VR 01021821-033	#300166 Bleach,SafetyGlas	25.84	.00	
			CHECK TO VENDOR==>VENDOR GULFCOLU		Gulf Coast Lumber/Supply*	TOTALS	223.69	.00	
HiTouch Business Service	02/18/2021	-	73240948	02/04/2021	VR 01021821-007	#391454 File Pockets	71.56	.00	
			CHECK TO VENDOR==>VENDOR HITOUCH		HiTouch Business Services	TOTALS	71.56	.00	
Insight Public Sector,In	02/18/2021	-	00805184	01/26/2021	VR 23021821-053	Act#10146377 Printer	518.76	.00	
Insight Public Sector,In	02/18/2021	-	00805187	01/26/2021	VR 23021821-052	Act#10146377 Battery	155.00	.00	
			CHECK TO VENDOR==>VENDOR INSIGHT		Insight Public Sector,Inc	TOTALS	673.76	.00	
Jeff.Co. Clerk of Courts	02/18/2021	-	01312101	01/31/2021	VR 01021821-001	Filing Fees 01/21	1330.00	.00	
			CHECK TO VENDOR==>VENDOR JEFCLERK		Jeff.Co. Clerk of Courts	TOTALS	1330.00	.00	
Jefferson Community Wate	02/18/2021	-	12000121	01/29/2021	VR 19021821-050	Act#0311200	38.79	.00	
Jefferson Community Wate	02/18/2021	-	18000121	01/29/2021	VR 01021821-021	Act#0201800	38.50	.00	
Jefferson Community Wate	02/18/2021	-	20000121	01/29/2021	VR 01021821-004	Act#0212000	38.50	.00	
Jefferson Community Wate	02/18/2021	-	37000121	01/29/2021	VR 19021821-049	Act#0403700	39.93	.00	
			CHECK TO VENDOR==>VENDOR JEFFCOMM		Jefferson Community Water	TOTALS	155.72	.00	
Jeff Cnty Sheriff's Offi	02/18/2021	-	02012101	02/01/2021	VR 14021821-047	Conference Hotel Fee	1000.00	.00	
			CHECK TO VENDOR==>VENDOR JEFFCOSH		Jeff Cnty Sheriff's Offic	TOTALS	1000.00	.00	
Monticello Carquest Inc.	02/18/2021	-	38223320	01/07/2021	VR 01021821-040	Cust#253 Towel,FilterPane	9.50	.00	
Monticello Carquest Inc.	02/18/2021	-	38224438	01/27/2021	VR 01021821-039	Cust#253 Oil, Hose Clamp	15.43	.00	
			CHECK TO VENDOR==>VENDOR MONTCARQ		Monticello Carquest Inc.	TOTALS	24.93	.00	
Office Depot*	02/18/2021	-	17264733	01/31/2021	VR 01021821-022	#41599691 Ink	65.63	.00	
Office Depot*	02/18/2021	-	17264733	01/31/2021	VR 01021821-023	#41599691 PostIt,Coffee	48.01	.00	
Office Depot*	02/18/2021	-	17264733	01/31/2021	VR 01021821-024	#41599691 Coffee	14.99	.00	

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		CHECK TO VENDOR==>VENDOR OFFDEP		Office Depot*		TOTALS	128.63	.00	
Property & Evidence Asso	02/18/2021	-	02012101	02/01/2021	VR 14021821-048	Conference Registration	800.00	.00	
		CHECK TO VENDOR==>VENDOR PEAFF		Property & Evidence Assoc		TOTALS	800.00	.00	
Quadient Finance USA, Inc	02/18/2021	-	02022101	02/02/2021	VR 01021821-008	#7900 0110 0247 9908	550.00	.00	
		CHECK TO VENDOR==>VENDOR QUADIENT		Quadient Finance USA, Inc.		TOTALS	550.00	.00	
Jefferson Co. Road Dept.	02/18/2021	-	01312106	02/03/2021	VR 01021821-029	Building Dept Fuel	184.06	.00	
Jefferson Co. Road Dept.	02/18/2021	-	01312107	02/03/2021	VR 01021821-010	Extension Fuel	49.80	.00	
Jefferson Co. Road Dept.	02/18/2021	-	01312109	02/03/2021	VR 01021821-030	Recreation Fuel	130.92	.00	
Jefferson Co. Road Dept.	02/18/2021	-	12312009	01/06/2021	VR 01021821-031	Recreation Fuel	190.44	.00	
		CHECK TO VENDOR==>VENDOR RDDEPT		Jefferson Co. Road Dept.		TOTALS	555.22	.00	
Redwire	02/18/2021	-	270639	01/25/2021	VR 01021821-042	#W1M1603 Extension	82.02	.00	
		CHECK TO VENDOR==>VENDOR REDWIRE		Redwire		TOTALS	82.02	.00	
Keith Roddenberry	02/18/2021	-	355794	02/05/2021	VR 01021821-011	Lawn Service	50.00	.00	
		CHECK TO VENDOR==>VENDOR RODDENBE		Keith Roddenberry		TOTALS	50.00	.00	
Sonitrol of Tallahassee	02/18/2021	-	272997	02/05/2021	VR 01021821-026	#R1M601957 Courthouse	59.00	.00	
		CHECK TO VENDOR==>VENDOR SONITROL		Sonitrol of Tallahassee		TOTALS	59.00	.00	
Talquin Portable Restroo	02/18/2021	-	21-57098	01/25/2021	VR 01021821-043	Monthly Rental	214.00	.00	
		CHECK TO VENDOR==>VENDOR TALQUINR		Talquin Portable Restroom		TOTALS	214.00	.00	
Toshiba Financial Servic	02/18/2021	-	28676819	02/01/2021	VR 01021821-027	#014-1321378-000	145.00	.00	
Toshiba Financial Servic	02/18/2021	-	28676819	02/01/2021	VR 01021821-028	#014-1321378-000	35.00	.00	
		CHECK TO VENDOR==>VENDOR TOSHIBA2		Toshiba Financial Service		TOTALS	180.00	.00	
UniFirst Corporation	02/18/2021	-	0227756	02/04/2021	VR 01021821-005	Cust#1311916	129.77	.00	
		CHECK TO VENDOR==>VENDOR UNIFIRST		UniFirst Corporation		TOTALS	129.77	.00	
Verizon Wireless	02/18/2021	-	98719652	01/23/2021	VR 01021821-013	#842179031-1 #9871965246	72.14	.00	
		CHECK TO VENDOR==>VENDOR VERIZONW		Verizon Wireless		TOTALS	72.14	.00	
Dan Williams	02/18/2021	-	02012101	02/01/2021	VR 14021821-044	Conference	155.00	.00	
Dan Williams	02/18/2021	-	02012102	02/01/2021	VR 14021821-045	Conference Mileage	202.92	.00	
		CHECK TO VENDOR==>VENDOR WILLIAMS		Dan Williams		TOTALS	357.92	.00	

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
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2k webgroup	02/18/2021	-	9079	02/01/2021	VR 01021821-025	Monthly Maint & Hosting	236.45	.00
		CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup				TOTALS	236.45	.00
			CASH ACCOUNT #	011010000		TOTALS	16093.90	.00
			BANK ACCOUNT #	0101001611		TOTALS	16093.90	.00
					FINAL REPORT TOTALS		16093.90	.00

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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

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CASH CODE 01001

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END OF REPORT

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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	02/18/2021	-	33995	01/04/2021	VR 11021821-008	RoadDept-Tires (2)	650.30	.00
Big Bend Tire	02/18/2021	-	34002	01/04/2021	VR 11021821-007	RoadDept-Tire Repair	95.00	.00
Big Bend Tire	02/18/2021	-	34021	01/05/2021	VR 11021821-009	RoadDept-Tire Repair	125.00	.00
Big Bend Tire	02/18/2021	-	34093	01/06/2021	VR 11021821-010	RoadDept-Tires (2)	453.98	.00
						CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire TOTALS	1324.28	.00
Conrad Yelvington Distri	02/18/2021	-	1418200	01/25/2021	VR 11021821-016	Limerock Base	1268.99	.00
						CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib TOTALS	1268.99	.00
Duke Energy	02/18/2021	-	61050121	02/04/2021	VR 11021821-001	Act#9734176105	634.18	.00
						CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS	634.18	.00
Jones Welding & Industri	02/18/2021	-	00592000	01/31/2021	VR 11021821-013	#58688 Cylinder Rental	76.26	.00
						CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS	76.26	.00
Mobile Communications	02/18/2021	-	80058458	02/05/2021	VR 11021821-003	#11099 GPS	523.75	.00
						CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications TOTALS	523.75	.00
Morris Petroleum, Inc*	02/18/2021	-	02012101	02/01/2021	VR 11021821-014	Road Dept Fuel	16913.88	.00
						CHECK TO VENDOR==>VENDOR MORRISPE Morris Petroleum, Inc* TOTALS	16913.88	.00
Nextran Truck Centers	02/18/2021	-	21P1493	01/29/2021	VR 11021821-012	#70222T FilterKits,Filter	1042.59	.00
						CHECK TO VENDOR==>VENDOR NEXTRAN Nextran Truck Centers TOTALS	1042.59	.00
Omega Rail Management In	02/18/2021	-	20DOT625	02/02/2021	VR 11021821-004	#DOT625529Y CR-257	615.00	.00
						CHECK TO VENDOR==>VENDOR OMEGA Omega Rail Management Inc TOTALS	615.00	.00
Quality Pavement Repair	02/18/2021	-	22125822	01/22/2021	VR 11021821-015	#666815 50lb Bags	1449.00	.00
						CHECK TO VENDOR==>VENDOR QUALPAVE Quality Pavement Repair TOTALS	1449.00	.00
SUTTON'S MACHINE REPAIR	02/18/2021	-	5502	01/26/2021	VR 11021821-011	RoadDept-RepairTrailer	608.84	.00
						CHECK TO VENDOR==>VENDOR SUTTONSM SUTTON'S MACHINE REPAIR TOTALS	608.84	.00
TRACTOR SUPPLY COMPANY	02/18/2021	-	00394006	01/12/2021	VR 11021821-002	BulldogAFrameCouple,Chain	166.42	.00

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			CHECK TO VENDOR==>VENDOR TRACTORS		TRACTOR SUPPLY COMPANY	TOTALS	166.42	.00
Tri-County Electric Coop	02/18/2021	-	90060121	01/28/2021	VR 11021821-006	Act#72001059006	30.77	.00
			CHECK TO VENDOR==>VENDOR TRI-CO.		Tri-County Electric Coop.	TOTALS	30.77	.00
UniFirst Corporation	02/18/2021	-	0227774	02/04/2021	VR 11021821-005	Cust#1508769	213.08	.00
			CHECK TO VENDOR==>VENDOR UNIFIRST		UniFirst Corporation	TOTALS	213.08	.00
			CASH ACCOUNT # 111010000			TOTALS	24867.04	.00
			BANK ACCOUNT # 0101006511			TOTALS	24867.04	.00
						FINAL REPORT TOTALS	24867.04	.00

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SUMMARY PAGE INFORMATION

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VENDOR
VOUCHER TO 99999999
CASH CODE 08008

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

**Grant Writing Consultant Agreement between
Jefferson County Board of County Commissioners and Langton Associates, Inc.**

This consulting agreement made on this 20th day of **February 2020**, by and between Jefferson County Board of County Commissioners hereinafter referred to as "Jefferson County BOCC" and Langton Associates, Inc., hereinafter referred to as "Consultant", to provide professional Grant Writing Consultant services per **RFP 2020021420-01**, under the following terms and conditions:

TERM OF AGREEMENT: Consultant agrees to provide professional Grant Writing Consultant services to Jefferson County BOCC for the initial term commencing **March 1, 2020** and ending **February 28, 2021**, and can be renewed for two (2) additional one (1) year periods, with Board approval.

SCOPE OF SERVICES: Consultant agrees to exercise its best efforts to obtain governmental grants and benefits for client. It is understood, however, that the Consultant cannot guarantee results that any certain amount of funds will be obtained for Jefferson County BOCC. Pursuant to this Agreement, Consultant agrees to provide specific services as follows:

1. Funding Needs Assessment and Strategic Grants Plan
2. Grant Funding Research
3. Grant Development and Submission
4. Follow-up Technical Assistance
5. SMARTGrants™ E-mail Alerts
6. Monthly Progress Reporting
7. Periodic Presentations to BOCC

COMPENSATION: In exchange for Consultant performing these services as established herein and devoting his time, Jefferson County BOCC agrees to pay Consultant professional fees in an annual sum of \$35,000.00 to be billed in monthly installments of \$2,916.66 for the first eleven (11) months and \$2,916.74 during twelfth month.

CONTRACT TERMINATION: Consultant agrees to devote the necessary time and performance of his duties for Jefferson County BOCC. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this contract can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

- A. As to Consultant:
4830 Atlantic Boulevard
Jacksonville, Florida 32207
- B. As to Jefferson County BOCC:



MEMORANDUM

TO: Jefferson County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant – GSG, Inc. 

SUBJECT: Local Housing Assistance Plan

DATE: January 26, 2021

LOCAL HOUSING ASSISTANCE PLAN (LHAP)

Every three years each county is required by Florida Housing Finance Corporation (FHFC) to revise and update the LHAP that governs the county SHIP program. Attached is the proposed revised LHAP for the upcoming three-year period. No significant changes were made to this plan except for a revision to the maximum amount noted for the Demolition/Replacement strategy. We recommend increasing this limit from \$75,000 to \$100,000 to reflect the current conditions in the construction industry. As we all know, construction is booming now because of recent hurricane activity. This has caused contractors to be extremely busy and has caused construction material price increases as well.

This LHAP is required to be submitted to FHFC for their review by May 2, 2021. Please let me know if you have any questions.

Recommended Action: Approve submittal of the attached LHAP along with the signed Exhibits.

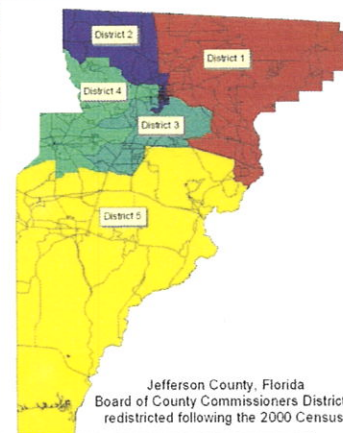
Attachments:

LHAP with Exhibits

JEFFERSON COUNTY



Jefferson County Courthouse



Jefferson County, Florida
Board of County Commissioners Districts
redistricted following the 2000 Census

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2021-2022, and 2022-2023, 2023-2024

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A. Expedited Permitting	
B. Ongoing Review Process	
C.	
Section IV, Exhibits	
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	

I. Program Details:

A. Name of the participating local government: Jefferson County

Is there an Interlocal Agreement: ☐ Yes ☒ No

B. Purpose of the program:

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2021-2022, and 2022-2023, 2023-2024

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. **Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time

applications were submitted as well as any established funding priorities as described in this plan.

Priorities for funding described here apply to all strategies unless otherwise stated in the strategy: The County will accept applications during the advertised "Application Period" which will be 30 days. From the end of the application period, applicants will have 30 days to submit all required documentation in order to be deemed eligible. Applications will be placed in order of receipt and separated based on strategy applied for. When funds are available for a particular strategy, the applicants from the waiting list will be contacted to complete/update the application for SHIP assistance. Applicants will be placed in the queue for assistance once they have provided all required documentation and been deemed SHIP eligible.

Once there is a list of eligible applicants, they will be ranked giving first priority to households qualifying as Special Needs households. These applicants will further be ranked with priority given to very-low income, then low, then moderate. The second priority will be to serve Essential Services Personnel (ESP). These applicants will further be ranked with priority given to very-low income, then low, then moderate. After serving enough Special Needs households to meet set-asides and any qualified ESP for the funding year, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups.

Ranking Priority:

1. Special Needs Households
 - a. Very low
 - b. Low
 - c. Moderate
 2. Essential Services Personnel
 - a. Very low
 - b. Low
 - c. Moderate
 3. After Special Needs Set-asides and ESP goals are met
 - a. Very Low
 - b. Low
 - c. Moderate
- J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling: Support services are available from various sources. The county will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Foreclosure Counseling through qualified HUD approved agencies.
- L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

☒

U. S. Treasury Department

☐

Local HFA Numbers

- M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

- N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall periodically monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget: A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Jefferson County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:

"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local*

housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration: 1. A third party entity or consultant will be contracted for all or part of the administration of the program. The name of the entity is: Government Services Group, Inc.

The administrative duties they will provide are: Administration, Construction Project Management

- R. Project Delivery Costs: In addition to the administrative costs listed above, the county will charge a reasonable project delivery cost to cover inspections performed by non-county employees for rehabilitation projects. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note. Project Delivery Costs will not be charged unless the Allowable Administrative Fee falls below 10% of awarded funds.
- S. Essential Service Personnel Definition: For purpose of SHIP funding, the county considers the following groups as Essential Services to our county: First Responders, Educators in K-12, Nurses, Active Military, National Guard stationed in the county.
- T. Describe efforts to incorporate Green Building and Energy Saving products and processes: The county will, when economically feasible, employ the following Green Building requirements on rehabilitation and emergency repairs:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 3. Energy Star qualified refrigerator;
 4. Energy Star qualified dishwasher, if provided;
 5. Energy Star qualified washing machine, if provided in units;
 6. Energy Star qualified exhaust fans in all bathrooms; and
 7. Air conditioning: Minimum SEER of 14. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
- U. Describe efforts to meet the 20% Special Needs set-aside: The county will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the down payment assistance, owner occupied rehabilitation, demolition/reconstruction, and disaster repair/mitigation strategies.
- V. Describe efforts to reduce homelessness: The county will offer Down Payment Assistance to homeless persons that are eligible.

Section II. LHAP Strategies:

<i>A. Owner Occupied Rehabilitation</i>	<i>Code 3</i>
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- a. Summary of Strategy: SHIP funds will be awarded to households in need of repairs to correct code violations, health and safety issues, electrical, plumbing, roofing, windows and other structural items. Cosmetic items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.
- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very low, low
- d. Maximum award: Very Low \$40,000
 Low \$40,000
- e. Terms
 1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in Loan term: 7 years
 4. Forgiveness: Loan is forgiven on a prorated basis so that 14.29% of the principal is forgiven annually.
 5. Repayment: Not required as long as the loan is in good standing.
 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for rehabilitation assistance.
- i. Subordination Policy: County will consider suborning the mortgage only for the applicant receiving a mortgage that reduces the monthly mortgage payment, no cash outs, and no additional loan proceeds going to other parties.

B. Purchase Assistance	Code 2
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- a. Summary of Strategy: SHIP funds will be awarded for downpayment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award:

Very Low:	\$30,000
Low	\$25,000
Moderate	\$20,000
- e. Terms:
 - 1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Years in Loan term: 7 years (very-low, low and moderate),
 - 4. Forgiveness: For very-low, low and moderate income categories, the funds will be forgiven on a prorated basis so that 14.29% of the principal is

forgiven annually.

5. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender. Applicants are limited to one-time assistance under the SHIP program. Mobile homes are not eligible for purchase assistance.
- i. Subordination Policy: County will consider suborning the mortgage only for the applicant receiving a mortgage that reduces the monthly mortgage payment, no cash outs, and no additional loan proceeds going to other parties.

<i>C. Disaster Mitigation</i>	<i>Code 5</i>
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- a. Summary of Strategy: Funds will be awarded to applicants in need of home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:
 - 1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
 - 2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
 - 3. Repairs necessary to make the home habitable.
 - 4. Repairs to mitigate dangerous situations (exposed wires)
- b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: Very Low: \$5,000

Low: \$5,000

Moderate: \$5,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
2. Interest Rate: 0%
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:

1. Must provide proof of homeowner's insurance
2. Must file for and use proceeds from insurance as first option

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Mobile homes are not eligible for disaster/mitigation assistance.

<i>D. Demolition/Reconstruction</i>	<i>Code 4</i>
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a. Summary of Strategy: The purpose of this strategy is to assist households whose mobile homes are more than fifty-one percent (51%) structurally unsound as determined by a certified Housing Rehabilitation Inspector or Building Inspector.

b. Fiscal Years Covered: 2021-2022, and 2022-2023, 2023-2024

c. Income Categories to be served: Very low, low

d. Maximum award: Very Low \$100,000
Low \$100,000

e. Terms

1. Repayment Loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in Loan term: 20 years
4. Forgiveness: Loan is forgiven on a prorated basis so that 5% of the principal is forgiven annually.
5. Repayment: Not required as long as the loan is in good standing.

6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
- g. Sponsor/Developer Selection Criteria: N/A
- h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Applicants are limited to one-time assistance under the SHIP program. Only Mobile homes are eligible for Demolition/Reconstruction assistance, replacement with a site built home only.
- i. Subordination Policy: County will consider suborning the mortgage only for the applicant receiving a mortgage that reduces the monthly mortgage payment, no cash outs, and no additional loan proceeds going to other parties.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

- B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

- C. Other Incentive Strategies Adopted:

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: N/A (If changed from the original creating ordinance).
- G. Interlocal Agreement N/A
- H. Other Documents Incorporated by Reference

Jefferson County

Fiscal Year: 2021-2022	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other* - Consultant	\$ 35,000.00
Total	\$ 35,000.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.	
Details:	

Exhibit B
Timeline for SHIP Expenditures

Jefferson County affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	1 st Year AR	2 nd Year AR	Closeout AR
2021-2022	6/30/2023	6/30/2024	9/15/2022	9/15/2023	9/15/2024
2022-2023	6/30/2024	6/30/2025	9/15/2023	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2024	9/15/2025	9/15/2026

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1 st Year AR Not Submitted	2 nd Year AR Not Submitted	Closeout AR Not Submitted
2021-2022	3/30/2023	3/30/2024	6/15/2022	6/15/2023	6/15/2024
2022-2023	3/30/2024	3/30/2025	6/15/2023	6/15/2024	6/15/2025
2023-2024	3/30/2025	3/30/2026	6/15/2024	6/15/2025	6/15/2026

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

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					DEVELOPMENTS
Percentage Construction/Rehab (75% requirement)				81.4%	OK
Homeownership % (65% requirement)				100.0%	OK
Rental Restriction (25%)				0.0%	OK
Very-Low Income (30% requirement)			\$ 285,000	81.4%	OK
Low Income (30% requirement)			\$ 30,000	8.6%	OK
Moderate Income			\$ -	0.0%	

[illegible]

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity:

Jefferson County

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

Witness

Stephen Walker, Chair
Type Name and Title

Date

OR

Attest:
(Seal)

RESOLUTION #: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS the Economic and Community Development Department has prepared a three-year Local

Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS the County Commission finds that it is in the best interest of the public for the Jefferson County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The BOARD OF COUNTY COMMISSIONERS of JEFFERSON COUNTY hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for fiscal years 2021-2022, 2022-2023, 2023-2024.

Section 2: The CHAIRMAN, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

Stephen Walker, Chairman

(SEAL)

ATTEST:

Kirk Reams, County Clerk

Professional Consultant Services Agreement:
Sand County Studios, LLC, and
Jefferson County Board of County Commissioners for
Wacissa River Access and Park Improvements Planning

This Agreement, made this ___ day of _____, 2021, by and between **Sand County Studios, LLC**, a Foreign Limited Liability Company, authorized to do business in the State of Florida, whose address is 1272 W. Spring St. SE, Smyrna, GA 30080, hereby recognized as the awarded respondent for **RFP# 20201223-01 Professional Consultant Services for Wacissa River Access and Park Improvements Planning** for the Jefferson County Board of County Commissioners per the specifications and proposal guidelines in EXHIBIT A – OBJECTIVES AND SCOPE OF WORK and hereinafter referred to as “**CONSULTANT**” and the **Jefferson County Board of County Commissioners**, with its principal place of business located at 1 Courthouse Circle, Monticello, FL 32344, and hereinafter referred to as “**COUNTY**.”

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

I. TERMS AND CONDITIONS: CONSULTANT understands that the Services required for completion of this Agreement must be delivered in compliance with all applicable Federal regulations, Executive Orders, and U.S. Department of Treasury, RESTORE Act Program Standard Terms and Conditions, amended December 2018, as well as COUNTY standard terms and conditions, as specified in “EXHIBITS B and C – STANDARD TERMS AND CONDITIONS.” All the terms and conditions set forth on any addendum or exhibit attached to this Agreement are made part of this Agreement and are hereby incorporated by reference herein.

This Agreement may be executed in multiple counterparts.

II. SERVICES: CONSULTANT will provide Services as ordered by the County on a task order basis that provides a detailed Scope of Work along with a detailed period of performance, compensation schedule, and billing process. Services covered by this Agreement will be performed in accordance with this Agreement, including Exhibits and Task Orders. This Agreement supersedes all prior agreements, representations and understandings and may only be changed by written addenda executed by both parties. CONSULTANT will not render Services until a Task Order is executed by both parties and same is delivered to the COUNTY.

III. PAYMENT TERMS: COUNTY shall pay CONSULTANT a sum not to exceed the total amount of authorized grant funds of forty-four thousand five hundred eighty dollars (\$44,580) as specified in the RFP. CONSULTANT understands that payment of grant funds will not be rendered until all invoices and required supplemental documentation has been approved by the COUNTY and Federal grantor, when applicable. COUNTY will conduct a compliance review of all invoices, which shall include authorization and approval by the COUNTY prior to disbursement to CONSULTANT. Invoices will be developed using a COUNTY approved template and billed on an hourly basis, at a pre-negotiated and approved rate by CONSULTANT employee.

IV. PROHIBITION AGAINST CONTINGENCY FEES: CONSULTANT warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that CONSULTANT has not

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paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Agreement, without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

Jefferson County Board of County Commissioners
c/o County Coordinator
1484 S Jefferson Street
Monticello, FL 32344

Sand County Studios, LLC
c/o James L. Sipes
1272 W Spring St. SE
Smyrna, GA 30080

VI. COUNTY RESPONSIBILITY: Except as provided in “EXHIBIT A – SCOPE OF WORK” the COUNTY’s responsibilities are to furnish required information and services and render approvals and decisions as necessary for the orderly progress of CONSULTANT’s services. The COUNTY hereby designates the County Coordinator, or designee, to act on the COUNTY’s behalf with respect to the Scope of Work. The County Coordinator, or designee, shall have complete authority to transmit instructions, receive information, interpret and define COUNTY’s policies and decisions with respect to materials, elements and systems pertinent to CONSULTANT’s services.

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

VIII. INDEMNIFICATION, LIMITED LIABILITY AND HOLD HARMLESS: In connection with the services to be provided pursuant to this Agreement, CONSULTANT has warranted and represented that it has specialized knowledge and experience for the scope of work and/or delivery of these services it is being hired to perform. The COUNTY is relying upon these warranties and representations in this regard made by CONSULTANT. Accordingly, CONSULTANT agrees to hold COUNTY harmless from any and all damages and liability caused by CONSULTANT and its negligence with regard to its professional performance and services. Further, CONSULTANT agrees to indemnify and hold harmless the COUNTY and its elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture,

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demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by CONSULTANT of any of the agreements, representations, or warranties of CONSULTANT contained in this Contract, or caused by or resulting from any negligent, willful or otherwise tortious act or omission of CONSULTANT, its agents or employees, in connection with CONSULTANT's provision of services and obligations contemplated by this Agreement. The indemnity obligation of CONSULTANT under this section shall survive the expiration or termination of this contract, subject to any applicable statute of limitation.

By entering into this Agreement, the COUNTY explicitly does not waive any immunities, protections or privileges they have under Florida law including but not limited to the sovereign immunity protections afforded to Jefferson County, as a political subdivision of the State of Florida, under Florida Statute Section 768.28.

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

IX. AMENDMENT & ASSIGNMENT: This agreement may not be assigned, amended, or transferred without the prior written consent of the Jefferson County Board of County Commissioners.

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

CONSULTANT further represents it has thoroughly reviewed COUNTY's obligations under the RESTORE Act funding it is scheduled to receive through the U.S. Treasury and the CONSULTANT shall abide and satisfy all requirements of the COUNTY's OMB obligations, and in addition shall be bound by the following:

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

B. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Jefferson County, Florida.

C. CONSULTANT hereby acknowledges that award of this Agreement is subject to 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section P3, which are hereby incorporated herein by reference. Further, CONSULTANT hereby warrants and affirms that it is not disbarred under 31 CFR 19, Government wide Debarment and Suspension, and the RESTORE Act standard terms and conditions, Section P3.

D. COUNTY specifically reserves all rights and remedies under State and Federal law as applicable and appropriate in the event of any and all grounds for breach of contract by CONSULTANT. CONSULTANT herein acknowledges COUNTY's entitlement to all remedies and damages allowed by State and Federal law in the event CONSULTANT is determined to be in breach of any portion this entire services Agreement. Further, Section VII of the services agreement defines Jefferson County, Florida as the proper forum and jurisdiction for any and all action brought under this agreement whereby satisfying 2 CFR 200, Appendix II, Paragraph B requirements as noted.

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

XII. MUTUAL CANCELLATION: In the event of fire, accidents, strikes, delay, flood, acts of God, or causes beyond the control of CONSULTANT, which preclude CONSULTANT from timely completion of the delivery of product list, the parties may agree hereto to release each other from any and all performance of the covenants herein and from damages resulting from breach hereof if and only if the parties mutually consent, acknowledge and confirm in writing this action.

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

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XIV. RECORDS: CONSULTANT shall maintain records, and the COUNTY shall have inspection and audit rights as follows:

A. Maintenance of Records: CONSULTANT shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of three (3) years from completing performance and receiving final payment under this Agreement.

B. Examination of records: The COUNTY or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within three (3) years from the date of final payment under this Agreement and upon reasonable notice, time and place.

Records which relate to litigation, appeals, or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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

D. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE COUNTY CLERK, 1 COURTHOUSE CIRCLE, MONTICELLO, FL 32344, (850) 342-0218, KREAMS@JEFFERSONCLERK.COM.

CONSULTANT must comply with the public records laws, Chapter 119, F.S.; specifically CONSULTANT shall:

Keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public

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records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to COUNTY.

Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to COUNTY, upon the request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

XV. INDEPENDENT CONSULTANT: Neither the COUNTY nor any of its employees shall have any control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth, and CONSULTANT expressly warrants not to represent at any time or in any manner that CONSULTANT or any of CONSULTANT's agents, servants or employees are in any manner agents, servants or employees of the COUNTY. It is understood and agreed that CONSULTANT is, and shall at all times remain as to the COUNTY, a wholly Independent CONSULTANT and that CONSULTANT's obligations to the COUNTY are solely as prescribed by this Agreement.

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

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

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

XX. EQUAL EMPLOYMENT OPPORTUNITY: CONSULTANT acknowledges that Jefferson County has adopted several policies that it must enforce and has full expectation that its consultants and contractors to comply in strict adherence as well. Accordingly, during the performance of these services, CONSULTANT agrees to comply with the requirements of all

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Equal Employment Opportunity laws and regulations. CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this nondiscrimination clause. CONSULTANT shall in all solicitations or advertisements for employees placed by or on behalf of the COUNTY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national or national origin.

XXI. CONTRACT TERM: In accordance with the Board's awarding of **RFP# 20201223-01** for the term set forth herein, this Agreement shall be effective on such date as is set forth in the initial paragraph hereof, and continue as a continuing consultant professional services agreement for an initial period of six (6) months. Thereafter upon the authorization of the County Commission, as permitted under COUNTY administrative contract renewal policy, and the policy of the United States Treasury, a No-Cost Extension, in accordance with the NOTICE OF AWARD, may be issued to complete the Scope of Work, if necessary.

The COUNTY reserves the exclusive right for the termination of the Agreement with or without cause upon giving 30 days written notice to CONSULTANT upon proper notice in accordance with Section V of the Agreement. CONSULTANT shall be compensated by COUNTY for services rendered through the date of notice of termination in accordance with the terms of the agreement.

XXII. INSURANCE REQUIREMENTS: CONSULTANT must provide a current Certificate of Insurance (COI) listing Jefferson County Board of County Commissioners as "Additional Insured" and have, at a minimum, the following coverages in place before the Notice to Proceed can be issued:

- A. Errors and Omissions Liability \$1,000,000 per occurrence
- B. General Liability and Worker's Compensation \$1,000,000 per occurrence

[Signature Page Follows]

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

JEFFERSON COUNTY BOARD OF
COUNTY COMMISSIONERS:

ATTEST:

BY _____

NAME _____
County Coordinator (Print)

NAME _____
Chairman, Jefferson County BOCC

APPROVED AS TO FORM:

Jefferson County Land Use Attorney

ATTEST:

SAND COUNTY STUDIOS, LLC:

BY _____

NAME _____
(Please Print)

NAME _____
(Please Print)

TITLE _____

TITLE _____

[END OF AGREEMENT]

Professional Consultant Services Agreement:
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EXHIBIT A – SCOPE OF WORK

Purpose - To conduct a feasibility study of properties in the area surrounding Jefferson County's Wacissa River Park. Also, to conduct a feasibility study of potential public access and use improvements that can be made to undeveloped area of the current River Park Property. The study will provide a fact-based management tool and will determine whether property acquisition, and/or improvement to the existing park property, is feasible, reasonable, and economical.

Objectives - Provide fact-based information as a tool to help guide the County's decision making on both moving forward with property acquisition and turning it into a County owned and operated site, and/or identifying additional public use and access improvements to undeveloped areas of the existing park property, in order to expand public access and recreation opportunities at Wacissa River Park and adjacent or nearby lands.

Scope of Work - The feasibility study will provide Jefferson County with the following information:

Part 1 Existing Park:

1. Detailed description of the property identifying all existing structures, parking, permitted areas for future development, open space, and utilities.
2. Identify potential uses for undeveloped areas, i.e., parking, stormwater, camping, boat ramps/kayak launches, wildlife observation, conservation, etc.
3. Identify each existing structure and its condition, with recommendations for repairs and/or improvements as well as the estimated cost and potential permitting requirements.
4. Identify recommended new amenities including parking and stormwater requirements, estimated costs, and potential permitting requirements.
5. Long-term maintenance needs and estimated costs with recommendations.
6. Summary of findings to include immediate and long-term opportunities, risk and uncertainties, and necessary improvements associated with continued utilization of the property as a recreational amenity.

*Existing site plans for Wacissa River Park are available for review upon request.

[Exhibit A Continues on Next Page]

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Part 2 Potential New Acquisition:

1. Identify parcels within two miles of the existing Wacissa River Park suitable for acquisition as recreational amenity.
2. Identify potential uses for undeveloped areas for potential new acquisition.
3. Summary of findings to include risk and uncertainties with acquisition and necessary improvements associated with property acquisition and utilization as a recreational amenity.

* The adjacent property immediately to the east owned by Boland Land, LLC, is most likely not feasible for acquisition based on appraised price as compared to property owner price expectation. A copy of a recently prepared federal Yellow Book standards appraisal for this parcel is available on request.

Cost of Completion:

The cost of completion for this project shall not exceed \$45,000, based on the Cost and Price Analysis in Part VII.

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EXHIBIT B – STANDARD TERMS AND CONDITIONS

Compliance with Federal Regulations and Executive Orders

1. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must be in compliance with all applicable Federal regulations in 2 CFR Part 200, and RESTORE Act Standard Terms and Conditions provided by the U.S. Department of Treasury, including Presidential Executive Order Numbers 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin and requires inclusion of the standard Federal Equal Employment Opportunity Construction Specifications.
2. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work in this project must comply with the Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
3. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must make positive efforts to use small and minority business and women business enterprises for construction activities when available and feasible in accordance with Federal regulation 2 CFR 200.321.
4. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must comply with the regulations described in the Copeland “Anti-Kickback Act” (40 U.S.C. 3145), which provides that each CONTRACTOR OR SUBCONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repairs of public work, to give up any part of the compensation to which he or she is otherwise entitled.
5. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must comply with regulations described in Title VI of the Civil Rights Act of 1964, which prohibit the exclusion of participation in, deny benefits, or be subject to discrimination because of race, color, national origin, handicap, age, or religion, under any program or activity receiving federal financial assistance.
6. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work in this project must certify he or she will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to an officer or employee of any agency or Congress in connection with obtaining and Federal contract, grant or any other award covered in 31 U.S.C. 1352 Byrd Anti-Lobbying Amendment.

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7. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must comply with the requirements of 40 U.S.C. 3701-3708 Contract Work Hours and Safety Standards Act, which apply to contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
8. Any CONSULTANT(s) or SUBCONSULTANT(s) performing work on this project must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires CONSULTANT(s) and SUBCONSULTANT(s) to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Compliance with Contract Documents

1. NOTICE OF AWARD AND ACCEPTANCE (and related correspondence representing such)
2. AGREEMENT AND EXHIBITS
3. NOTICE TO PROCEED (if applicable and required for delivery of products)
4. APPLICATIONS AND CERTIFICATIONS FOR PAYMENT
5. REQUIRED INSURANCE DECLARATIONS AND ENDORSEMENTS
6. CHANGE ORDERS
7. TIME EXTENSIONS
8. EXHIBIT A SCOPE OF WORK

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EXHIBIT C – TREASURY RESTORE ACT STANDARD TERMS AND CONDITIONS

[INSERT PDF COPY OF THE STANDARD TERMS AND CONDITIONS]

**JEFFERSON COUNTY BOCC AND SAND COUNTY STUDIOS, LLC
WACISSA RIVER PARK FEASIBILITY PLANNING STUDY**

Task Order #1

**Wacissa River Park Feasibility Planning Study
Potential Improvement to Existing Park and
Identification and Evaluation of Potential New Park Land Acquisitions**

Background

Sand County Studios, LLC, (CONTRACTOR) was selected as the awarded bidder to provide preparation of the Wacissa River Park Feasibility Planning Study for the Jefferson County Board of County Commissioners.

On _____, 2021, the Jefferson County Board of County Commissioners entered into a Professional Consultant Services Agreement with Sand County Studios, LLC, to provide preparation of the Wacissa River Park Feasibility Planning Study per the specifications and proposal guidelines in Section II Services and Exhibit “A” Scope of Work of the Agreement.

Scope of Work

Purpose - To conduct a feasibility study of properties in the area surrounding Jefferson County’s Wacissa River Park. Also, to conduct a feasibility study of potential public access and use improvements that can be made to undeveloped area of the current River Park Property. The study will provide a fact-based management tool and will determine whether property acquisition, and/or improvement to the existing park property, is feasible, reasonable, and economical.

Objectives – This Task Order authorizes CONSULTANT to provide fact-based information as a tool to help guide the County’s decision making on both moving forward with property acquisition and turning it into a County owned and operated site, and/or identifying additional public use and access improvements to undeveloped areas of the existing park property, in order to expand public access and recreation opportunities at Wacissa River Park and adjacent or nearby lands.

Scope of Work - The Task Order will involve preparation of the Wacissa River Park Feasibility Planning Study for Jefferson County, and is required to address the following subject areas and information:

Part 1 Existing Park:

1. Detailed description of the property identifying all existing structures, parking, permitted areas for future development, open space, and utilities.

2. Identify potential uses for undeveloped areas, i.e., parking, stormwater, camping, boat ramps/kayak launches, wildlife observation, conservation, etc.
3. Identify each existing structure and its condition, with recommendations for repairs and/or improvements as well as the estimated cost and potential permitting requirements.
4. Identify recommended new amenities including parking and stormwater requirements, estimated costs, and potential permitting requirements.
5. Long-term maintenance needs and estimated costs with recommendations.
6. Summary of findings to include immediate and long-term opportunities, risk and uncertainties, and necessary improvements associated with continued utilization of the property as a recreational amenity.

*Existing site plans for Wacissa River Park are available for review upon request.

Part 2 Potential New Acquisition:

1. Identify parcels within two miles of the existing Wacissa River Park suitable for acquisition as recreational amenity.
2. Identify potential uses for undeveloped areas for potential new acquisition.
3. Summary of findings to include risk and uncertainties with acquisition and necessary improvements associated with property acquisition and utilization as a recreational amenity.

* The adjacent property immediately to the east owned by Boland Land, LLC, is most likely not feasible for acquisition based on appraised price as compared to property owner price expectation. A copy of a recently prepared federal Yellow Book standards appraisal for this parcel is available on request.

Schedule

- Activities completed under this Task Order will be performed generally according to the schedule included at Page 55 of the Proposal, but not exceeding a six (6) month period from the execution date of the Professional Consultant Services Agreement through Project Closeout, unless an extension is granted.
- These activities shall be deemed complete upon formal approval and acceptance by Jefferson County and payment in full of the last monthly invoice for services under this Task Order.
- Fee schedule is inclusive of all time and materials incurred in performance of these professional services.
- In the event that the CONTRACTOR is unable to complete the tasks described within this Task Order before expiration of the Grant Award Agreement, the County must be notified,

in writing, not less than sixty (60) days before the end of the Grant Award Agreement performance period of October 29, 2021, in order for a No-Cost Extension to be filed and approved by the U.S. Department of Treasury.

Compensation

Compensation of the CONTRACTOR for this Task Order shall be contingent upon receipt of RESTORE Act Grant Award funds by the County. The CONTRACTOR must submit monthly invoices, each including a detailed statement that sets forth: 1) Description of tasks performed by CONTRACTOR'S employees assigned to the project, 2) Approved hourly rate card for each employee assigned to the project, 3) Total hours spent on each task by employee, 4) Total amount billed, and 5) Estimated percentage of project completion to date.

This Task Order authorizes work comprising the Scope of Services for a total fee of forty-four thousand five hundred eighty dollars (\$44,580).

JEFFERSON COUNTY

BY: _____
Stephen Walker, BOCC Chair

DATE: _____

ATTEST: _____

PRINTED NAME: _____

Sand County Studios, LLC

BY: _____
James L. Sipes, Project Contact

DATE: _____

ATTEST: _____

PRINTED NAME: _____

Rural Infrastructure Fund

Program Summary

The purpose of the Rural Infrastructure Fund Grant is to facilitate the planning, preparing and financing of infrastructure projects in rural communities which will encourage job creation, capital investment and the strengthening and diversification of rural economies. The RIF program is intended to facilitate access of rural communities to infrastructure funding programs, such as those offered by the Small Cities Community Development Block Grant (CDBG), United States Department of Agriculture - Rural Development (USDA-RD) and the United States Department of Commerce - Economic Development Administration (EDA).

Grant Categories

Total Project Participation Grants:

To facilitate access and maximize the use of state, federal, local and private resources, grants may be awarded for up to 50 percent of the total infrastructure project costs related to specific job-creating or job-retention opportunities. Eligible uses of funds include:

- Improvements to public infrastructure for industrial or commercial sites;
- Upgrades to or development of public tourism infrastructure;
- Improvements to access and availability of broadband Internet service; and
- Improvements to inadequate infrastructure that has resulted in regulatory action.

Project Planning and Preparation Grants:

To facilitate timely response and induce the location or expansion of specific job creating opportunities, grants may be awarded for infrastructure feasibility studies, design and engineering activities, or other infrastructure planning and preparation activities. Grants awarded under this category may be used in conjunction with Total Project Participation grants provided the total amount of both grants does not exceed 30 percent of the total project cost. Maximum amounts of grants:

- \$50,000 for employment project with a business committed to create at least 100 jobs;
- \$150,000 for employment project with a business committed to create at least 300 jobs; and
- \$300,000 for a project in a rural area of opportunity.

Preclearance Review Grants:

To enable rural communities to access the resources available under the Expedited Permitting – Preclearance Review Process (Section 403.973(18), Florida Statutes), grants may be awarded for surveys, feasibility studies, and other activities related to the identification and preclearance review of land which is suitable for preclearance review. Maximum amounts and match requirements:

- Projects located outside a Rural Area of Opportunity - \$75,000 with 50 percent local funds match.
- Projects located within a Rural Area of Opportunity - \$300,000 with 33 percent local funds match.

- Projects located within a catalyst site (as defined in Section 288.056, Florida Statutes): maximum amounts same as above with local funds match requirement waived.

FY 2020-2021 RIF Legislation and Appropriation

The 2020 Florida Legislature passed legislation amending certain sections of the RIF statute (Section 288.0655, F.S.) and appropriating funds for the FY 2020-2021 RIF program. Statutory changes are summarized as follows:

- Grants may be awarded for up to 50% of the total infrastructure project cost (previously 30%).
- Removes language allowing up to 40% grant award for projects specific to funding for a catalyst site.
- Eligible projects and uses of funds may include improving access to and the availability of broadband Internet service.
- Eligible uses of funds shall include improvements to broadband Internet service and access in unserved or underserved rural communities.
 - Improvements to broadband Internet service and access must be conducted through a partnership(s) with one or more dealers registered with the Department of Revenue as a provider of communications services in Florida.
 - Partnership(s) must be established through a competitive selection process that is publicly noticed.
- Removes projects located in an enterprise zone as a factor for evaluation of funding applications.
- Adds specific information/terms that must be included in contract/agreement language.
- By September 2021, DEO shall reevaluate existing RIF guidelines and criteria governing submission of applications for funding, review/evaluation of applications, and approval of funding.

FY 2020-2021 RIF total appropriation - \$8.6 million

- \$3.6 million in RIF base funding
- \$5 million in Florida Panhandle Specific Appropriation

PROJECT SUMMARY

Jefferson County and the City of Monticello have requested the assistance of ARPC staff to help apply for potential grants to extend Monticello's sewer infrastructure approximately 6.5 miles south of the Nash Road Lift Station and continuing westward along Hwy 27 to the unincorporated community of Waukeena. The City's sanitary sewer plant has sufficient capacity to meet the needs of this extension. The lift station at Nash Road will also need to be upgraded to meet the new capacity, but Dewberry Engineering has already accounted for this in their extension project estimate.

In addition to the potential environmental and commercial benefits of extending sanitary sewer to the Waukeena community, one of the County's largest employers is an agricultural business that is located along the route of the proposed sewer line expansion (1834 W. Capps Hwy, 32344) and has indicated that they would be able to hire 150-200 more onsite employees if the property were to gain the additional sanitary sewer capacity. This business currently employs approximately 200 persons, approximately half of whom are Jefferson County residents (40% inside the County/60% outside the County, which the business owner anticipates would shift over time to a 70%/30% ratio, respectively). However, this employer has also indicated that if they are unable to increase their sewer capacity, they will have to make the difficult decision to leave Jefferson County and move production eastward to their site in Madison County. If this were to occur, then the current 200 employees at the Jefferson County site would be forced to move or lose their jobs. The decision on whether to expand the business in Jefferson County or move the facility to Madison County will ultimately be determined by whether the current site will be able to have access to the increased sanitary sewer capacity necessary to accommodate twice as many employees as they currently have.

PROPOSED STRATEGY

Activity 1. Jefferson County will apply for the DEO Rural Infrastructure Fund (RIF) Grant. Applications are due June 30, 2021, but due to the competitive nature of this grant and its first-come-first-serve basis, we would recommend applying for this grant first. The application is simple and just requires online registration to get started. With BOCC permission, we can complete the registration and begin the RIF grant application process on Jefferson County's behalf.

Activity 2. Jefferson County will apply for a CDBG - Small Cities Economic Development grant (up to \$1.5 million per application) to extend their sanitary sewer to unincorporated Waukeena, which would also support the local businesses along the way. This extension would require an interlocal agreement between the City of Monticello and Jefferson County, if one does not currently exist. A business has offered up to \$75,000 in match funding and Jefferson County may also be able to contribute approximately \$75,000 to ensure that the extension allows sewer tie-ins from the Waukeena community. Match funding is not required but would certainly increase the competitiveness of the application. Match funding would also be important if there were a financing gap (i.e. if the project will cost more than \$1.5M). Since planning costs would largely be covered by the RIF Grant (if awarded), this application could focus on construction financing.

The FY 2019-2020 funding cycle is still open, so we can submit the CDBG application under FY 2019-2020 whenever the application is ready. If funding should run out under FY 2019-2020, we can easily resubmit under FY 2020-2021. Materials related to the required public hearings can be drafted so that resubmission is possible without having to redo the public hearings and incurring any associated costs.

CITY OF MONTICELLO
CDBG - WAUKEENAH SEWER EXTENSION
OPINION OF PROBABLE COSTS

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENSION
GENERAL COSTS					
1	MOBILIZATION (5% OF BID MAX)	1	LS	\$101,060.00	\$101,060.00
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS	\$40,424.00	\$40,424.00
3	TESTING AND LAYOUT	1	LS	\$50,000.00	\$50,000.00
4	PROJECT SIGN	1	LS	\$1,000.00	\$1,000.00
5	CERTIFIED RECORD DRAWINGS	1	LS	\$15,000.00	\$15,000.00
Subtotal					\$207,484.00
LIFT STATIONS					
6	NEW LIFT STATION AT TRULEAVE	1	LS	\$400,000.00	\$400,000.00
7	US 19 LIFT STATION (UPGRADE/REHABILITATE)	1	LS	\$250,000.00	\$250,000.00
Subtotal					\$650,000.00
FORCEMAIN INSTALLATION					
8	MAINTENANCE OF TRAFFIC	1	LS	\$15,000.00	\$15,000.00
9	EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00
10	REMOVE AND REPLACE MAILBOXES, SIGNAGE, FENCING, ETC.	1	LS	\$10,000.00	\$10,000.00
11	REMOVE AND REPLACE DRIVEWAYS	1	LS	\$15,000.00	\$15,000.00
12	8" GRAVITY SEWER (8'-10' CUT)	50	LF	\$75.00	\$3,750.00
13	4' DIAMETER MANHOLES (8'-10')	2	EA	\$8,000.00	\$16,000.00
14	MANHOLE CASTINGS	2	EA	\$350.00	\$700.00
15	8' PVC FORCEMAIN	36,100	EA	\$25.00	\$902,500.00
16	8" PLUG VALVES	20	EA	\$2,850.00	\$57,000.00
17	8" MJ DI CAP	1	EA	\$1,250.00	\$1,250.00
18	10" HDPE DIRECTIONAL BORE	1,500	LF	\$100.00	\$150,000.00
19	AIR RELIEF VALVE ASSEMBLY	15	EA	\$7,000.00	\$105,000.00
23	MISCELLANEOUS DEMOLITION AND RESTORATION	1	LS	\$75,000.00	\$75,000.00
Subtotal					\$1,371,200.00
Total Construction					\$2,228,684.00
TOTAL CONSTRUCTION WITH 5% CONTINGENCY					\$2,340,000.00
Engineering Design and Permitting					\$119,456.00
Surveying					\$75,000.00
Engineer's Bidding Services					\$10,000.00
Construction Engineering					\$29,865.00
Inspection					\$65,000.00
TOTAL PROJECT COST					\$2,639,321.00

- NOTES:
1. ESTIMATE IS NOT BASED ON ANY FORMAL DESIGN AND IS SUBJECT TO CHANGE
 2. ESTIMATE DOES NOT INCLUDE ABANDONMENT OF ANY SEPTIC TANKS
 3. ESTIMATE DOES NOT INCLUDE CONNECTION OF ANY RESIDENTIAL OR COMMERCIAL BESIDES TRULIEVE
 4. ESTIMATE DOES NOT INCLUDE ENVIRONMENTAL RESOURCE PERMITTING OR ASSOCIATED PERMITTING FEES
 5. FORCE MAIN ROUTE IS FROM THE INTERSECTION OF WAUKEENAH HIGHHIGHWAY AND US 27 TO THE CITY LIFT STATION SOUTH OF I-10.
 6. FORCEMAIN IS SIZED FOR FULL BUILD OUT OF THE TRULIEVE FACILITY AND MAY NEED TO BE UPGRADED IF THE ROUTE IS EXTENDED FURTHER SOUTH TO INCLUDE WACISSA.

Waukeena Sewer Extension

Description	Price
Total Construction	\$ 2,228,684.00
TOTAL CONSTRUCTION WITH 5% CONTINGENCY	\$ 2,340,000.00
Engineering Design and Permitting	\$ 119,456.00
Surveying	\$ 75,000.00
Engineer's Bidding Services	\$ 10,000.00
Construction Engineering	\$ 29,865.00
Inspection	\$ 65,000.00
TOTAL PLANNING COST	\$ 299,321.00
TOTAL PROJECT COST	\$ 2,639,321.00

CDBG Economic Development Grant	\$ 1,500,000.00
TOTAL REMAINING PROJECT COST	\$ 1,139,321.00

Potential Local Match	
Employer	\$ 75,000.00
County	\$ 75,000.00
Total Potential Local Match	\$ 150,000.00
TOTAL REMAINING PROJECT COST	\$ 1,039,321.00 (This would be the RIF ask)

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made between Jefferson County, Florida, (hereinafter referred to as "Lessor"), whose address is 1 Courthouse Circle, Room 10, Monticello, Florida 32344, and FLORIDA SAFERIDER, LLC, (hereinafter referred to as "Lessee"), whose address is 300 Industrial Park Drive, Monticello, Florida 32344.

WITNESSETH

1. **AGREEMENT TO LEASE - DESCRIPTION OF THE PREMISES.** Lessor leases to Lessee, and Lessee rents from Lessor, the following described property (hereinafter "the Premises":

300 Industrial Park Drive, Monticello, Florida 32344. See also, Exhibit "A".

2. **TERM OF LEASE.** The term of the lease shall be a period of () years, commencing on , 2021, at 12:01 a.m., and ending at midnight on , 20 subject to the following terms as stated herein below.

Commented [SS1]: Recommend either one or two years. One year would be consistent with the notice of non-renewal that the Economic Development Committee recommended sending in the winter of 2020.

3. **RENTAL.** Beginning on , 2021, Lessee shall to pay Lessor a minimum monthly rent during the term of this Lease in the amount of \$.00 per month, payable on the first day of each month during the term of this Lease. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due by hand delivery or US mail to Lessor at one Courthouse Circle, Room 10, Monticello, Florida 32344, or to such other address as the Lessor may in writing designate. If any payment is not received by Lessor by midnight on the 7th day following the day on which the payment is due, a late fee equal to ten percent (10%) of the delinquent payment for each month rent is past due, plus Five Dollars (\$5.00) per day for each day after the 7th day following the day on which the payment is due, shall be due from Lessee to Lessor as additional rent. If Lessor receives any check from Lessee that is returned for insufficient funds, or for any other reason, Lessee shall be required to pay Lessor a service charge of \$25.00 per returned check in addition to the late charges set forth in this paragraph.

Commented [SS2]: Current rent is \$1000.00 per month. The Board should discuss whether a rent increase is warranted.

4. **TAXES.** Lessee shall be responsible for the payment of all municipal, county, or state taxes assessed during the term of this lease on the Premises. Lessee shall also pay any taxes levied against the personal property and trade fixtures of Lessee in and about the premises.

5. **UTILITIES.** Lessee shall be responsible for the payment for all utility services to the Premises including, but not limited to, electric, telephone, data, water, sewer, and solid waste collection and disposal.

6. **INSPECTION AND MAINTENANCE.** Lessee has inspected the Premises and acknowledges that it is in clean, safe, fit and habitable condition for the purposes for which it will be utilized and accepts the Premises in "as is" condition. Lessee agrees that during the term of this Lease it will, at its own expense, keep all non-structural portions of the Premises in good state of

repair and condition (including repair of nail and screw holes or other damage caused by Lessee to interior walls, interior and exterior doors, carpeting, utility sinks, and plumbing fixtures), ordinary wear and tear excepted. All damages resulting from the misuse of all or any non-structural portion of the Premises and any fixtures shall be borne by Lessee at its sole expense. Lessee shall not mark, paint, drill into, or in any way deface any part of the Premises or the building of which they are a part except as provided herein.

7. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

a. To pay the rent and every installment of it when it comes due; to use the Premises in a careful and proper manner for the express purpose of operating a **Commercial Motorcycle Instruction Business** and Lessee agrees to restrict its use for such purposes and not to use or permit the use of the Premises for any other purpose without first obtaining the written consent of Lessor to such other use; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance, including but not limited to illegal drug activity, which shall be subject to all available state and federal penalties; to permit or conduct no business or activity which constitutes a violation of any restrictive covenant; to surrender the Premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, and assigns (excepting movable furniture, equipment, supplies, inventory, and special air-conditioning equipment installed by Lessee) shall become and remain the Premises of Lessor on the termination of Lessee's occupancy of the Premises.

b. Other than motor vehicle fuel and other fluids associated with Lessee's business operations, no flammable or explosive material, or hazardous or toxic waste, material, or substance, including asbestos, petroleum and any petroleum by-products, which is or becomes regulated by any local governmental authority, any agency of the State of Florida or of the United States government, shall be allowed or kept within the Premises.

c. Lessee shall maintain liability insurance on the Premises as required herein below.

d. Lessee shall indemnify and hold harmless Lessor and the leased Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Lessor or the leased Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the use or occupancy of the leased premises by Lessee; from any neglect or fault of Lessee or the agents and the employees of Lessee in using and occupying the premises; or from any failure by Lessee to comply and conform with all laws, statutes, ordinances, regulations, or restrictive covenants of any governmental body or subdivision now or hereafter in force. If any lawsuit or proceeding shall be brought against Lessor or the leased premises on account

of any alleged violations or failure to comply and conform or on account of any damage, omission, neglect, or use of the premises by Lessee, the agents and employees of Lessee, or any other person on the premises, Lessee agrees that Lessee or any other person on the premises will defend it, pay whatever judgments may be recovered against Lessor or against the Premises on account of it, and pay for all of Lessor's attorneys' fees in connection with it, including attorneys' fees on appeal.

e. In case of damage to glass in the leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

f. To make no alterations in or additions or improvements to install any equipment in or maintain signs advertising its business on the premises without, in each case, obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. If any alterations, additions, or improvements in or to the Premises are made necessary by reason of the special use and occupancy of the Premises by Lessee, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.

g. To permit Lessor to enter, inspect, and make such repairs to the leased Premises as Lessor reasonably may desire, at all reasonable times.

8. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

a. Lessor will warrant and defend Lessee in the enjoyment and peaceful possession of the premises during the aforesaid term.

b. If the premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the premises tenantable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the premises are not rendered tenantable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent shall nevertheless be abated during the period of time from the date of damage to the date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.

9. INSURANCE.

a. Lessee shall procure and maintain in full force and effect during the term of this lease and any extension thereof, at Lessee's sole expense, policies of public liability insurance with a company and through a broker approved by Lessor, adequate to protect against liability for damage claims through use of or arising out of accidents in or around the leased Premises in the minimum amount of One Million Dollars (\$1,000,000.00) for each person injured, One Million Dollars (\$1,000,000.00) for any one accident, One Hundred Thousand Dollars for property damage caused to the Premised through the negligence of Lessee's employees, invitees and principals, and One Hundred Thousand Dollars (\$100,000.00) for medical expenses. Such insurance policies shall include Lessor as an additional insured. Lessee shall procure and maintain, in full force and effect during the term of this lease and any extension thereof, at Lessee's sole expense, Workers' Compensation insurance covering its employees, subcontractors and agents. On Lessor's request, copies of all such policies or certificates of insurance shall be delivered to Lessor.

b. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) calendar days prior to cancellation or refusal to renew any such policy.

10. **DEFAULT IN PAYMENT OF RENT.** Notwithstanding the provisions of Paragraph Three (3) above, if any rent required by this lease is not paid within thirty (30) days of when due, Lessor will have the option to:

a. Terminate this lease, resume possession of the Premises, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the Premises for the remainder of the term, reduced to present worth, plus legal interest on amounts past due; or

b. Resume possession and re-lease or rent the Premises for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-leasing or renting.

c. Lessor shall have all rights and remedies available to it at law and in equity now or hereafter provided within the State of Florida.

11. **DEFAULTS OTHER THAN RENT.** If either Lessor or Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for 10 days after a written notice specifying the required performance has been given to the party failing to perform:

a. the party giving notice may institute action in a court of competent

jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or,

b. Lessor or Lessee may, after 30 days written notice to the other, comply with the agreement or correct any such breach, and the costs of that compliance shall be payable on demand.

Lessor shall not be liable to Lessee, or to any firm, corporation, or other business association claiming by, through or under Lessee, for failure to furnish or for delay in furnishing any services provided for in this lease, and no such failure or delay by Lessor or defects in the Premises or defects in the cooling, heating, electric, water, or other apparatus or systems or water damage or other event or condition shall, individually or cumulatively, be an actual or constructive eviction of Lessee, nor shall any such failure or delay operate or relieve Lessee from the prompt and punctual performance of each and all of the covenants to be performed herein by Lessee, including, but not limited to, the obligation to pay rent.

All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

12. **PERSONAL PROPERTY.** All trade fixtures, furniture, equipment and other items of personal property on the Premises or in the building shall be and remain at Lessee's sole risk of loss, except for damage occasioned thereto by the intentional wrongdoing of Lessor, and Lessee shall be responsible for providing its own insurance coverage for the same. Lessor shall not be liable for any damage to nor loss of such property arising from any acts of negligence or otherwise of any other persons; nor from the leaking of the roof; nor from the bursting, leaking or overflowing of water, sewer, steam pipes or plumbing fixtures; nor from electric wiring or fixtures; nor from any other cause whatsoever, except for damage occasioned thereto by the intentional wrongdoing of Lessor; nor shall Lessor be liable for any injury to employees, agents, invitees, or customers of Lessee or other persons in or about the Premises, except for damage occasioned thereto by intentional wrongdoing of Lessor; and, Lessee expressly agrees to hold Lessor harmless in all such cases.

13. **INSPECTION BY LESSOR.** Lessor reserves the right to enter the Premises at all reasonable times for the purpose of inspecting them and to perform maintenance and repair, and Lessee agrees to permit Lessor to do so. Lessor shall attempt to make all such inspections and repairs at such times and in such a manner as to not materially interfere with the operation of Lessee's business, except in the case of an emergency or where Lessee waives this right, either orally or in writing. In any event, Lessor shall not be obligated to reduce Lessee's rent for the Premises during any period of such repairs nor shall Lessor incur any liability to Lessee for disturbance of quiet enjoyment of the Premises when making such repairs. Lessor, or any of its

agents, shall have the right to exhibit the Premises and advertise the same for lease at any time within ninety (90) days before the expiration of this lease unless the parties agree to extend the terms of this lease as provided herein. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this lease.

14. **INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If any proceeding shall be instituted by or against Lessee under the bankruptcy laws or other debtor relief laws of the United States or any state, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee's interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver is appointed for Lessee, then, in the event of any such occurrence, and at the option of Lessor, the same shall constitute a breach of this lease by Lessee and Lessor may, but shall not be required to, terminate this lease. Lessor may terminate this lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

15. **EARLY TERMINATION.** Notwithstanding anything in the lease to the contrary, in the event that Lessor plans to sell the building to any other person or entity, Lessor shall have the right, but not the obligation, to cancel this lease upon ninety (90) days written notice to Lessee. No termination of this lease prior to the stated termination of it, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to the termination thereof.

16. **RULES AND REGULATIONS.** Lessee covenants and agrees that it will comply with and abide by all restrictive covenants of record and rules and regulations, if any, which are applicable to the Premises including, but not limited to, those specific rules and regulations, if any, concerning parking, delivery, trash removal, use of common areas, signs, advertising, and other such activities within the Premises.

17. **WAIVER OF PERFORMANCE.** The failure of Lessor to insist upon performance of any of the conditions of this lease in any one or more instances shall not constitute a waiver thereafter of the right of full performance of the agreements and terms herein set forth and all conditions, when any performance is due.

18. **ASSIGNMENTS AND SUBLEASE.** Lessee may not assign or sublease this lease, or any right or privilege connected therewith, or allow any other person, except Lessee's agents and employees, to occupy the Premises or any part thereof without first obtaining Lessor's prior written consent, which shall be given or withheld in Lessor's sole and unfettered discretion. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease.

19. **SURRENDER OF THE PREMISES.** Lessee agrees to surrender to Lessor at the end of the term of this lease, or upon any cancellation of this lease, the Premises, in as good condition and state of cleanliness as it was at the beginning of the term of this lease, ordinary wear and tear excepted.

20. **PARTIAL INVALIDITY.** If any provision of this lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such provision shall either be modified to conform to law or be considered severable, with the remainder of this lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

21. **TIME.** It is understood and agreed between the parties hereto that time is of the essence in the performance of all terms and provisions of this lease.

22. **FORCE MAJEURE.** None of the parties hereto shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control including, without limitation, strikes, boycotts, picketing, slowdowns, work stoppages, or labor troubles of any other type, acts of God (including but not limited to flood, wind, earthquake, hurricane, or other natural catastrophes), wars, terrorist attacks, riots, or national or local emergencies, unless otherwise covered by the hazard or liability insurance as specified in Paragraph Ten (10), above.

23. **CAPTIONS.** The titles, captions and/or paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, modify, limit, amend, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.

24. **ATTORNEY'S FEES.** If Lessor or Lessee defaults in the performance of any of the covenants of this agreement and, by reason thereof the Lessor or Lessee employs the services of an attorney to enforce the performance of said covenants, the prevailing party shall be entitled to recover from the other party a reasonable attorney's fee and all expenses and costs incurred in the enforcement of any remedy available to the prevailing party under this Lease.

25. **FLORIDA LAW.** This lease will be governed by the laws of the State of Florida, as to both interpretations and performance.

26. **ENTIRE AGREEMENT.** This lease sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the leased premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this lease by direct reference. No surrender of the demised Premises or of the remainder of the term of this lease shall be valid unless accepted by Lessor in writing.

27. **NOTICES.** Notices to the Lessor shall be given in person or by certified mail addressed to Lessor at 1 Courthouse Circle, Room 10, Monticello, Florida 32344. Notice to Lessee shall be given in person or by certified mail to Lessee at Post office Box 2042, Tallahassee, Florida 32316.

28. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural, and the masculine shall include the feminine and neuter, whenever the context so requires.

29. SUCCESSORS. The terms of this lease shall be binding on and inure to the benefit of the respective successors, heirs, representatives, and assigns of the parties.

IN WITNESS WHEREOF Lessor and Lessee have duly executed this lease agreement the _____ day of _____, 2021.

JEFFERSON COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Stephen Walker
Chairman

FLORIDA SAFERIDER, INC.
A Florida Corporation

By: _____
Joe Pretti
President/CEO