

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
IMPACT FEES STUDY
RFP 2024-02**

RFP ADVERTISE DATE: January 10, 2024
RFP RELEASE DATE: January 10, 2024
RESPONSES DUE DATE AND TIME: February 14, 2024 @ 3:00 P.M

MAIL OR DELIVER RESPONSES TO:
(hand-delivery or express mail services)
Jefferson County Board of County Commissioners
ATTN: RFP 2024-02
445 W Palmer Mill Rd.
Monticello, FL 32344

Contact:
COUNTY MANAGER'S OFFICE
Gus Rojas
445 W Palmer Mill Rd.
Monticello, FL 32344
(850) 342-0223
grojas@jeffersoncountyfl.gov

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RFP 2024-02 - IMPACT FEES STUDY

INTENT AND GENERAL INFORMATION

Jefferson County, Florida through Requests for Proposals No. 2024-02, is soliciting proposals from qualified firms or individuals (the “Respondent” or “Consultant”) with the required expertise and capability for the development of an Impact Fees Study (the “Study”) that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation. The Study will comply with Section 163.31801, Florida Statutes, and controlling Florida case law regarding impact fees. The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Jefferson County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Manager’s Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer’s own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes, all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **three (3) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **February 14, 2024 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP,

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to the County Manager’s Office at 445 W Palmer Mill Rd., Monticello, FL 32344. (Microsoft Word versions of all appendices can be requested from the County Manager’s Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Jefferson County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Jefferson County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the County Manager’s Office at (850) 342-0223 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Manager’s Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Jefferson County website at <http://www.jeffersoncountyfl.gov> or by contacting the County at (850) 342-0223. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

Event	Date/Time
Proposal Advertisement Date	January 10, 2024
Release of Request for Proposals	January 10, 2024
Questions Due from Prospective Bidder	January 24, 2024
Responses to questions due	January 31, 2024
PROPOSALS DUE TO BOCC	February 14, 2024 @ 3:00 P.M.
Oral Presentations (if needed)	February 19 & 20, 2024
Posting of Intended Award	February 23, 2024
Board Consideration of Intended Award	March 7, 2024
Posting of Notice of Award	March 8, 2024

1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Gus Rojas, County Budget Officer, at grojas@jeffersoncountyfl.gov.

Questions and responses will be posted on the County’s Website and, if necessary, an Addendum or Addenda will be issued.

1.2 Respondents will be notified of the County’s desire to enter additional discussions and hear an oral presentation of proposed solutions, if necessary.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **January 10, 2024** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the County Manager with approval from the Board of County Commissioners and may subject the potential Respondent/Consultant or representative to debarment.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 Generally. The Contractor will work with County staff and the County attorney to collect data and develop additional data required to fully support a comprehensive Impact Fee Study, which recommends an economically and legally supportable set of impact fees to offset the growth related to (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation. The Contractor will determine the County’s Impact Fees based on the proposed facility requirements, costs, and growth- related needs. Additionally, the Contractor may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth. Impact Fees will be calculated to provide for facilities, capital equipment, and infrastructure needed to support growth based on forecasts of new development. The proposed new impact fee analysis shall be compared to both surrounding and comparable counties to ensure reasonableness, consistency, and feasibility.

3.2 Required Tasks

A. Kick-off meeting: Contractor and County staff to review objectives of Study, agree to methodology, exchange information, timing, and schedule for all tasks, and to determine information to be provided by County staff, to support a comprehensive Impact Fee Study.

B. Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Contractor will prepare and forward to the County’s Project Manager a data needs memo. The County Project Manager shall assemble as much of the requested data as possible prior to the

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kick-off meeting. The Contractor will meet with key members of the County staff to receive the data, identify and discuss major technical and policy issues, and refine the project schedule. County staff will provide the databases for the impact fees in electronic format for the Contractor to use in the development of the updated apportionment methodology. If the County and the Contractor agree that additional data not currently available on the databases is required to develop alternative methodologies, County staff will be responsible for providing the additional data to the Contractor. The County will be an active participant and provide the necessary budget information and data required to develop the assessment methodology. The County will also be responsible for conducting fieldwork for missing ad valorem tax roll information. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall consider existing fees, if any, recommended fees and be compared to both (a) surrounding and (b) comparable counties to ensure reasonableness, consistency, and feasibility.

C. Impact Fee Methodologies: Develop appropriate impact fee methodology and fee schedules necessary for the County to establish and defend its proposed impact fees. The procedure will need to meet the rational nexus test, which is the underpinning of fairness in allocating impact fees. The methodologies, which must be easy to understand and to implement and must provide impact fees for a wide range of development types, including, but not limited to mixed-use, commercial, multi-family, and residential. Contractor should identify any legal consideration for the recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system pursuant to County, State, and Federal regulations.

D. Growth Analysis: The Contractor will analyze current and anticipated growth forecasts and the Capital Improvement Plans for the County. The Contractor must provide a determination on if the current and anticipated future growth of the County is proportionately funding the additional infrastructure needed to accommodate it, with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination. (The Contractor must include this task in the proposal, but the County may choose to exclude it from the award. The Contractor cost for service for this task should be included in the proposal separately.)

E. Study: The Contractor shall prepare a single compiled report for all Impact Fees that documents the fee Study results, including a description of the background information, overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables. The Contractor will develop final Study after review by County Staff.

F. Review: The Contractor will prepare and submit to County staff a minimum of three (3) drafts and status reports (30%, 60% and 90% completion) of the Impact Fee Study.

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G. Public Meetings: The Contractor shall attend and present the Study at two (2) County Commission meetings.

H. Additional Tasks: If the Contractor believes additional tasks are warranted, they must be clearly identified in the Contractor's proposal.

3.3. Rights Reserved. The County reserves the right to modify the scope of services before the contract is awarded. If requested, the Contractor shall assist the County in defending the Impact Fee methodology, if legally challenged; Contractor will provide an hourly rate for any litigation assistance services.

3.4. Fee Arrangement and Deliverables. The Contractor shall work under a lump sum professional fee arrangement based on a schedule of payments included in the contract resulting from this solicitation. Contractors must provide a lump sum fee broken out by task and shall submit their proposed payment schedule with their initial proposal response. Contractors shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsive.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

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The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Proposer's name and business address.
- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

4.1.5 All names shall be printed in ink below the signatures.

4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

SECTION 5.0 PROPOSAL OPENING

5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by Addendum.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Manager.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
- 6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	10
2. Organization and Ability of Consultant and Staff	10
3. Relevant Firm Experience	20
4. Quality of References	10
5. Technical Approach	25
6. Cost Proposal	15
7. Oral Presentations	10
TOTAL POSSIBLE POINTS	100

- 6.7 The lowest price proposal will receive the maximum points allowable for the price

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criteria (15 points). Scoring of other proposals is based on the ratio of that proposal's price in relation to the lowest price. The ratio will be multiplied by the score assigned for the pricing criteria. For example:

- Lowest price - \$37,580 assigned the maximum of 15 points
- Next lowest price - \$50,000
- $\$37,580 \text{ divided by } \$50,000 = .75$
- Multiply maximum score of 15 points by .75 equals 11 points

- 6.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.
- 6.8 The Proposals deemed best by the selection committee shall be presented by the County Manager in the form of an Agenda Request to the Jefferson County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Manager.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Jefferson County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Construction and Venue
- 8.4 Contract
- 8.5 Term of the Contract and Termination
- 8.6 Insurance Requirements and Bond Requirements
- 8.7 Non-Appropriation of Funds
- 8.8 Procurement Challenge

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Jefferson Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or SOW means the scope of work and/or services.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful

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Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Jefferson County, Florida, United States.

8.4 Contract

8.4.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

8.4.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 2 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.5 Term of the Contract and Termination

8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties, and unless otherwise amended in writing, the performance period for completion of the initial Study effort shall not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial Study shall not exceed sixty (60) calendar days. Upon agreement of both Parties, this term may be extended for three (3) additional one-year periods under the same terms and conditions.

8.5.2 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the

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cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.6 Insurance Requirements and Bond Requirements

8.6.1 Insurance Verification Requirements – See Appendix B, Section 4.

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

1.	Worker’s Compensation	
1.)	State	Statutory
2.)	Employer’s Liability	\$100,000 each accident \$500,000 policy aggregate
2.	Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4.	Personal and Advertising Injury	\$250,000.00

Commented [RE1]: The County’s Risk Management Department/Insurance Advisor should review the insurance requirements for all contracts and provide appropriate coverage requirements.

This Section shall be underwritten by insurers having a Best’s Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days’ prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

8.6.2 Bond Requirements – there are no bonding requirements.

8.7 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any kind whatsoever. County will immediately notify the

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Contractor or its assignee of such occurrence. In the event of such termination, the County agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the County. The Contractor will be responsible for packing all equipment and any freight charges.

The County will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Contractor shall covenant and agree to indemnify and hold County harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the County in the equipment Contract and which is incurred and arises upon a failure of the County to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

8.8 Procurement Challenges

Any Proposer who desires to formally protest shall follow the procedures outlined in Jefferson County Ordinance No. 22-1103-3033-04, Section 2-5(g), Procurement Challenge, which is incorporated by reference.

APPENDIX A
LEGAL ADVERTISEMENT

[INSERT LEGAL ADVERTISEMENT]

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2024, between JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 435 West Walnut Street, Monticello, Florida 32344, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the the development of an Impact Fees Study (the “Study”) that includes an appropriate and legally defensible impact fee methodology and fee schedules for the following growth-related capital facilities: (1) Fire; (2) EMS; (3) Law Enforcement; (4) Transportation; and (5) Parks and Recreation; and

WHEREAS, COUNTY issued Request for Proposals (RFP) No. _____ seeking interested firms for the development of the Study, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONSULTANT was selected pursuant to this RFP No. _____, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term.

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on shall commence on the date of its execution by the Board of County Commissioner and unless otherwise amended in writing, the performance period for completion of the initial Study effort shall not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial Study shall not exceed sixty (60) calendar days.

1.3 Upon agreement of both Parties, this term may be extended for three (3) additional one-year periods under the same terms and conditions outlined herein.

2.0 Scope of Services to Be Performed by Consultant.

2.1 CONSULTANT shall work with County staff and the county attorney to collect data and develop additional data required to fully support a comprehensive Impact Fee study, which recommends an economically and legally supportable set of impact fees to offset the growth related to Fire, EMS, Law Enforcement, Transportation, and Parks and Recreation facilities. The Consultant will determine the County’s Impact Fees based on the proposed facility requirements, costs, and growth-related needs. Additionally, the Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth. Impact Fees will be calculated to provide for facilities, capital equipment, and infrastructure needed to support

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growth based on forecasts of new development. The proposed new impact fee analysis shall be compared to both surrounding and comparable counties to ensure reasonableness, consistency, and feasibility.

2.2 The following tasks will be required during this project:

2.2.1. Kick-off meeting: Consultant and County staff to review objectives of study, agree to methodology, exchange information, timing, and schedule for all tasks, and to determine information to be provided by County staff, to support a comprehensive Impact Fee study.

2.2.2. Data Collection/Background Review: Upon receipt of the Notice to Proceed, the Consultant will prepare and forward to the Project Manager a data needs memo. The County Project Manager shall assemble as much of the requested data as possible prior to the kick-off meeting. The Consultant will meet with key members of the County staff to receive the data, identify, and discuss major technical and policy issues, and refine the project schedule. Wakulla County staff will provide the databases for the impact fees in electronic format for the vendor to use in the development of the updated apportionment methodology. If the County and the vendor agree that additional data not currently available on the databases is required to develop alternative methodologies, County staff will be responsible for providing the additional data to the vendor. The County will be an active participant and provide the necessary budget information and data required to develop the assessment methodology. The County will also be responsible for conducting fieldwork for missing ad valorem tax roll information. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall consider existing fees, if any, recommended fees and be compared to both (a) surrounding and (b) comparable counties to ensure reasonableness, consistency, and feasibility.

2.2.3. Impact Fee Methodologies: Develop appropriate impact fee methodology and fee schedules necessary for the County to establish and defend its proposed impact fees. The procedure will need to meet the rational nexus test, which is the underpinning of fairness in allocating impact fees. The methodologies, which must be easy to understand and to implement and must provide impact fees for a wide range of development types, including, but not limited to mixed-use, commercial, multi-family, and residential. Consultant should identify any legal consideration for the recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system pursuant to County, State, and Federal regulations.

2.2.4. Growth Analysis: The Consultant will analyze current and anticipated growth forecasts and the Capital Improvement Plans for the County. The Consultant must provide a determination on if the current and anticipated future growth of the county is proportionately funding the additional infrastructure needed to accommodate it, with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination. (The Consultant must include this task in the proposal, but the County may choose to exclude it from the award. The Consultant cost for service for this task should be included in the proposal separately.)

2.2.5. Study: The consultant shall prepare a single compiled report for all Impact Fees that documents the fee study results, including a description of the background information, overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables. The Consultant will develop final study after review by

County Staff.

2.2.6. Review: The consultant will prepare and submit to County staff a minimum of three (3) drafts and status reports (30%, 60% and 90% completion) of the impact fee study.

2.2.7. Public Meetings: The consultant shall attend and present the study at up to two (2) County Commission meetings.

2.2.8. Additional Tasks: If the consultant believes additional tasks are warranted, they must be clearly identified in the consultant's proposal.

2.2.9. The County reserves the right to modify the scope of services before the contract is awarded. If requested, the Consultant shall assist the County in defending the Impact Fee methodology, if legally challenged; consultant will provide an hourly rate for any litigation assistance services. The consultant shall work under a lump sum professional fee arrangement based on a schedule of payments included in the contract resulting from this solicitation. Consultants must provide a lump sum fee broken out by task and shall submit their proposed payment schedule with their initial proposal response. Consultants shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

2.3 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.4 The CONSULTANT shall be authorized to proceed upon the Effective Date of this Agreement.

2.5 When the CONSULTANT and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation.

3.1 General.

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule: **insert fee schedule**.

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3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONSULTANT's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

County Manager or Designee
Jefferson County
1484 S. Jefferson Street
Monticello, FL 32344
Phone: (850) 342-0287
Fax: N/A
smetty@jeffersoncountyfl.gov
rlong@jeffersoncountyfl.gov

3.1.4 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursables.

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement, if any, shall include copies of paid receipts, invoices or other documentation acceptable to the County Clerk. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with this Agreement (including any applicable SA), and include:

Overnight Deliveries
Reproduction

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Sub-consultant
Long Distance Telephone Calls (excluding Florida cities
located outside the boundaries of Jefferson County)

3.2.3 Mileage shall be reimbursed in accordance with Section 112.061, F.S., and COUNTY policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Jefferson County to the Jefferson County line).

3.2.4 All Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the COUNTY upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Insurance Requirements. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the CONSULTANT, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the CONSULTANT. The CONSULTANT shall provide the County a certificate of insurance evidencing such coverage. The CONSULTANT's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the County's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the County, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the CONSULTANT for assessing the extent or determining appropriate types and limits of coverage to protect the CONSULTANT against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under this Agreement.

The following insurance policies and coverages are required:

4.2. Commercial General Liability. Coverage must be afforded under a Commercial General Liability policy with limits not less than:

4.2.1. \$1,000,000 each occurrence and \$2,000,000 aggregate for

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Bodily Injury, Property Damage, and Personal and Advertising Injury

4.2.2. \$1,000,000 each occurrence and \$2,000,000 aggregate for
Products and Completed Operations

Policy must include coverage for contractual liability.

The County, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the CONSULTANT. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, and volunteers.

4.3 Business Automobile Liability. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

4.4. Workers' Compensation and Employer's Liability. Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the County must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the County's Risk Manager, if they are in accordance with Florida Statute.

The CONSULTANT waives, and the CONSULTANT shall ensure that the CONSULTANT's insurance carrier waives, all subrogation rights against the County and the County's officers, employees, and volunteers for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The CONSULTANT must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

4.5 Insurance Certificate Requirements

4.5.1. The CONSULTANT shall provide the County with valid Certificates of Insurance (binders are unacceptable) no later than thirty (10) days prior to the start of work contemplated in this Agreement.

4.5.2. The CONSULTANT shall provide to the County a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

4.5.3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

4.5.4. In the event the Agreement term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met.

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4.5.5. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

4.5.6. The County shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

4.5.7. The County shall be granted a Waiver of Subrogation on the CONSULTANT's Workers' Compensation insurance policy.

4.5.8. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

4.5.9. The Certificate Holder should read as follows: Jefferson County Board of County Commissioners

The CONSULTANT has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the County as an Additional Insured shall be at the CONSULTANT's expense.

If the CONSULTANT's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The CONSULTANT's insurance coverage shall be primary insurance as respects to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the CONSULTANT that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

Any lapse in coverage may be considered breach of contract. In addition, CONSULTANT must provide to the County confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The County reserves the right to review, at any time, coverage forms and limits of CONSULTANT's insurance policies.

The CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the CONSULTANT's insurance company or companies and the County's Risk Management office, as soon as practical.

5.0 Standard of Care.

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

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5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification.

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.1.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-CONSULTANTS, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.1.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.2 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor.

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

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7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice. The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws. In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting.

10.1 The COUNTY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant.

10.2 If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the COUNTY. Failure of a subconsultant to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes. The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes. The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities. COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing

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reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement.

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing

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the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver. A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability.

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement.

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

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21.0 Modification. The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns.

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

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

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANTS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

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25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COUNTY MANAGER'S OFFICE, C/O Gus Rojas, 445 W. Palmer Mill Rd., Monticello, FL 32344; 850-342-0223; grojas@jeffersoncountyfl.gov.

26.0 Access and Audits.

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Jefferson County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

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26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice.

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to COUNTY: COUNTY MANAGER'S OFFICE
C/O Shannon Metty
450 W. Walnut Street
Monticello, FL 32344
850-342-0223
smetty@jeffersoncountyfl.gov

As to CONSULTANT: [TO COME]

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process.

As to County: County Manager
Jefferson County Florida
450 West Walnut Street
Monticello, Florida 32344

As to CONSULTANT: [TO COME]

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Jefferson County Manager, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

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30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any subconsultant or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0. Appropriations. CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages. The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of _____ per day.

33.0 Grant Conditions. If applicable, CONSULTANT shall comply with all applicable terms and conditions of any state or federal grants that is providing funding for the Services being performed by CONSULTANT.

34.0 Scrutinized Companies. CONSULTANT certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, CONSULTANT understands that this reference allows for termination of this Agreement, at the option of the County, if CONSULTANT is found to have submitted a false certification.

35.0 E-Verify. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., CONSULTANT, and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees. CONSULTANT shall require each of its subconsultants to provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. The County, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The County, upon good faith belief

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that a subconsultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the subconsultant. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the County for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year last signed below.

SIGNATURES OMITTED FROM DRAFT CONTRACT