



Jefferson County Board of County Commissioners

Thursday, June 20, 2024 at 6:00 pm

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

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

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

- a. Stephen Walker Memorial Sign
- b. Red Cross Presentation
- c. 4-H Award Presentation

3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

a. Letter of Support-Heart and Soul

Attachments:

- Letter of Support (Cetta_Barnhart.docx)

4. CONSENT AGENDA

- a. Vouchers
- b. SCL Bridge Change Order

Attachments:

- Change Order (Jefferson_County_SCL_Railroad_Bridge_Change_Order__1.pdf)

5. GENERAL BUSINESS

a. Opioid Settlement Plan

Attachments:

- Agenda Item (Agenda_Item_-_Opioid_Exp_Plan.doc)
- Agreement (MOU-Jefferson_County_BOCC_County_Version_2_6-13-24.docx)

b. TDC Marketing Agreement

Attachments:

- Contract (2024_contract-06142024133828.pdf)

c. Peavy Contract

Attachments:

- Agenda Item (Agenda_Item_-_Private_Road_Grant_Easement_Agreement.doc)
- Amended Extension (Draft_Amendment_Extension_6.11.24.docx)

d. FDEM-Temp Construction Easement

Attachments:

- **Agenda Item** (Agenda_Item_-_Private_Road_Grant_Easement_Agreement.doc)
- **Agreement** (Temp_Construction_Easement_-_Private_Roads_v._2._.docx)

6. CLERK OF COURTS

7. COUNTY ENGINEER

8. COUNTY ATTORNEY

9. COUNTY MANAGER

a. July 4th Meeting

10. COUNTY COMMISSIONERS

11. ADJOURN

WORKSHOP

12. Budget Workshop

13. 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.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.



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

J T Surles

District 3- Chair

Austin Hosford

District 4-Vice Chair

Ben White

District 5

June 6, 2024

RE: The Community Heart and Soul Seed Grant-Cetta Barnhart

To Whom It May Concern,

I am writing to express my support for Cetta Barnhart's application for The Community Heart & Soul Seed Grant.

As a commissioner of a small town, I understand the importance of community, and Mrs. Barnhart embodies this principle. Her work with the Community Supported Agriculture (CSA) program has been pivotal in providing fresh, local produce to our residents. Additionally, her efforts as a family advocate and her work among farmers have significantly enriched the lives of many in our community.

The Community Heart & Soul Seed Grant would enable Mrs. Barnhart to expand her efforts and reach even more individuals within our community. With this grant, she will be able to organize more community engagement events and activities, further strengthening the bonds within Jefferson County.

I would like to thank you in advance for your consideration of Cetta Barnhart's application for The Community Heart & Soul Seed Grant to assist with program growth.

Should you need anything further, please feel free to reach out to the County Manager Shannon Metty at 850-342-0223 or email: smetty@jeffersoncountyfl.gov

Sincerely,

J.T. Surles
Jefferson County Board of County Commissioners

Jason Welty
Clerk of Courts

Shannon Metty
County Manager

Heather Encinosa
County Attorney

**EXHIBIT H
CHANGE ORDER**

CHANGE ORDER NO. _____ JEFFERSON COUNTY PROJECT NO. _____

TO: WEBBER /ATTN. SHANE MANETH
11943 NW STATE 20
BRISTOL, FL 32321

DATE: 5/16/2024

PROJECT NAME: SCL RAILROAD BRIDGE

Jefferson County Project No. _____

Under our AGREEMENT dated 8/17/2023.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

THIS PAY REQUEST/CHANGE ORDER REFLECTS THE ADDITIONAL QUANTITIES NEEDED TO COMPLETE THE PROJECT

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ 23,598.50).

Original Agreement Amount \$ 118,473.00

Sum of Previous Changes \$ N/A

This Change Order ADD/DEDUCT \$ 23,598.50

Present Agreement Amount \$ 142,071.50

The time for completion shall be (increased/decreased) by 0 calendar days due to this Change Order. Accordingly, the Contract Time is now _____ () calendar days and the final completion date is July 8, 2024. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____.

JEFFERSON COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

DESIGN PROFESSIONAL: By: Jim Boylan Consulting Engineer

ITEM	ITEM DESCRIPTION	Plan Quantity	Revised Quantity	UNIT	BID PRICE	BID SUBTOTAL	REVISED SUBTOTAL
101-1	MOBILIZATION	1	1.125	LS	\$ 17,000.00	\$ 17,000.00	\$ 19,125.00
102-1	MOT	1	1.125	LS	\$ 21,600.00	\$ 21,600.00	\$ 24,300.00
110-1-1	CLEARING AND GRUBBING	1	1	LS	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00
120-2-2	BORROW EXCAVATION	25	184	CY	\$ 164.80	\$ 4,120.00	\$ 30,323.20
121-70	FLOWABLE FILL	35	20	CY	\$ 665.50	\$ 23,292.50	\$ 13,310.00
305-1	BITUMINOUS CRACK AND JOINT SEALING FOR ASPHALTIC CONCRETE ROADWAY	220	220	LF	\$ 14.75	\$ 3,245.00	\$ 3,245.00
339-1	MISCELLANEOUS APHALT PAVEMENT	10	3.02	TN	\$ 640.00	\$ 6,400.00	\$ 1,932.80
458-1-21	BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	220	220	LF	\$ 89.50	\$ 19,690.00	\$ 19,690.00
525-1	ASPHALT CONCRETE CURB (Guardrail berm)	48	48	LF	\$ 134.00	\$ 6,432.00	\$ 6,432.00
536-73	GUARDRAIL REMOVAL	36	36	LF	\$ 20.00	\$ 720.00	\$ 720.00
536-1-1	GUARDRAIL ROADWAY, GEN TL-3	36	36	LF	\$ 233.50	\$ 8,406.00	\$ 8,406.00
570-1-1	PERFORMANCE TURF	150	0	SY	\$ 10.25	\$ 1,537.50	\$ -
570-1-2	PERFORMANCE TURF, SOD	40	250	SY	\$ 40.75	\$ 1,630.00	\$ 10,187.50

BID TOTAL \$ 118,473.00

REVISED BID TOTAL \$ 142,071.50

Board of County Commissioners

Agenda Request

Date of Meeting: June 20, 2024

Date Submitted: June 14, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Heather Encinosa, County Attorney

Subject: Acceptance of Opioid Litigation Settlement Funds, and Approval of Memorandum of Understanding with Northwest Florida Health Network, and Authorize Purchase of two LifePak 15 Monitor/Defibrillators from _____ Contract

Statement of Issue:

This agenda item seeks acceptance of \$69,175.00 in regional opioid litigation settlement funds, approval of a Memorandum of Understanding with Northwest Florida Health Network to receive and utilize the settlement funds for the provision of two LifePak 15 monitor/defibrillators for Jefferson County fire rescue's use in the diagnosis and treatment of patients experiencing symptoms of opioid overdose, and authorization for the County to purchase that equipment from _____ Contract (# _____).

Background:

The County approved participation in the State of Florida's settlement of the nationwide opioid litigation against opioid manufacturers and pharmaceutical distributors and has entered into the Florida Opioid Allocation and Statewide Response Agreement between the state and participating counties and cities. Pursuant to these settlements, funding will be provided -- both directly and pursuant to a regional allocation on behalf of the County -- to remediate and abate the impacts of the opioid crisis.

The regional monies allocated to Jefferson County through the settlements are distributed to the Northwest Florida Health Network by the State of Florida, Department of Children and Families.

Analysis:

Through the attached Memorandum of Understanding, the Northwest Florida Health Network will provide the County's regional opioid settlement allocation for the current fiscal year in the amount of \$69,175.00 to the County for acquisition of two LifePak 15 monitor/defibrillators for Jefferson County fire rescue's use in the diagnosis and treatment of patients experiencing symptoms of opioid overdose.

Pursuant to the Memorandum of Understanding, staff is seeking approval for the County to purchase

Acceptance of Opioid Litigation Settlement Funds, Approval of Memorandum of Understanding with Northwest Florida Health Network, and Authorize Purchase of two LifePak 15 Monitor/Defibrillators from _____ Contract

June 20, 2024

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the two LifePak 15 monitor/defibrillators for Jefferson County fire rescue's use in the diagnosis and treatment of patients experiencing symptoms of opioid overdose. In accordance with Section 2-4(f) of the Jefferson County Code of Ordinances, the equipment is available on _____ contract (#_____) for a total cost of \$_____(attached).

Options:

1. Approve Acceptance of Opioid Litigation Settlement Funds, Approval of Memorandum of Understanding with Northwest Florida Health Network, and Authorize Purchase of two LifePak 15 Monitor/Defibrillators from _____ contract.
2. Do Not Approve Acceptance of Opioid Litigation Settlement Funds, Approval of Memorandum of Understanding with Northwest Florida Health Network, and Authorize Purchase of two LifePak 15 Monitor/Defibrillators from _____ contract.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Memorandum of Understanding with Northwest Florida Health Network
2. _____ Contract for Purchase of two LifePak 15 Monitor/Defibrillators

MEMORANDUM OF UNDERSTANDING
NORTHWEST FLORIDA HEALTH
NETWORK AND
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Understanding, herein referred to as “MOU,” is entered into, as of this 20th day of June, 2024, between **NORTHWEST FLORIDA HEALTH NETWORK**, (hereinafter referred to as “NWFHN”) and **JEFFERSON COUNTY, FLORIDA** (hereinafter referred to as “JC”)

I. Purpose

The purpose of this agreement is to facilitate the expansion and availability of treatment for opioid use disorder and any co-occurring substance use disorder or mental health conditions, including all forms of medication-assisted treatment approved by the U.S. Food and Drug Administration. This document outlines the requirements of each party pertaining to the distribution and use of regional funds allocated to JC and received by NWFHN from the Opioid Settlement Trust Fund (“Opioid Funds”).

II. NWFHN will:

- a. Contract and expend the Opioid Funds in furtherance of JC’s adopted expenditure priorities/implementation plan (“Implementation Plan”) and in accordance with the use requirements on monies from the Opioid Settlement Trust Fund (collectively “Allowable Activities”). JC’s adopted Implementation Plan is attached hereto as Exhibit “A,” and incorporated herein by reference.
- b. For Fiscal Year, 2023-24, provide \$69,175 in available Opioid Funds to Jefferson County on behalf of Jefferson County Fire Rescue for expenditure on Allowable Activities for that fiscal year.
- c. Monitor all contracts for expenditure of the Opioid Funds to ensure compliance with all contractual terms and conditions, all applicable laws and regulations, and restrictions on Allowable Activities.
- d. Timely provide all necessary reports and sufficient supporting documentation to the satisfaction of JC demonstrating how and when the Opioid Funds were expended on Allowable Activities and the results obtained from those expenditures so that JC can timely file all required reports to the Florida Opioid Implementation and Financial Reporting System (“FOIFRS”).
- e. Assist JC, as needed, in providing all required reports to the FOIFRS.
- f. In the event, NWFHN is able to access FOIFRS directly, file all required documents and reports in FOIFRS, as set forth in paragraphs III.c. and d. below.
- g. Comply with all applicable laws and regulations, including Section 397.335, Florida Statutes, and the requirements of the Opioid Settlement Trust Fund.

III. Jefferson County will:

- a. Provide JC’s Implementation Plan to NWFHN in furtherance of the goals of expanding treatment for opioid use disorder and any co-occurring substance use disorder or mental health conditions.
- b. Comply with all applicable requirements outlined in section 397.335, Florida Statutes, and to the extent NWFHN is unable to access FOIFRS, file all required documents and reports in FOIFRS, as set forth in paragraphs c. and d. below.
- c. By June 30, 2024, submit JC’s Implementation Plan to FOIFRS. The Implementation

Plan shall provide information related to JC's preferences for use of the Opioid Funds and how data will be collected regarding use of Opioid Funds.

- d. By August 31, 2024 submit expenditures of Opioid Fund to FOIFRS and the results obtained from those expenditures.

IV. Confidentiality

JC does not intend to receive any protected health information but all rules and regulations regarding confidentiality laws and public record laws shall be followed by both JC and NWFHN collectively and independently.

V. Entire Agreement

This MOU states the entire agreement between the agencies with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

VI. Authority

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

VII. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

VIII. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

IX. Waiver

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

X. Modifications and Amendments

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The agencies further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU.

XI. Term of the Agreement

This Memorandum of Understanding is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOU for any of the

parties or for any third-party beneficiaries. This MOU is effective upon signing and shall end at midnight on June 30, 2024. A party may terminate their involvement in the MOU without cause upon written notice to the remaining parties. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

Entity: Jefferson County

Name: JT Surles

Title: Chair

Signature: _____ Date: ____

Attest:

Clerk of Court

Entity: Northwest Florida Health Network Name: Courtney Stanford

Title: Chief Operations Officer

Signature: _____ Date: _

**EXHIBIT A
IMPLEMENTATION PLAN**



Implementation Plan Non-Qualified County

Funding Amount: \$69,175.00
Counties of service: Jefferson County

Core Strategy (From Schedule A)	Allowable Use (From Schedule B)	Service Provider/Vendor	23-24 Contract amount	24-25 Projected	25-26 Projected
Prevent overdose deaths	Purchase Lifepak 15 ekg, O2, CO2 B/P, Pulse monitors	Stryker	\$75,458.40		

Scope of Work and desired outcome: Jefferson County will purchase two Life Pak 15's which are used for diagnosis and treatment of every patient experiencing symptoms of overdose. Life Paks have the ability to monitor heart rhythm, pulse, oxygen saturation, and carbon dioxide levels. The LifePak gives us the ability to convert abnormal cardiac rhythms and to transmit EKG's to the hospital Emergency Department prior to arrival.

CONTINUING 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 DeBerry Marketing Services, LLC headquartered at 404 NE 2nd Street, Trenton, FL 32693, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is 27-4402572.

WHEREAS, COUNTY requires certain professional services in connection with the tourism marketing services and

WHEREAS, COUNTY issued Requests for Procurement # 2024-04 on March 20, 2024 seeking interested firms for the provision of tourism marketing services, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this RFP 2024-04, 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 June 7, 2024 and continue until June 3, 2025, unless otherwise terminated as provided herein.

2.0 Scope of Services, Performance Schedule.

2.1 CONTRACTOR shall perform the following services: [insert scope of services, performance schedule as applicable]

2.2 CONTRACTOR 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.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include CONTRACTOR'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 CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR 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.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Jefferson County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

[LIMITS AND TYPES SPECIFIED BELOW WILL VARY
DEPENDING ON THE CONTRACT AND NEED TO COME FROM RISK MANAGEMENT]

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

6.1.1 CONTRACTOR 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 CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR 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 CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.1.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR'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 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

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

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

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

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure).

15.1 Neither the COUNTY nor CONTRACTOR 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 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.

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

22.0 Successors and Assigns.

22.1 COUNTY and CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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 contractors. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents.

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS 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. CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

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: Shannon Metty, County Manager

As to CONTRACTOR: Scott DeBerry, Owner

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 CONTRACTOR and COUNTY.

28.0 Service of Process.

As to County: Chairman of the Board of County Commissioners
Jefferson County Florida
435 West Walnut Street
Monticello, Florida 32344

As to CONTRACTOR: Scott DeBerry, Owner
DeBerry Marketing Services, LLC
404 NE 2ND Street
Trenton, FL 32693

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, Contractor understands that this reference allows for termination of this Agreement, at the option of the County, if Contractor is found to have submitted a false certification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

DEBERRY MARKETING SERVICES, LLC, a Florida limited liability company

JEFFERSON COUNTY, a political subdivision of the State of Florida

Meredith Scott DeBerry
By: MEREDITH SCOTT DEBERRY
Its: PRESIDENT

J.T. Surlles, Chairman
Board of County Commissioners

Date: 6/11/2024

Date: _____

ATTEST:

ATTEST:

Misti Waldrop
By: MISTI WALDROP
Its: WITNESS

Jason Welty, Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather Encinosa, Esq., County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: June 20, 2024

Date Submitted: June 13, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Evan Rosenthal, Deputy County Attorney

Subject: Approval of Form of Temporary Construction Easement Agreement for Private Road Grant Program

Statement of Issue:

This agenda item requests Board approval of the form of a temporary construction easement agreement to allow the County to obtain the necessary legal access to private property to construct the improvements to private roads that are contemplated under FDEM State Funded Lap Grant Agreement D1546 (the “Private Road Grant”).

Background:

The County recently approved the Private Road Grant, which provides \$3,225,000.00 in funding for repairs to certain private roads in the County. As the roads to be improved are privately owned, in order to perform the work, the County first needs to obtain legal rights to access the property and construct the road improvements. Some of the roadways to be improved are owned by an HOA, in which case only HOA approval will be required. Some of the roadways are owned by abutting property owners. For these roads, the County will need to obtain approval of all abutting property owners before proceeding with the work.

The attached form temporary construction easement agreement (the “Easement Agreement”) provides for the County to be granted temporary rights to access the private property to be improved and construct the improvements. The Easement Agreement specifically states that it does not constitute a grant or dedication of the improvements or the easement area to the County and that all improvements and the easement area shall at all times remain privately owned. The Easement Agreement further provides that the County does not warrant the improvements nor is it responsible for operating or maintaining them after completion. The Easement Agreement will automatically expire upon final completion of the improvements or April 30, 2026, which ever occurs first.

Analysis:

Staff is seeking the Board’s approval of the form of the Easement Agreement and for the Board to authorize the County Manager to execute the Easement Agreements on behalf of the County. Once the form is approved by the Board, staff will send the Easement Agreement to all owners of the private roads to be improved for their approval. Once the County has obtained the approval of all

abutting property owners for each road, construction may commence.

Options:

1. Approve the Form Temporary Construction Easement Agreement for use with the Private Road Grant Program and Authorize the County Manager to Execute the Agreement on Behalf of the County.
2. Do Not Approve the Form Temporary Construction Easement Agreement for use with the Private Road Grant Program and Authorize the County Manager to Execute the Agreement on Behalf of the County.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Form Easement Agreement for use with the Private Road Grant Program

FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT BETWEEN
JEFFERSON COUNTY, FLORIDA, AND
PEAVY & SON CONSTRUCTION CO., INC.
For Jefferson County Road Bond Paving Project, Project No. #01-4102-150323

This First Amendment to the Construction Agreement between **Jefferson County**, a political subdivision of the state of Florida (the “County”), and **Peavy & Son Construction Co., Inc.** (the “Contractor”), effective as of June 1, 2024 (the “Effective Date”), is made a part of the original Agreement dated June 1, 2023 (the “Original Contract”), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **AMENDMENT.** Section 5(A) of the Original Contract is revised and replaced as follows:
 (A) The term of this Agreement shall commence on the date of its execution by the Chairman of the Board of County Commissioners and continue until June 1, 2025, unless otherwise terminated as provided herein.
2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the Original Contract between the parties and any amendments thereto, shall remain in full force and effect.
3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective June 1, 2024.

ATTEST:

PEAVY & SONS CONSTRUCTION CO., INC.

BY: _____

BY: _____

Print Name: _____

MD Peavy, IV
Vice President

Its: _____

Date: _____

ATTEST:

JEFFERSON COUNTY, FLORIDA

Jason Welty, Clerk of the Circuit Court

BY: _____
Commissioner J.T. Surles, Chair

APPROVED AS TO FORM:

Date: _____

Heather Encinosa, Esq., County Attorney

Board of County Commissioners

Agenda Request

Date of Meeting: June 20, 2024

Date Submitted: June 13, 2024

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager
Evan Rosenthal, Deputy County Attorney

Subject: Approval of Form of Temporary Construction Easement Agreement
for Private Road Grant Program

Statement of Issue:

This agenda item requests Board approval of the form of a temporary construction easement agreement to allow the County to obtain the necessary legal access to private property to construct the improvements to private roads that are contemplated under FDEM State Funded Lap Grant Agreement D1546 (the “Private Road Grant”).

Background:

The County recently approved the Private Road Grant, which provides \$3,225,000.00 in funding for repairs to certain private roads in the County. As the roads to be improved are privately owned, in order to perform the work, the County first needs to obtain legal rights to access the property and construct the road improvements. Some of the roadways to be improved are owned by an HOA, in which case only HOA approval will be required. Some of the roadways are owned by abutting property owners. For these roads, the County will need to obtain approval of all abutting property owners before proceeding with the work.

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Analysis:

Staff is seeking the Board’s approval of the form of the Easement Agreement and for the Board to authorize the County Manager to execute the Easement Agreements on behalf of the County. Once the form is approved by the Board, staff will send the Easement Agreement to all owners of the private roads to be improved for their approval. Once the County has obtained the approval of all

abutting property owners for each road, construction may commence.

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1. Approve the Form Temporary Construction Easement Agreement for use with the Private Road Grant Program and Authorize the County Manager to Execute the Agreement on Behalf of the County.
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3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Form Easement Agreement for use with the Private Road Grant Program

Record and Return to:

Jefferson County Administration
Attn: Shannon Metty, County Manager
445 W Palmer Mill Rd
Monticello, FL 32344

This Document Prepared By:

Evan Rosenthal, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308

Name of Project: FDEM Private Road Improvement Project

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2024, by _____, whose address is _____, hereinafter called “Grantor,” and JEFFERSON COUNTY, a political subdivision of the state of Florida, whose mailing address is 445 W Palmer Mill Rd Monticello, FL 32344, hereinafter called “Grantee.” Wherever used herein, the terms Grantor and Grantee include the parties to this instrument and their heirs, legal representatives, successors, and assigns.

WITNESSETH:

WHEREAS, Grantee has received a grant award from the Florida Division of Emergency Management (FDEM), State Funded LAP Grant Agreement No. D1546, to fund construction of improvements to certain privately owned roads located within the County, including appurtenant drainage improvements (the “Project”); and

WHEREAS, Grantor wishes to grant to Grantee a temporary construction easement for the purpose of facilitating the construction of the Project and providing Grantee access to the Easement Area, as hereinafter defined.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and hereby incorporated into the terms of this Agreement.

2. **Grant of Temporary Construction Easement.** Grantor by these presents does hereby give, grant, bargain and release to the Grantee, a temporary construction easement for the purpose of constructing, re-constructing, and improving road facilities and improvements and stormwater drainage facilities and improvements (collectively the “Improvements”), together with the right of ingress and egress, in, over, under, through, and across the real property, situate, lying, and being in Jefferson County, Florida, described in Exhibit “A” attached hereto and incorporated herein by reference (the “Easement Area”). The rights granted to Grantee

hereunder include the right to use the Easement Area for additional workspace and temporary storage of materials and equipment associated with the construction of the Improvements. The right to use the Easement Area may be extended by Grantee to its employees, agents, licensees, contractors, consultants, subcontractors, business invitees and other persons involved with the construction of the Improvements.

3. **No Dedication; Easement Area and all Improvements to Remain Privately Owned.** Nothing herein shall be deemed to constitute a grant or dedication of the Improvements or the Easement Area to the Grantee or the general public. The Improvements and the Easement Area shall at all times remain privately owned. Grantee does not warrant the Improvements nor shall Grantee have any obligation to operate or maintain the Improvements.

4. **Termination.** All rights granted to the County herein shall automatically terminate upon final completion of the Project, or April 30, 2026, whichever occurs first.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the Effective Date.

Signed and sealed in the presence of: (Two witnesses as required by Florida Law)

GRANTOR

(Witness No. 1 - Signature)

(Grantor Signature)

(Witness No. 1 - Printed)

(Grantor Print Name)

Witness 1 Address: _____

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

Witness 2 Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public
Printed Name: _____
Commission Number: _____
Expiration of Commission: _____

(Notary Stamp)

Signed and sealed in the presence of: (Two witnesses as required by Florida Law)

**GRANTEE
JEFFERSON COUNTY**

(Witness No. 1 - Signature)

(Signature)

(Witness No. 1 - Printed)

(Print Name)

Witness 1 Address: _____

(Title)

(Witness No. 2 - Signature)

(Witness No. 2 - Printed)

Witness 2 Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____, who is personally known to me or who has produced _____ as identification.

(Notary Stamp)

Notary Public
Printed Name: _____
Commission Number: _____
Expiration of Commission: _____

**Temporary Construction Easement
Exhibit "A"**