

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2025, 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 an insurance CONSULTANT for those employed by the COUNTY or its constitutional offices, to procure and deliver: Health, Vision, Dental, Life and other employee benefit supplemental insurances; and

WHEREAS, COUNTY issued Request for Proposals (RFQ) No. _____ seeking interested qualified individuals or firms for the procurement of an employee insurance CONSULTANT, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONSULTANT was selected pursuant to this RFQ 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 the date of its execution by the Board of County Commissioner and unless otherwise amended in writing for three (3) years.

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.

CONSULTANT shall have the capability of accessing insurance markets on a national basis to maximize the availability of coverage for the County's consideration. The consultant shall demonstrate that it possesses the resources at its disposal that are necessary to fulfill the requirements of the scope of services. The CONSULTANT must possess all necessary licenses to perform the services needed by the BOCC as may be required by the State of Florida. The CONSULTANT shall provide proof of license and certifications held by at least one (1) employee of the Vendor's team. Proof shall be provided with proposal submission with a copy of the employee's license and/or certification confirming the employee will be available and capable of performing work for the County under this proposal.

2.1 The following tasks will be required for this project:

2.1.1 Consultant shall annually provide quarterly and annual reporting to the Jefferson County Board of County Commissioners or its designee. Information shall include but not be limited to participation data, program, frequency and statistical results testing for improvement of the participating population.

2.1.2 Consultant shall prepare an annual timeline and shall be responsible for developing a strategy, making presentations, and implementation of services that shall be provided to citizens seeking literacy improvements. Renewal of such timeline and strategy shall be submitted to the County Manager's Office no later than the second week of July of each year. The county reserves the right to alter this timeline, and the strategy submitted.

2.1.3 Consultant shall research best methods, plan themed related programs, host, order materials, and schedule the following events monthly.

- a. A family event, which provides a healthy meal for participating families, storytelling, literacy activities, and parent-child activities.
- b. Math-based literacy events that provides hands on lessons that include take home kits, materials and corresponding books in an interactive manner.
- c. Professional Development training for early educators. Training and resources to help improve the instructional practices of the childcare center teachers. Each session will include professional training, sample lesson plans for teachers, opportunities for role play and Q&A, materials, and books for classroom instruction. Sessions shall be delivered quarterly.
- d. Monthly event that help support reading development at home. Families shall receive a calendar of literacy related activities that they can do together in between family events. Families will send in photos of the family doing the activity to be displayed in the library. Family participants may come in for monthly reading celebration and to get their calendar and materials for the next month.
- e. Structured storytime, where parents have an opportunity to chat with literacy experts about how to support their children's literacy at home.
- f. Seasonal program that offers opportunities for learning that may help to prevent summer learning loss. This intensive summer program includes 2-week sessions of high-quality literacy instruction and Family Engagement sessions for continued learning at home.

2.1.4 Consultant shall possess a degree, license, or certification in one of the following;

- a. Ph.D., in education or related area
- b. Literacy Coach
- c. Educational Program Content & Facilitation

d. Early Education

2.1.5 Consultant shall coordinate the approval of selected caterers and additional resources in collaboration with the County Librarian & County Manager.

2.1.6 Consultant shall aid with review of data received from participant and develop a comprehensive admirative plan for management review.

2.1.7 Consultant shall analyze continuing trends and report in advance the effect of upcoming changes.

2.1.8 Consultant shall provide County Management support as needed.

2.2 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.

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

2.4 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 CONSULTANT shall be compensated by directly by the County. The Consultant shall also submit a timetable for their deliverables with their initial proposal. The Consultant shall be paid as follows;

[INSERT FEE PROPOSAL]

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 Commission.

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 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.

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.

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 sub-CONSULTANTS 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.

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 sub CONSULTANT or to reject the selection of a particular sub CONSULTANT and to inspect all facilities of any sub CONSULTANT.

10.2 If a sub CONSULTANT fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub CONSULTANT by the COUNTY. Failure of a sub CONSULTANT 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 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 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.

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.

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.

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
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As to CONSULTANT:	[TO COME]
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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

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 sub CONSULTANT 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 sub CONSULTANTs shall, register with and use the E-Verify system to verify work authorization status of all employees. CONSULTANT shall require each of its sub CONSULTANTs to provide CONSULTANT with an affidavit stating that the sub CONSULTANT does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the sub CONSULTANT's affidavit as part of and pursuant to the records retention requirements of this Agreement. The County, CONSULTANT, or any sub CONSULTANT 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 that a sub CONSULTANT knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and CONSULTANT shall immediately terminate the contract with the sub CONSULTANT. 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