

Board of County Commissioners Agenda Request

Date of Meeting: December 6, 2016

Date Submitted: November 17, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Curtis Young, Public Works Director

Subject: Approval of Contract Amendment #1 with J.B. Coxwell Contracting, Inc.
for Emergency Debris Management Services

Statement of Issues:

This agenda item seeks Board approval the Contract Amendment to the existing contract with J.B. Coxwell Contracting, Inc. for Emergency Debris Management Services.

Background:

The Board of County Commissioners contracted with J.B. Coxwell Contracting, Inc. on October 1, 2015 for disaster recovery services in the event of a major storm. The contractor would only be employed if Public Works could not manage debris removal and emergency repairs in response to a major hurricane or other unforeseen emergency.

Analysis:

Historically, debris removal and disposal operations represent the most expensive category under the Federal Emergency Management Agency (FEMA) Public Assistance Program. At the regular meeting on February 16, 2016, the Board approved J.B. Coxwell Contracting, Inc. to be one of the County's contractors. The Contract Amendment will allow J.B. Coxwell Contracting, Inc. to continue to provide debris management services.

Fiscal Impact:

This Contract Amendment requires no cost from the County. If the County requests services from the contractor during a declared disaster, FEMA will pay for 80% of the costs incurred. The Florida Department of Community Affairs will fund an additional 10% and the County will be responsible for the remaining 10%.

Options:

1. Approve and authorize the Chairperson to sign the attached Amendment to the existing Contract.
2. Do not approve.
3. Board direction.

County Administrators Recommendation:

Option 1

Attachments:

1. Contract Amendment #1 (2 Copies)
2. Original Agreement for Debris Removal with J.B. Coxwell Contracting, Inc.

AGREEMENT FOR DEBRIS REMOVAL,
REDUCTION, DISPOSAL, AND OTHER EMERGENCY
SERVICES FOLLOWING A DISASTER EVENT

CONTRACT AMENDMENT #1

THIS **AMENDMENT modifies that certain** AGREEMENT, effective as of the 1st day of October, 2015 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and J. B. COXWELL CONTRACTING, INC, a Florida corporation authorized to transact business in Florida (the "Contractor").

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has a need for debris removal, reduction, disposal, and other emergency services following disaster events ("Debris Removal"); and

WHEREAS, the County has received acceptance from the Federal Emergency Management Agency ("FEMA") for the County's Debris Management Plan to participate in the Public Assistance Alternative Procedures Pilot Program for Debris Removal (the "FEMA Program"), which provides for an additional cost share increase by completing Debris Removal projects within a ninety (90) day timeframe; and

WHEREAS, under the terms of the Program, the County may contract with private parties to perform the Debris Removal services; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, in order to secure the most qualified contractor and lowest cost for these services, the County solicited a request for proposals for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County determined that it is in the best interests of the Citizens of Gadsden County, Florida to contract with the Contractor to provide such services, **and**.

WHEREAS, this contract is written consistent with 2 CFR 200.317-326 and provisions, where applicable, are adopted, **and**,

WHEREAS, in the interest of full compliance with State of Florida recommendations for compliance with Federal Emergency Management Agency public assistance grant funds reimbursement; this Modification #1 is **adopted by the parties as follows:**

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency

of which are conclusively acknowledged, the parties agree as follows:

13. MONITORING is replaced with the following language:

Monitoring debris removal operations requires comprehensive observation and documentation by the Public Assistance applicant of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with Public Assistance guidelines, and helps verify compliance with all applicable Federal, State and local regulations. This contract will be monitored by County force account inspectors. Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver to the Contractor a written report of its findings and may include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

24. EEOC, CWHSSA and Rights to Inventions Made under a Contract or Agreement is added, as follows:

(a). Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The contractor will comply with all provisions of Executive Order 11246 of September 24,

1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Contract Work Hours and Safety Standards Act – This contract agreement adopts by reference the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

(c) Rights to Inventions Made Under a Contract or Agreement – this contract agreement complies with the requirements of 37 CFR Part 401 "Rights of Inventions Made by Non Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

14.(d) Clean Air Act and the Federal Water Pollution Act as amended – this contract complies with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Pollution Control Act as amended.

14 (e) Byrd Anti-Lobbying Amendment – The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352.

No further changes to this Agreement are included in Amendment #1 by the Parties

IN WITNESS WHEREOF, the parties have executed this Amendment #1 effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered :
the presence of:

(1st Witness Signature)

(1st Witness – Printed Name)

(2nd Witness Signature)

(2nd Witness – Printed Name)

J.B. COXWELL CONTRACTING, INC., a in
Florida corporation authorized to transact
business in Florida:

By: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as President of J. B. COXWELL CONTRACTING, INC., a Florida corporation authorized to transact business in Florida, on behalf of said company. Such person: () is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.

ATTEST: GADSDEN COUNTY
CLERK OF COURT

NICHOLAS THOMAS

GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida:

BRENDA HOLT
Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY.

DAVID J. WEISS

**AGREEMENT FOR DEBRIS REMOVAL,
REDUCTION, DISPOSAL, AND OTHER EMERGENCY
SERVICES FOLLOWING A DISASTER EVENT**

THIS AGREEMENT, effective as of the 1st day of October, 2015 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and J. B. COXWELL CONTRACTING, INC, a Florida corporation authorized to transact business in Florida (the "Contractor").

WHEREAS, the has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has a need for debris removal, reduction, disposal, and other emergency services following disaster events ("Debris Removal"); and

WHEREAS, the County has received acceptance from the Federal Emergency Management Agency ("FEMA") for the County's Debris Management Plan to participate in the Public Assistance Alternative Procedures Pilot Program for Debris Removal (the "FEMA Program"), which provides for an additional cost share increase by completing Debris Removal projects within a ninety (90) day timeframe; and

WHEREAS, under the terms of the Program, the County may contract with private parties to perform the Debris Removal services; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, in order to secure the most qualified contractor and lowest cost for these services, the County solicited a request for proposals for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County determined that it is in the best interests of the Citizens of Gadsden County, Florida to contract with the Contractor to provide such services.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide the following services to the County: Debris Removal Services pursuant to and in accordance with the FEMA Program, incorporated herein, RFP 15-04, attached hereto as Exhibit A and incorporated herein, Contractor's Proposal in response to RFP 15-04, attached hereto as Exhibit B and incorporated herein, and the County's Debris Management Plan, attached hereto as Exhibit C and incorporated herein. This Agreement, the FEMA Program, RFP 15-04, Contractor's Proposal in response to RFP 15-04, and the County's

Debris Management Plan are collectively referred to as the "Contract Documents." In the event of any inconsistency in the Contract Documents, the FEMA Program shall control, followed by RFP 15-04, then the County's Debris Management Plan, then this Agreement, then Contractor's Proposal in response to RFP 15-04.

2. WORK; SUBJECT TO FUNDING

The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

3. TERM

The term of this Agreement shall be for a period of three (3) years, effective October 1, 2015 through September 30, 2018, unless earlier terminated in accordance with its terms. After the initial three (3) year period, at the sole option of the County, the Agreement may be extended for no more than two (2) additional one (1) year periods.

4. CONTRACT SUM

The Contractor agrees that it shall be compensated pursuant to and in accordance with the terms of the Contract Documents. The Contractor agrees that it shall only be compensated for work performed pursuant to and in accordance with written Task Orders. The Contractor acknowledges that a portion of this Agreement is to be funded by State and Federal funds, and that it must comply with and satisfy all State and Federal laws, rules, and requirements in order to be entitled to amounts funded through those sources.

5. PAYMENTS

The County will make payments pursuant to and in accordance with the terms of the Contract Documents.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities,

debts, or obligations of the Contractor or any other person or entity.

This Agreement is solely for the benefit of the County and the Contractor, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

7. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum \$1,000,000 liability unit. The deductible shall not exceed \$25,000 and if greater than \$1,000 must be guaranteed by the Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. BOND

The Contractor shall procure and provide, at its own expense, a Performance and Payment Bond pursuant to and in accordance with the terms of the Contract Documents.

9. LICENSES; PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of Gadsden County or the State of Florida or the United States of America.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION; HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and

the Vendor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver

to the Contractor a written report of its findings and may include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

14. TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by the County.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. AMENDMENTS

No amendment to this Agreement shall be effective without the prior written consent of the County.

18. VENUE

Venue for all actions arising under this agreement shall lie in Gadsden County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

20. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

21. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

22. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

23. COPYRIGHT; PROPERTY OF COUNTY

All works commenced for use in connection with any task authorized by the County, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the task and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered
in the presence of:

[Signature]

(1st Witness Signature)

Robert M. Patterson, Jr.

(1st Witness - Printed Name)

[Signature]

(2nd Witness Signature)

Patricia Fry

(2nd Witness - Printed Name)

STATE OF FL
COUNTY OF Duval

**J. B. COXWELL CONTRACTING, INC., a
Florida corporation authorized to transact
business in Florida**

[Signature]
By: V. Wayne Williford
Its: President



The foregoing instrument was acknowledged before me this 16th day of March, 2016, by V. Wayne Williford, as President of J. B. COXWELL CONTRACTING, INC., a Florida corporation authorized to transact business in Florida, on behalf of said company. Such person: (☒) is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.

(Notarial Seal)



ATTEST: GADSDEN COUNTY
CLERK OF COURT

[Signature]
NICHOLAS THOMAS

[Signature]
(Signature of Notary Public)
Amanda Richardson
(Typed or Printed Name of Notary Public)

**GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida**

[Signature]
BRENDA HOLT
Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

[Signature]
DAVID J. WEISS

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000080832

Entity Name: J. B. COXWELL CONTRACTING, INC.

Current Principal Place of Business:

6741 LLOYD ROAD WEST
JACKSONVILLE, FL 32254

Current Mailing Address:

6741 LLOYD ROAD WEST
JACKSONVILLE, FL 32254

FEI Number: 59-3666875

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

AKEL, DANIEL D
ONE INDEPENDENT DRIVE
SUITE 2301
JACKSONVILLE, FL 32202 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PD
Name COXWELL, JOHN D
Address 3490 OTIS ROAD
City-State-Zip: JACKSONVILLE FL 32220

Title D
Name COXWELL, JOHN B
Address 3480 OTIS ROAD
City-State-Zip: JACKSONVILLE FL 32220

Title STD
Name WILLIFORD, V WAYNE
Address 9410 COXWELL LANE
City-State-Zip: JACKSONVILLE FL 32221

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: V WAYNE WILLIFORD

STD

01/21/2016

Electronic Signature of Signing Officer/Director Detail

_____ Date