

Jefferson County Board of County Commissioners

Thursday, June 16, 2022 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. Cyber Security
 - b. The Gov App
- 3. CONSENT AGENDA
 - a. General Fund Vouchers

Attachments:

- Account List (Account_List.pdf)
- Com. Report (Com_._Report_06-16-2022.pdf)
- **GF Vouchers** (GF_Vouchers_06-16-2022.pdf)

b. Transportation Vouchers

Attachments:

- TF Vouchers (TF_Vouchers_06-16-2022.pdf)
- c. SHIP-Satisfaction of Lien

Attachments:

• Satisfaction of Lien (Satisfaction_of_Lien_2022-06-06.docx)

4. GENERAL BUSINESS

a. Nabors, Giblin & Nickerson Contract Agreement

Attachments:

- Agreement for Co. Attny. Services (Agreement_for_County_Attorney_Services_Final_6-10-22.docx)
- b. Grant Award Agreement, A Building: K. Reams/S. Metty

Attachments:

- Grant (21.h.fh.900.021_Grant_Award_Agreement_Unsigned.pdf)
- c. Park Rules Discussion-Comm. Walker

Attachments:

- **Park Rules** (County_of_Jefferson_Parks_Rules_-_Ordinance_-_SS_Initial_Draft_ 6-8-2022.doc)
- d. Solid Waste Commercial Fees Discussion
- e. Septic to Sewer US-19 S. Cooridor Discussion-Comm. Tuten/S. Metty
- f. Broadband Workshop
- g. New Business
- h. Old Business
- 5. Citizens Request & Input on Non-Agenda Items (3 Minute Limit Please)
- 6. COUNTY COORDINATOR Information Reports
- 7. COUNTY ATTORNEY
- 8. COUNTY COMMISSIONER DISCUSSION ITEMS
- 9. 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 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 are two places 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.

The second place is near the end of the meeting after the Commission has finished the general business part of its agenda. Again, each speaker is allotted up to 3 minutes. The Commission may enter into discussion of items brought to its attention during this segment of the meeting.

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.*

Contact: Parrish Barwick, County Coordinator (pbarwick@jeffersoncountyfl.gov 850-342-0287) | Agenda published on 06/10/2022 at 5:01 PM

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$\begin{array}{c} 1932111522410\\ 1932111522410\\ 1932111522410\\ 1932111522430\\ 1932111522430\\ 1932111522430\\ 1932111522430\\ 1932111522430\\ 1932111522441\\ 1522441\\ \end{array}$	$\begin{array}{c} 1841025416335\\ 18410254416335\\ 1844102544126254412625\\ 184410254416$	184102541315 184102541633 184102541633 184102541635 184102541635 184102541635 184102541635	431015219	$\begin{array}{c} 143101521540\\ 143101521$		114126541630 114126541630 114126541630 114126541630 114126541630 114126541630 114126541630	ACCT. NO.
COUNT DEPTMGMT DUKE CENTLINK CITYMONT DUKE DUKE TOSHIBA5	S HERROROWS AND A CONTRACT AND A CON			ADAMCZYK BECKB CARTERTI JEFFCOSH JOHNSONL	COUNT	CONRADYE CONRADYE CONRADYE CONRADYE	VENDOR NO.
- 20 SUNCOM TELECOMMUNICA ACCT# 9300 0001 2356 ACCT# 444093705 ACCT#00050133 57 MAR ACCT#00050135 57 MAR ACCT#9010 8545 0473 ACCT# 9100 8545 0473 ACCT# 9100 8545 0473 ACCT# 9101 8545 0473	REC PARK FRAMING REC PARK FRAMING REC PARK FRAMING REC PARK FRAMING REC PARK SIDING REC PARK REAMING ANTERIOR AND AND AND SIDING REAL SIDING SIDING	2022 JEFFERSCO FILL SAN REC PARK REC PARK	COMMUNICATION #9	PER DIEM FOR DIVE TR PER DIEM FOR DIVE TR EXAM FEE REIMBURSEME HOTEL COST REIMBURSEME PER DIEM FOR DIVE TR PER DIEM FOR DIVE TR PER DIEM FOR DIVE TR	6	LIMEROCK ROADBASE LIMESTONE ROADBASE LIMESTONE ROADBASE LIMESTONE ROADBASE LIMESTONE ROADBASE	TRANS Descr.
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ker & Sons er Compactor Rentals er Compactor Rentals Bend Tire Bend Tire		of Monticello energy	st Corporation st Corporation of Florida of Wireless	la Area Solid Waste la Area Solid Waste	i & Associates, Inc. ration Assistance		TRI-COUNTY ELECTRIC COOPE	Monticello Carquest Inc. Monticello Carquest Inc. ON SCENE REPAIRS & MAINTE Duke Energy Duke Energy	Billy Simmons Backhoe* Jefferson Co. Road Dept. Jefferson Co. Road Dept. Capital City Pest	GCIMONTICEIIO	VENDOR NAME
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		elding & Industri . Inc.	BoundTree Medical, LLC Jones Welding & Industria Jones Welding & Industria	oad [Big Bend Tire Donalson Diesel Performan	Uuke Energy Toshiba Financial Service Big Bend Tire	City of Monticello City of Monticello Duke Energy	State of Florida Verizon Wireless	VENDOR NAME
	283211526522 283211526522 283211526522 283211526522	283211526522 283211526522	283211526522 283211526522 283211526522	283211526491 283211526521	283211526463 283211526463	283211526462 283211526462	283211526430 283211526441 283211526441	283211526430 283211526430 283211526430 283211526430	283211526410 283211526410	ACCT. NO.
COUNT 28		JONESWEL	JONESWEL	CLIA RDDFPT	BIGBENTI DONAL SON	BIGBENTI	DUKE TOSHIBA5 BTCRENTT	CITYMONT CITYMONT CITYMONT DUKE	DEPTMGMT	VENDOR NO.
28	CPAP SUPPLIES	02 AMBULANCE THERMOMETE	FLUSHES CYLINDER RENTAL		AMRIII ANCE 3-1 REPATR	AMRIII ANCE 3-1 DEDATO	ACCT# 9100 8545 0473 AGREE# 0151483084-00	ACC1# 444093/05 ACCT#00050133 57 MAR ACCT#00050135 57 MAR ACCT# 9100 8545 0473	ACCT# 222501100-0000	TRANS Descr.
	$320751 \\ 3$	320738	320712 320738	320718	320710	320710	320724 320762	320715 320717 320717	320722	CHECK NO,
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	22222	02	02	02	02	022	888 888	0000	02	CHECK
	2022 2022 2022	2022	2022 2022	2022	2022	2022	2022	2022 2022 2022	2022	CHECK YEAR
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END OF REPORT ***

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FINAL TOTALS COUNT 445

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B					DF COUNTY COMMIS AID - CASH CODE			PAGE TIME USER	1 14:42:03 DARA
VENDOR NAME		PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSAC	TION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L C/	ASH ACCOUNT-0	11010000		CASH-CHECK	ING-GEN.	FUND		
ABC Maintenance Services	6/16/2022	-	03854	05/23/2022	2 VR 01061622-01	1 ICE MAKI	ER MAINTENANCE	280.00	.00
	CHE	CK TO VENDOR	==>VENDOF	ABCMAINT A	ABC Maintenance	Services	TOTALS	280.00	.00
Advanced Business System	06/16/2022	-	390190	11/20/2021	. VR 01061622-15	5 CONT# C	Γ2162-01	19.15	.00
Advanced Business System	06/16/2022	-	395878	02/28/2022	VR 01061622-15	6 CONT# C	F2162-01	19.15	. 00
Advanced Business System	06/16/2022	-	397729	03/30/2022	VR 01061622-15	7 CONT# CT	F2162-01	19.15	.00
Advanced Business System	06/16/2022	-	401814	06/03/2022	VR 01061622-11	0 CONTRACT	F # C⊤3321-01	290.54	. 00
	CHE	CK TO VENDOR=	==>VENDOR	ADVBUSIN A	dvanced Busines	s Systems	TOTALS	347.99	.00
Amazon Business Amazon Business	06/16/2022 06/16/2022				VR 01061622-14 VR 01061622-14		TION AREA CHAIRS	353.92	.00
And 2011 bus mess	00/10/2022	-	VINI - J AINV	05/26/2022	VR 01061622-14	/ TASK CHA	ATK2	0100 54	0.0
Amazon Business	06/16/2022			05 /01 /0000	ND 01061600 14			2190.54	.00
Amazon Business							READING ACTIVITY	137.31	.00
Amazon Business	06/16/2022						EADING ACTIVITY	79.36	.00
	06/16/2022				VR 01061622-144			27.70	.00
Amazon Business	06/16/2022						EADING ACTIVITY	706.94	.00
Amazon Business	06/16/2022	-	41N-IVIL	05/25/2022	VR 01061622-146	5 CEILING	CLIPS	6.95	.00
	CHE	CK TO VENDOR=	=>VENDOR	AMAZONBU A	mazon Business		TOTALS	3502.72	.00
A Mining Group, LLC	06/16/2022	-	106543	05/18/2022	VR 18061622-108	B FILL SAN	D REC PARK DRAIM	NF 737.76	.00
	CHE	CK TO VENDOR=	=>VENDOR	AMININGG A	Mining Group, L	LC	TOTALS	737.76	.00
Apalachee Center	06/16/2022	-	682208	06/07/2022	VR 01061622-055	5 COUNTY M	ENTAL HEALTH PAT	I 3266.67	.00
	CHE	CK TO VENDOR=	=>VENDOR	APAMENHE A	balachee Center		TOTALS	3266.67	.00
Ard, Shirley & Rudolph,P	06/16/2022	-	130172	06/01/2022	VR 01061622-112	MONTHLY		13405.00	.00
	CHEC	CK TO VENDOR=	⇒>VENDOR	ARDSHIRL Ar	rd. Shirley & Ru	dolph,PA	TOTALS	13405.00	.00
ARTEZIA WATER	06/16/2022	-	00553293	06/01/2022	VR 01061622-135	MONTHLY	WATER DELIVERY	34.00	.00
ARTEZIA WATER	06/16/2022	-	0551417	05/03/2022	VR 01061622-134	MONTHLY	WATER DELIVERY	13.00	.00
	CHEC	K TO VENDOR=	=>VENDOR	ARTEZIA AF	RTEZIA WATER		TOTALS	47.00	.00
Aucilla Area Solid Waste	06/16/2022	- (53120220	05/31/2022	VR 22061622-136	LANDFILL	TIPPING MAY 202	2 34512.02	.00
	CHEC	K TO VENDOR=	=>VENDOR	AUCILLAA Au	cilla Area Soli	d Waste		34512.02	.00
BancorpSouth	06/16/2022								
	007 107 2022	- ,	714169	00/03/2022	VR 22001022-13/	CUNT HEIL	_ DURAPACK HALF-	Р 6999.82	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B			TY BOARD OF COUNTY COMMISSI S TO BE PAID - CASH CODE OR		PAGE TIME USER	2 14:42:03 DARA
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBER		DUE TY VOUCHER DATE PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHECK TO VENDOR	R==>VENDOR B	BANCORPS BancorpSouth	TOTALS	6999.82	.00
Kent Bass	06/16/2022 -	07012022 0	07/01/2022 VR 22061622-030 F		1500.00	. 00
	CHECK TO VENDOR	==>VENDOR B/	BASSKENT Kent Bass	TOTALS	1500.00	.00
Big Bend Tire Big Bend Tire Big Bend Tire	06/16/2022 - 06/16/2022 - 06/16/2022 -	41827 0	04/29/2022 VR 22061622-138 S 05/03/2022 VR 22061622-139 S 05/05/2022 VR 22061622-140 S	SOLID WASTE TIRE REPAIR	90.00 65.00 65.00	. 00 . 00 . 00
	CHECK TO VENDOR	==>VENDOR B	BIGBENTI Big Bend Tire	TOTALS	220.00	.00
Big Bend-Eubanks Termite	06/16/2022 -	244664 06	06/22/2022 VR 01061622-065 A	ACCT# 12343 JEFF CO/BISHO	400.00	.00
	CHECK TO VENDOR	==>VENDOR B)	BIGBTERM Big Bend-Eubanks Te	ermite TOTALS	400.00	.00
T. Buckingham Bird	06/16/2022 -	06222022 06	06/22/2022 VR 01061622-080 R		2666.66	.00
	CHECK TO VENDOR	==>VENDOR BI	IRDTBUC T. Buckingham Bird	TOTALS 2	666.66	.00
C&F Services, LLC	06/16/2022 -	05162022 05	5/16/2022 VR 18061622-109 L		F00 00	0.0
C&F Services, LLC	06/16/2022 -	06032022 06	6/03/2022 VR 22061622-166 L	AMONT FENCING	500.00 600.00	.00
	CHECK TO VENDOR=	==>VENDOR C8	&FFENCI C&F Services, LLC	TOTALS 5	100.00	. 00
Capital City Pest	06/16/2022 -	8722 06	6/06/2022 VR 19061622-085 W	ACISSA VFD PEST CONTROL	65.00	.00
	CHECK TO VENDOR=	==>VENDOR CA	APPEST Capital City Pest	TOTALS	65.00	.00
Gale/Cengage Learning	06/16/2022 -	213809 05	5/09/2022 VR 01061622-154 L	ARGE PRINT BESTSELLERS	650.34	.00
	CHECK TO VENDOR=	>VENDOR CE	ENGAGE Gale/Cengage Learni	ng TOTALS	650.34	.00
CenturyLink	06/16/2022 -	11709776 05	5/16/2022 VR 23061622-082 E			
CenturyLink	06/16/2022 -	12248787 06	6/01/2022 VR 01061622-024 A	CCT #312248787	326.96	.00
					237.87	.00
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			ENTLINK CenturyLink		564.83	.00
City of Monticello City of Monticello City of Monticello	06/16/2022 - 06/16/2022 - 06/16/2022 -	00020119 05 00050125 05 00050204 05	5/20/2022 VR 01061622-122 AC 5/20/2022 VR 01061622-010 AC 5/20/2022 VR 01061622-057 AC 5/20/2022 VR 22061622-167 AC 5/20/2022 VR 22061622-168 AC	CCT# 00020119 1380 MAMIE : CCT#00050125 CCT#00050204 US 19 SOUTH	100.92 8.11 73.44	.00 .00 .00 .00 .00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B					OF COUNTY COM AID - CASH COI				3 14:42:03 DARA
VENDOR NAME		Purchase Drder Numbef	INVOICE R NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHEC	K TO VENDOR	R==>VENDOR	CITYMONT (	City of Montio	cello	TOTALS	333.32	.00
Corinne's Winner Center	06/16/2022	-	05172022	05/17/2022	2 VR 01061622-	009 TROPHIES		831.00	.00
	CHEC	K TO VENDOR	==>VENDOR	CORINNES (	Corinne's Winr	ner Center	TOTALS	831.00	.00
Creative Stitches	06/16/2022	-	07852	05/27/2022	2 VR 22061622-	169 LAMONT HO	DURS SIGN	185.00	.00
	CHEC	k to vendor	==>VENDOR	CREATIVE C	Creative Stite	hes	TOTALS	185.00	.00
Dewberry Engineers, Inc.	06/16/2022	-	2121281	05/26/2022	2 VR 01061622-	078 CR 259 O\	/ER SCL RAILROAD	4234.75	.00
								1201170	
	CHEC	K TO VENDOR	==>VENDOR	DEWBERRY D	)ewberry Engin	eers, Inc.	TOTALS	4234.75	.00
Donalson Diesel Performa	06/16/2022	-	11206	05/05/2022	2 VR 28061622-	092 AMBULANCE	E 3-1 REPAIR	210.73	.00
Donalson Diesel Performa	06/16/2022	-	11206	05/05/2022	2 VR 28061622-	093 AMBULANCE	E 3-1 REPAIR LABO	345.00	. 00
	CHECI	K TO VENDOR	==>VENDOR	DONALSON D	onalson Diese	1 Performan	TOTALS	555.73	.00
Duke Energy	06/16/2022	_	00007581	05/18/2022	VR 01061622-	NA6 ACCT# 030	0 0000 7591	175.30	.00
Duke Energy	06/16/2022	_			VR 01001022-			642.78	.00
Duke Energy	06/16/2022	-			VR 22061622-			488.37	.00
Duke Energy	06/16/2022	-			VR 01061622-			32.55	.00
Duke Energy	06/16/2022	-			VR 01001022-			374.32	.00
Duke Energy	06/16/2022	-			VR 01061622-			52.93	.00
Duke Energy	06/16/2022	-			VR 01001022-			52.90	.00
	0071072022		00100170	007 107 2022	VIC 01001022	107 //001// 510		1581.67	.00
Duke Energy	06/16/2022	-	85450473	05/13/2022	VR 19061622-	091 ACCT# 910		882.21	.00
Duke Energy	06/16/2022	-			VR 28061622-			882.22	.00
50						000 11001 11010		001.22	,00
	CHECK	K TO VENDOR:	==>VENDOR	DUKE D	uke Energy		TOTALS	5112.35	. 00
ECB PUBLISHING INC	06/16/2022	-	22859	04/01/2022	VR 01061622-	118 LEGAL ADV	ERTISING -NO MEE	53.20	.00
ECB PUBLISHING INC	06/16/2022	-	23039	04/15/2022	VR 01061622-	117 LEGAL ADV	ERTISING -EX SES	97.15	.00
ECB PUBLISHING INC	06/16/2022	-	23188	04/29/2022	VR 01061622-	119 NOTICE OF	MEETING	68.65	.00
ECB PUBLISHING INC	06/16/2022	-	23189	04/29/2022	VR 01061622-	120 NOTICE OF	INTENT	114.55	.00
ECB PUBLISHING INC	06/16/2022	-	23410	05/20/2022	VR 01061622-	116 LEGAL ADV	ERTISING - SURPL	85.80	. 00
ECB PUBLISHING INC	06/16/2022	-	23516	06/01/2022	VR 01061622-3	115 LEGAL ADV	ERTISING - SURPL	95.80	.00
ECB PUBLISHING INC	06/16/2022	-	23531	06/03/2022	VR 01061622-3	113 LEGAL ADV	ERTISING NOH	183.93	.00
ECB PUBLISHING INC	06/16/2022	-	23532	06/03/2022	VR 01061622-3	114 LEGAL ADV	ERTISING NOH	187.90	.00
ECB PUBLISHING INC	06/16/2022	-	23535	06/03/2022	VR 01061622-2	121 NOTICE OF	MEETING	72.33	.00
	CHECK	to vendor=	==>VENDOR	ECBPUB EC	CB PUBLISHING	INC	TOTALS	959.31	.00
ELI ROBERTS & SONS	06/16/2022		200704	05/17/0000	VD 20061000			222 05	
	06/16/2022 06/16/2022	-					R BOBCAT SKID ST		.00
	06/16/2022						R R-10 KNUCKLE B R R-2 ROLLOFF		.00
LET NODENIO & JUNO	00/10/2022	-	10100	00/01/2022	VN 22001022	UND DIEDEL PU	N N-2 KULLUFF	177.35	.00
	CHECK	TO VENDOR=	=>VENDOR	ELIROB EL	_I ROBERTS & S	SONS	TOTALS	561.06	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B					F COUNTY COMMISS ID - CASH CODE C			4 14:42:03 DARA
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
EMS Management & Consult	06/16/2022	-	046394	05/31/2022	VR 28061622-089	MONTHLY BILLING COLLECTI	0 4936.05	.00
	CHE	ECK TO VENDOR	==>VENDOR	emsmc ei	MS Management &	Consult TOTALS	4936.05	.00
Ricardo Fadell	06/16/2022	-	220701.1B	06/07/2022	VR 01061622-187	JULY 2022 CLEANING SERIV	C 200 00	.00
Ricardo Fadell	06/16/2022	-				JULY 2022 CLEANING SERIV		.00
Ricardo Fadell	06/16/2022	-				JULY 2022 CLEANING SERIV		.00
Ricardo Fadell	06/16/2022	-				JULY 2022 CLEANING SERIV		
				,			1195.00	.00
Ricardo Fadell	06/16/2022	-	220701JB	06/07/2022	VR 01061622-191	JULY 2022 CLEANING SERIV	C 913.00	.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIV		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIV		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIV		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIVO		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIVO		
							1725.00	.00
Ricardo Fadell	06/16/2022	-	220701JB	06/07/2022	VR 01061622-197	JULY 2022 CLEANING SERIVO	200.00	.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIVO		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIVO		.00
Ricardo Fadell	06/16/2022					JULY 2022 CLEANING SERIVO		.00
	CHE	CK TO VENDOR=	=>VENDOR	FADELLRI Ri	cardo Fadell	TOTALS	8073.13	. 00
KAEDEN FISHER	06/16/2022	-	05262022	05/26/2022	VR 01061622-005	UMPIRE PAY	100.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	FISHERKA KA	EDEN FISHER	TOTALS	100.00	.00
GCLMONTICELLO	06/16/2022	_	K11071	02/11/2022	VP 19061622 000	REC PARK EXTERIOR SIDING	101 00	.00
	06/16/2022					REC PARK FRAMING	77.39	.00
	06/16/2022					REC PARK FRAMING	37.94	.00
	06/16/2022				VR 01061622-038		66.25	.00
	06/16/2022					REC PARK TRUSS PACKAGE	00.25	.00
	007 107 2022		105507	0172072022	VIC 10001022 000		8900.00	.00
GCLMONTICELLO	06/16/2022	-	110208	01/28/2022	VR 18061622-096	REC PARK FRAMING MATERIAL		
				017 007 0000			1824.36	.00
GCLMONTICELLO	06/16/2022	-	110450	02/02/2022	VR 01061622-053	CONCR MIX CHR TO WRONG AC		.00
	06/16/2022					REC PARK SHEETROCK	10.00	.00
					11 10001022 007		2075.78	.00
GCLMONTICELLO	06/16/2022	-	111076	02/14/2022	VR 18061622-098	REC PARK EXTERIOR SIDING	2010110	
							2982.18	.00
GCLMONTICELLO	06/16/2022	-	111150	02/15/2022	VR 18061622-100	REC PARK INTERIOR TRIM	249.00	.00
	06/16/2022				VR 18061622-102		71.88	.00
	06/16/2022					REC PARK FRAMING	18.69	.00
	06/16/2022				VR 18061622-104		38.99	.00
	0671672022					CREDIT INV-SINGLE CUT KEY		.00
	06/16/2022				VR 01061622-039		10.08	.00
	06/16/2022					STRIPING FIELD PAINT, WIR		.00
	06/16/2022					SPRINKLER AND HOSE	116.67	.00
	06/16/2022					CLEANING SUPPLIES	22.04	.00
	06/16/2022					CONCR MIX CHR TO WRONG AC		.00
	06/16/2022				VR 01061622-042		36.35	.00
		-						

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B					OF COUNTY COMMIS PAID - CASH CODE			PAGE TIME USER	5 14:42:03 DARA
VENDOR NAME		rchase Der Number	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
GCLMONTICELLO	06/16/2022	-	116612	05/19/202	2 VR 01061622-04	3 NET ATTACI	HMENT	13.74	.00
GCLMONTICELLO	06/16/2022	-	116729		2 VR 01061622-04		EFILL	16.50	. 00
GCLMONTICELLO	06/16/2022		117243		2 VR 01061622-04			28.98	.00
GCLMONTICELLO	06/16/2022	-	117653		2 VR 19061622-08			14.99	.00
GCLMONTICELLO	06/16/2022	-	98760	07/13/202	1 VR 01061622-05	1 SINGLE CU	T KEY	3.00	.00
	CHECK	TO VENDOR=	==>VENDOR	GCLMONTI	GCLMONTICELLO		TOTALS	27159.55	. 00
HOLIDAY OUTDOOR DECOR	06/16/2022	-	INV2249	12/17/202	1 VR 01061622-10	6 ANNUAL LEA	ASE CHRISTMAS I	T	
					01001011 10			1400.00	.00
	CHECK	TO VENDOR=	==>VENDOR	HOLIOUTD	HOLIDAY OUTDOOR	DECOR	TOTALS	1400.00	.00
Calvin Holmes	06/16/2022	-	05262022	05/26/202	2 VR 01061622-00	2 UMPIRE PAY	(	375.00	.00
	CHECK	TO VENDOR=	==>VENDOR	HOLMESC	Calvin Holmes		TOTALS	375.00	. 00
Howdys Rent A Toilet	06/16/2022	-	667065	06/03/202	2 VR 01061622-06	2 WACISSA RI	VER RENTAL TOI	L 224.00	.00
	CHECK	TO VENDOR=	==>VENDOR	HOWDYS	Howdys Rent A To [.]	ilet	TOTALS	224.00	.00
Ingram Library Services	06/16/2022	-	59614918	05/19/202	2 VR 01061622-149	BOOKS		47.94	. 00
Ingram Library Services	06/16/2022	-	59614919	05/19/2022	2 VR 01061622-148	BOOKS		484.84	.00
Ingram Library Services	06/16/2022				2 VR 01061622-150			105.00	.00
Ingram Library Services	06/16/2022				2 VR 01061622-153			14.61	.00
Ingram Library Services	06/16/2022				2 VR 01061622-152			250.55	. 00
Ingram Library Services	06/16/2022	-	59614923	05/19/2022	2 VR 01061622-153	BOOKS		652.81	.00
	CHECK	TO VENDOR=	=>VENDOR	INGRAM	Ingram Library Se	ervices	TOTALS	1555.75	.00
Jeff.Co. Clerk of Courts	06/16/2022	-	06222022	06/22/2022	2 VR 01061622-081	. REQ #5			
								41666.67	.00
	CHECK	TO VENDOR=	=>VENDOR	JEFCLERK .	Jeff.Co. Clerk of	[*] Courts	TOTALS	41666.67	.00
Jefferson Community Wate	06/16/2022	-	0320500	05/31/2022	2 VR 22061622-174	L ΔCCT# 0320	500 10705 GAM	R 38 50	.00
Jefferson Community Wate					2 VR 19061622-124				.00
Jefferson Community Wate					2 VR 22061622-175				.00
Jefferson Community Wate					2 VR 22061622-176				.00
Jefferson Community Wate					2 VR 01061622-076				.00
	CHECK	TO VENDOR=	=>VENDOR	JEFFCOMM J	Jefferson Communi	ty Water	TOTALS	356.13	.00
Jeff Cnty Sheriff's Offi	06/16/2022	-	06062022	06/06/2022	2 VR 14061622-025	REGUISITIO	N #Q		
	001 107 2022		00001011	0070072022				75003.58	.00
	CHECK -	TO VENDOR=	=>VENDOR	JEFFCOSH J	Jeff Cnty Sheriff	's Offic	TOTALS 3	75003.58	.00
Jones Welding & Industri	06/16/2022	-	VM44204	06/02/2022	2 VR 28061622-087	OXYGEN		188.89	.00
	CHECK 1	TO VENDOR=	=>VENDOR	JONESWEL J	lones Welding & I	ndustria	TOTALS	188.89	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B	· · · · · · · · · · · · · · · · · · ·			COUNTY COMMISS - CASH CODE ON			6 14:42:03 DARA
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBE	INVOICE R NUMBER		Y VOUCHER E NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Jerry Loggins	06/16/2022 -	05282022	05/28/2022 V	R 01061622-059	INMATE LITTER CREW	320.00	. 00
	CHECK TO VENDO	R==>VENDOR	LOGGINSJ Jer	ry Loggins	TOTALS	320.00	.00
Mcdonald Tower Service	06/16/2022 -	1841	03/14/2022 VI	R 14061622-066	COMMUNICATION TOWER REPAI	1500.00	.00
	CHECK TO VENDO	R==>VENDOR	MCDONTOW Mcde	onald Tower Ser	rvice TOTALS	1500.00	.00
Mitchell L. McElroy	06/16/2022 -	07012022	07/01/2022 V	R 22061622-028	NASH RD COLLECT SITE LEAS	600.00	.00
	CHECK TO VENDO	R==>VENDOR	MCELROYM Mite	chell L. McElro	Dy TOTALS	600.00	.00
Mike's Pest Solutions LL		24639	05/27/2022 VF	R 01061622-123	BIMONTHLY PEST CONTROL/WA	80.00	.00
	CHECK TO VENDO	R==>VENDOR	MIKEPEST Mike	e's Pest Soluti	ons LLC TOTALS	80.00	.00
Mobile Communications	06/16/2022 -	70016416	06/01/2022 VF	R 22061622-177	FLEET GPS MONITORING	314.25	. 00
	CHECK TO VENDO					314.25	.00
Monticello Carquest Inc.					CHAINSAW 26RM3 74	35.61	.00
Monticello Carquest Inc.							
•					FREON ATTACHMENT	53.39	.00
Monticello Carquest Inc.					SHARPEN CHAINSAW CHAIN	10.00	.00
Monticello Carquest Inc.				R 01061622-020		219.37	.00
Monticello Carquest Inc.				01061622-021		79.28	.00
Monticello Carquest Inc.				R 01061622-022		219.35	.00
Monticello Carquest Inc.					A/C COMPRESSOR	262.19	.00
Monticello Carquest Inc.					HYDRAULIC HOSE BULK TERMI	222.28	.00
Monticello Carquest Inc.		8-256349	05/26/2022 VF	22061622-162	HYDRAULIC OIL	336.00	. 00
Monticello Carquest Inc.	06/16/2022 -	8-256356	05/26/2022 VF	01061622-023	HITCH BRACKET RETURNED	-219.35	. 00
Monticello Carquest Inc.	06/16/2022 -	8-256369	05/26/2022 VF	01061622-015	MOWER BATTERY	58.06	.00
Monticello Carquest Inc.	06/16/2022 -	8-256373	05/26/2022 VF	01061622-013	MOWER FUEL FILTER	4.08	.00
Monticello Carquest Inc.	06/16/2022 -	8-256380	05/26/2022 VR	01061622-014	SPARK PLUGS	6.70	. 00
Monticello Carquest Inc.	06/16/2022 -	8-256382	05/26/2022 VR	01061622-012	KAWASAKI FUEL PUMP	16.43	.00
Monticello Carquest Inc.	06/16/2022 -	8-256399	05/26/2022 VR	22061622-163	RECHARGE STOP LEAK	27.49	.00
Monticello Carquest Inc.	06/16/2022 -	8-256596	05/31/2022 VR	22061622-161	HYDRAULIC HOSE BULK FITTI	104.14	.00
Monticello Carquest Inc.	06/16/2022 -	8-256637	05/31/2022 VR	01061622-019	LINE TRIMMER	65.16	.00
Monticello Carquest Inc.	06/16/2022 -	8-256639	05/31/2022 VR	01061622-018	PULL ROPE	1.50	.00
Monticello Carquest Inc.	06/16/2022 -	8-256912	06/04/2022 VR	22061622-164	A/C REFRIGERANT OIL	12.95	.00
Monticello Carquest Inc.		8-256915	06/04/2022 VR	22061622-165	A/C REFRIGERANT OIL	06	.00
	CHECK TO VENDOR	==>VENDOR	MONTCARQ Mont	icello Carques	t Inc. TOTALS	1514.57	.00
TALL MEMORIAL FAMILY MED					NEW EMPLOYEE SCREENING WI	5.00	.00
TALL MEMORIAL FAMILY MED TALL MEMORIAL FAMILY MED					NEW EMPLOYEE SCREENING WI NEW EMPLOYEE SCREENING WI	213.00 5.00	.00 .00
	CHECK TO VENDOR					223.00	.00
ODP BUSINESS SOLUTIONS,L	06/16/2022 -	22346915	05/31/2022 VR	01061622-034	OPERATING/OFFICE SUPPLIES	122.90	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B		FERSON COUNTY BOARD OF COUNTY COMMISSIONERS OF VOUCHERS TO BE PAID - CASH CODE ORDER	TI	GE 7 ME 14:42:03 ER DARA
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBE	INVOICE DUE TY VOUCHER R NUMBER DATE PE NUMBER TRANSACT	TRANS ION DESCRIPTION AMOUNT	DISC/WITH AMOUNT
	CHECK TO VENDO	R==>VENDOR ODPBUSIN ODP BUSINESS SOLUTIONS.LL	TOTALS 122.90	.00
O'Reilly Automotive. In O'Reilly Automotive. In		5-120115 05/26/2022 VR 01061622-035 TRAILER 5-120933 06/02/2022 VR 22061622-178 HEATER H		.00 .00
	CHECK TO VENDO	R==>VENDOR OREILLY O'Reilly Automotive, Inc.	TOTALS 189.74	.00
PARKWAY WRECKER SERVICE	06/16/2022 -	506429 05/23/2022 VR 19061622-084 E-1 RECO	VERY FROM WAUKEEN 445.00	.00
·	CHECK TO VENDO	R==>VENDOR PARKWAYW PARKWAY WRECKER SERVICE I	TOTALS 445.00	.00
PennCredit	06/16/2022 -	134301 05/19/2022 VR 28061622-088 DEBT COL	LECTIONS 1196.33	.00
	CHECK TO VENDOR	==>VENDOR PENNCRED PennCredit	TOTALS 1196.33	. 00
PERRY'S LAND MANAGEMENT	06/16/2022 -	9 05/14/2022 VR 18061622-049 SEWAGE D	ITCH 400.00	.00
	CHECK TO VENDOR	==>VENDOR PERRYSLA PERRY'S LAND MANAGEMENT	TOTALS 400.00	. 00
Pitney Bowes Global	06/16/2022 -	05511736 05/27/2022 VR 01061622-111 LEASE IN	VOICE 87.61	.00
	CHECK TO VENDOR	==>VENDOR PITBOGLO Pitney Bowes Global	TOTALS 87.61	.00
Pitney Bowes, Inc.	06/16/2022 -	05511736 05/27/2022 VR 01061622-032 ACCT# 001	16224117 87.62	.00
	CHECK TO VENDOR	==>VENDOR PITNEYBO Pitney Bowes, Inc.	TOTALS 87.62	.00
Preferred Gov't Ins.Trus	5 06/16/2022 -	-07/2022 07/01/2022 VR 01061622-064 AGRE#WC F	L1 0331033 21-04 36839.25	.00
	CHECK TO VENDOR	==>VENDOR PREFGOVT Preferred Gov't Ins.Trust	TOTALS 36839.25	.00
JEREMIAH PREVATT	06/16/2022 -	05262022 05/26/2022 VR 01061622-003 UMPIRE PA	AY 348.00	.00
	CHECK TO VENDOR	==>VENDOR PREVATT JEREMIAH PREVATT	TOTALS 348.00	.00
Jeffrey Prevatt	06/16/2022 -	05262022 05/26/2022 VR 01061622-004 UMPIRE PA	Y 560.00	.00
	CHECK TO VENDOR	==>VENDOR PREVATTJ Jeffrey Prevatt	TOTALS 560.00	.00
Mark Prevatt	06/16/2022 -	05262022 05/26/2022 VR 01061622-006 UMPIRE PA	Y 146.00	. 00
	CHECK TO VENDOR	==>VENDOR PREVATTM Mark Prevatt	TOTALS 146.00	.00
Quadient Finance USA,Inc	: 06/16/2022 -	06022022 06/02/2022 VR 01061622-056 POSTAGE A	ND MACHINE RENTA 1062.04	.00
	CHECK TO VENDOR	==>VENDOR QUADIENT Quadient Finance USA,Inc.	TOTALS 1062.04	.00
QuadMed, Inc.	06/16/2022 -	216528 06/07/2022 VR 28061622-094 AMBULANCE	THERMOMETERS 419.26	.00

REPORT DATE06/10/2022JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERSPAGESYSTEM DATE06/10/2022LIST OF VOUCHERS TO BE PAID - CASH CODE ORDERTIMEFILES IDBUSER	8 14:42:03 DARA
VENDOR DUE PURCHASE INVOICE DUE TY VOUCHER TRANS NAME DATE ORDER NUMBER NUMBER DATE PE NUMBER TRANSACTION DESCRIPTION AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR QUADMED QuadMed, Inc. TOTALS 419.26	.00
Tammy Rabon Photography 06/16/2022 - 02002 05/29/2022 VR 01061622-036 TEAM PICTURES 140.00	.00
CHECK TO VENDOR==>VENDOR RABONTAM Tammy Rabon Photography TOTALS 140.00	.00
Jefferson Co. Road Dept. 06/16/2022 - 00000003 06/03/2022 VR 19061622-131 FIRE-FUEL FOR MAY	00
1040.59 Jefferson Co. Road Dept. 06/16/2022 - 00000003 06/03/2022 VR 19061622-132 WACISSA VFDFUEL FOR MAY 355.09	.00 .00
Jefferson Co. Road Dept. 06/16/2022 - 00000003 06/03/2022 VR 28061622-133 EMSFUEL FOR MAY	
7335.85	.00
Jefferson Co. Road Dept. 06/16/2022 - 00000007 06/03/2022 VR 01061622-130 EXTENSION FUEL 859.41	.00
Jefferson Co. Road Dept. 06/16/2022 - 06062022 06/06/2022 VR 01061622-033 BUILDING DEPT GAS/FUEL 593.73 Jefferson Co. Road Dept. 06/16/2022 - 5312022 06/01/2022 VR 22061622-179 SOLID WASTE FLEET FUEL MA	.00
13407.59	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept. TOTALS 23592.26	.00
Restoration Assistance 06/16/2022 - I-202206 06/08/2022 VR 22061622-031 TYSON RD LANDFILL INSPECT 2250.00	.00
CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance TOTALS 2250.00	.00
Keith Roddenberry 06/16/2022 - 504428 06/03/2022 VR 01061622-050 COURTHOUSE LAWN SERVICE 50.00	.00
CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry TOTALS 50.00	.00
Billy Simmons Backhoe* 06/16/2022 - 06012022 06/01/2022 VR 19061622-125 REPAIR OF SEPTIC TANK DAM 3250.00	.00
CHECK TO VENDOR==>VENDOR SIMMONSB Billy Simmons Backhoe* TOTALS 3250.00	.00
SIMS CRANE & EQUIPMENT C 06/16/2022 - 177734 05/13/2022 VR 18061622-047 HYDRAULIC TRUCK CRANE REN 1082.90	. 00
CHECK TO VENDOR==>VENDOR SIMSCRAN SIMS CRANE & EQUIPMENT CO TOTALS 1082.90	.00
Smith Electric Service 06/16/2022 - 72073 05/31/2022 VR 01061622-185 SMITH ELECTRIC MOTOR SERV 225.00	. 00
CHECK TO VENDOR==>VENDOR SMITHELE Smith Electric Service TOTALS 225.00	.00
Supervisor of Elections 06/16/2022 - 06222022 06/22/2022 VR 01061622-079 REQ #9 33319.91	.00
CHECK TO VENDOR==>VENDOR SUPERVIS Supervisor of Elections TOTALS 33319.91	. 00
Talquin Portable Restroo 06/16/2022 - 22-67133 05/16/2022 VR 01061622-037 REC PARK RESTROOM RENTALS 219.00	.00
CHECK TO VENDOR==>VENDOR TALQUINR Talquin Portable Restroom TOTALS 219.00	.00
Toshiba Financial Servic 06/16/2022 - 31744737 05/30/2022 VR 01061622-063 AGREE# 014-1321378-000 180.00	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B		UNTY BOARD OF COUNTY COMMISSIONERS ERS TO BE PAID - CASH CODE ORDER	PAGE TIME USER	9 14:42:03 DARA
VENDOR NAME	DUE PURCHASE INVOICE DATE ORDER NUMBER NUMBER	DUE TY VOUCHER DATE PE NUMBER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHECK TO VENDOR==>VENDO	R TOSHIBA5 Toshiba Financial Service TOTALS	180.00	.00
UniFirst Corporation UniFirst Corporation		5 05/26/2022 VR 22061622-183 EMPLOYEE UNIFORMS 5 06/02/2022 VR 22061622-184 EMPLOYEE UNIFORMS	211.51 171.18	.00 .00
	CHECK TO VENDOR <del>∝−</del> >VENDOF	R UNIFIRST UniFirst Corporation TOTALS	382.69	.00
US Ecology	06/16/2022 - 817120	06/01/2022 VR 22061622-186 MAD CO AMNESTY EVENT	11503.95	.00
	CHECK TO VENDOR==>VENDOR	R USECOLOG US Ecology TOTALS	11503.95	.00
US Postal Service	06/16/2022 - BOX #547	7 06/01/2022 VR 01061622-077 YEARLY PO BOX RENT #547	212.00	.00
	CHECK TO VENDOR==>VENDOR	R USPS US Postal Service TOTALS	212.00	.00
Verizon Wireless	06/16/2022 - 04932051	04/23/2022 VR 01061622-127 ACCT# 842179031-00001	72.14	.00
Verizon Wireless		) 05/23/2022 VR 01061622-067 ACCT# 222501100-00001	26.92	.00
Verizon Wireless		) 05/23/2022 VR 01061622-068 ACCT# 222501100-00001	92,47	.00
Verizon Wireless		) 05/23/2022 VR 01061622-069 ACCT# 222501100-00001	51.41	.00
Verizon Wireless		) 05/23/2022 VR 01061622-070 ACCT# 222501100-00001	.17	.00
Verizon Wireless		) 05/23/2022 VR 01061622-071 ACCT# 222501100-00001	87.48	.00
Verizon Wireless		) 05/23/2022 VR 01061622-073 ACCT# 222501100-00001	.17	.00
Verizon Wireless		) 05/23/2022 VR 01001022-073 ACCT# 222501100-00001	77.26	.00
Verizon Wireless		) 05/23/2022 VR 01001022-074 ACC1# 222501100-00001	215.67	.00
		) 05/23/2022 VR 22001022-073 ACC1# 222501100-00001	215.07	.00
Verizon Wireless			72.14	.00
Verizon Wireless		05/23/2022 VR 01061622-126 ACCT# 842179031-00001		
	CHECK TO VENDOR==>VENDOR	R VERIZONW Verizon Wireless TOTALS	912.59	.00
Walker & Sons	06/16/2022 - 07012022	2 07/01/2022 VR 22061622-029 BASSETT RD COLLECT SITE	L 450.00	.00
	CHECK TO VENDOR==>VENDOR	WALKER&S Walker & Sons TOTALS	450.00	.00
TRAVIS WALKER, P.A.	06/16/2022 - 25833446	09/03/2021 VR 01061622-027 COMMUNICATION EMAILS VBA	150.00	.00
TRAVIS WALKER, P.A.	06/16/2022 - 25835199	02/22/2022 VR 01061622-026 COMMUNICATION EMAILS VBA	100.00	.00
	CHECK TO VENDOR==>VENDOR	WALKERTR TRAVIS WALKER, P.A. TOTALS	250.00	.00
Hunter Watson	06/16/2022 - 05262022	2 05/26/2022 VR 01061622-001 UMPIRE PAY	162.00	. 00
	CHECK TO VENDOR==>VENDOR	WATSONH Hunter Watson TOTALS	162.00	.00
WEC Heating & A/C, Inc.	06/16/2022 - 817006A	05/25/2022 VR 01061622-060 HARD START KICKSTART	197.03	.00
WEC Heating & A/C, Inc.		06/01/2022 VR 01061622-061 TRANE ROTO LOCK REPLACE	& 935.00	. 00
	CHECK TO VENDOR==>VENDOR	WECHEAT WEC Heating & A/C. Inc. TOTALS	1132.03	.00
WORLD WIDE TECHNOLOGY	06/16/2022 - 10707216	05/20/2022 VR 01061622-083 FORTIGATE SWITCH	1583.19	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER	PAGE TIME USER	10 14:42:03 DARA
VENDOR NAME	DUE PURCHASE INVOICE DUE TY VOUCHER DATE ORDER NUMBER DATE PE NUMBER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHECK TO VENDOR==>VENDOR WORWIDTE WORLD WIDE TECHNOLOGY TOTALS	1583.19	.00
2k webgroup	06/16/2022 - 10279 06/01/2022 VR 01061622-058 MONTHLY MAINTEN & HOSTING	253.46	.00
	CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup TOTALS	253.46	.00
	CASH ACCOUNT # 011010000 TOTALS 68	6683.63	.00
	BANK ACCOUNT # 0101001611 TOTALS 684	6683.63	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B				DF COUNTY COMMISSIO AID - CASH CODE ORDI		PAGE TIME USER	11 14:42:03 DARA
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBE	INVOICE R NUMBER	DUE DATE	TY VOUCHER PE NUMBER TA	RANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L CASH ACCOUNT-	111010000		CASH-CHECKING	-CO TRANS		
Advanced Business System	m 06/16/2022 -	401434	06/01/2022	VR 11061622-036 CC	ONTRACT # CT3356-01	22.88	.00
	CHECK TO VENDO	R==>VENDOR	ADVBUSIN A	dvanced Business Sy	ystems TOTALS	22.88	.00
Beard Equipment Company	06/16/2022 -	1566048	06/07/2022	VR 11061622-028 LA	AMP #90	265.10	.00
	CHECK TO VENDO	R==>VENDOR	BEARD B	eard Equipment Comp	bany TOTALS	265.10	.00
Big Bend Tire Big Bend Tire Big Bend Tire	06/16/2022 - 06/16/2022 -	50073	05/16/2022	VR 11061622-014 RD	) DEPT#87 REAR TIRE SE ) DEPT#58 ROTATE, TIRE	50.00	.00 .00
Big Bend Tire	06/16/2022 -	50278	05/2//2022	VR 11061622-012 RD	) DEPT#23 TIRES, ALIGN	1028.88	.00
	CHECK TO VENDO	R==>VENDOR [	BIGBENTI B	ig Bend Tire	TOTALS	1315.32	.00
Cintas	06/16/2022 -				IIFORM SERVICE/CLEANING	125.72	.00
Cintas	06/16/2022 -	21614965 (	06/07/2022	VR 11061622-029 UN	IIFORM RENTAL/CLEANING	125.72	.00
	CHECK TO VENDO	R==>VENDOR(	CINTAS C	intas	TOTALS	251.44	.00
City of Monticello	06/16/2022 -	00050112 (	05/20/2022	VR 11061622-011 AC	CT# 00050112 1484 S JEF	56.10	.00
	CHECK TO VENDOR	R==>VENDOR(	CITYMONT C	ity of Monticello	TOTALS	56.10	.00
Conrad Yelvington Distri Conrad Yelvington Distri				VR 11061622-005 LI VR 11061622-040 LI		160.19	.00
Conrad Yelvington Distri	06/16/0000	1740166		ND 11001000 041 1 1		1402.55	.00
Conrad Yelvington Distri				VR 11061622-041 LII VR 11061622-038 LII		1964.73	.00
		1741332 0	07 007 2022	VK 11001022-036 LII		2258.21	.00
Conrad Yelvington Distri Conrad Yelvington Distri				VR 11061622-037 LIN VR 11061622-039 LIN	MESTONE ROADBASE	972.01	.00
-						1932.70	.00
	CHECK TO VENDOR	==>VENDOR C	CONRADYE Co	onrad Yelvington Dis	strib TOTALS 8	3690.39	.00
Crystal Springs	06/16/2022 -	66052522 0	5/25/2022	VR 11061622-007 BOT	TTLED WATER	87.40	.00
	CHECK TO VENDOR	==>VENDOR C	RYSTALS Cr	ystal Springs	TOTALS	87.40	.00
DEPT OF ENVIRONMENT PROT	06/16/2022 -	757517 0	5/24/2022	VR 11061622-010 STC	ORAGE TANK REGISTRATION	50.00	.00
	CHECK-TO-VENDOR	==>VENDOR-D	EPTENVP-DE	PT-OF-ENVIRONMENT-F	PROTE TOTALS	-50.00	.00
Duke Energy	06/16/2022 -	00014176 0	5/27/2022	VR 11061622-022 ACC	CT# 9300 0001 4176	814.68	.00
	CHECK TO VENDOR	==>VENDOR D	UKE Du	ke Energy	TOTALS	814.68	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B				F COUNTY COMMISS ID - CASH CODE O		PAGE TIME USER	12 14:42:03 DARA
VENDOR NAME	DUE PURCHASE DATE ORDER NUM	INVOICE BER NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
ELI ROBERTS & SONS	06/16/2022 -	398439	05/31/2022	VR 11061622-046	UNLEADED GAS	1877 61	20
ELI ROBERTS & SONS	06/16/2022 -	398440	05/31/2022	VR 11061622-042	DIESEL FUEL	1577.51	.00
ELI ROBERTS & SONS	06/16/2022 -	398441	05/31/2022	VR 11061622-045	UNLEADED GAS	6173.85	. 00
ELI ROBERTS & SONS	06/16/2022 -	398707	06/01/2022	VR 11061622-043	DIESEL FUEL	3502.42	.00
ELI ROBERTS & SONS	06/16/2022 -	398708		VR 11061622-044		20986.02	. 00
	00/10/2022	050700	0070172022	WK 11001022-044		17133.47	.00
	CHECK TO VEN	) Dor==>vendof	R ELIROB EL	.I ROBERTS & SONS	S TOTALS	49373.27	.00
First Call Truck Parts	06/16/2022 -	111204	05/27/2022	VR 11061622-008	BULK DEF FLUID	615.35	.00
	CHECK TO VEN	)OR==>VENDOF	R FIRSTCAL F	irst Call Truck A	Parts TOTALS	615.35	. 00
Jones Welding & Industri	06/16/2022 -	00628597	05/31/2022	VR 11061622-004	RENTAL CYLINDERS	87.42	.00
	CHECK TO VEN	)OR==>VENDOF	R JONESWEL JO	ones Welding & Ir	ndustria TOTALS	87.42	.00
Lanier Municipal Supply	06/16/2022 -	211039	05/23/2022	VR 11061622-006	GRAY STORM PIPE		
						8041.00	.00
	CHECK TO VEN	)or==>vendof	LANIERMU La	anier Municipal S	Supply TOTALS	8041.00	.00
Mobile Communications	06/16/2022 -	70016410	06/01/2022	VR 11061622-023	FLEET TRACKING GPS SERVI	C 523.75	.00
	CHECK TO VEN	)or==>vendor	MOBILECO Mo	bile Communicati	ions TOTALS	523.75	.00
Monticello Carquest Inc.	06/16/2022 -	8-256689	06/01/2022	VR 11061622-002	WEEDEATER PARTS	202.24	.00
Monticello Carquest Inc.	06/16/2022 -	8-256695	06/01/2022	VR 11061622-003	CREDIT INVOI 10338-25668	9 -24.36	.00
	CHECK TO VEND	)OR==>VENDOR	MONTCARQ Mo	onticello Carques	st Inc. TOTALS	177.88	.00
ODP BUSINESS SOLUTIONS,L	06/16/2022	E002 001	0E /06 /0000	VD 11061622 021	MOTOROLA 2-WAY RADIOS	1/1 00	00
ODP BUSINESS SOLUTIONS,L				VR 11061622-031		141.98 62.96	.00 .00
001 00011200 002011010,2	007 107 2022	/ 50/ 001	00/01/2022	W HOOLOEE OOE		02.90	
	CHECK TO VEN	OR==>VENDOR	ODPBUSIN OD	OP BUSINESS SOLUT	TONS.LL TOTALS	204.94	.00
O'Reilly Automotive, Inc	06/16/2022 -	5-119801	05/23/2022	VR 11061622-017	#23-STABILIZER, BALL JOIN	V 326.96	.00
O'Reilly Automotive, Inc		5-119912	05/24/2022	VR 11061622-016	CAMBER KIT #23	36.26	.00
O'Reilly Automotive, Inc		5-120016	05/25/2022	VR 11061622-018	#74-CERAMIC PADS	69.98	.00
O'Reilly Automotive, Inc	06/16/2022 -	5-120099	05/26/2022	VR 11061622-015	MOTOR OIL #95	48.97	.00
O'Reilly Automotive, Inc	06/16/2022 -	5-121586	06/07/2022	VR 11061622-026	ANTIFREEZE, BRAKE CLEANER	R 225.36	. 00
	CHECK TO VEND	OR==>VENDOR	OREILLY O'	Reilly Automotiv	e, Inc. TOTALS	707.53	.00
Potty Man Portables	06/16/2022 -	103914	06/03/2022	VR 11061622-009	PORTABLE TOILET RENTAL	95.00	.00
	CHECK TO VENE	OR==>VENDOR	POTTYMAN Po	tty Man Portable	s TOTALS	95.00	.00

REPORT DATE 06/10/2022 SYSTEM DATE 06/10/2022 FILES ID B	6/10/2022 LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER					
VENDOR NAME	DUE PURCHASE INVOICE DATE ORDER NUMBER NUMBER		TRAI SACTION DESCRIPTION AMOUN			
Rush Truck Center Rush Truck Center Rush Truck Center	06/16/2022 - 2799141	2 05/09/2022 VR 11061622-033 REPA 2 06/06/2022 VR 11061622-034 CRED	IT TO INV# 3027671862-314.(	.00		
Kush fruck center		3 06/06/2022 VR 11061622-035 REPA R RUSHTRUC Rush Truck Center	IR TO #84 314.0 TOTALS 314.0			
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP	06/16/2022 - 01059006	1 05/20/2022 VR 11061622-021 ACCT# 5 05/27/2022 VR 11061622-025 ACCT#	¥ 72001059006 61.5	.00		
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP	06/16/2022 - 01059013	2 05/20/2022 VR 11061622-020 ACCT# 3 05/20/2022 VR 11061622-019 ACCT# 4 05/27/2022 VR 11061622-024 ACCT#	¥ 72001059013 49.8	.00		
	CHECK TO VENDOR==>VENDOF	R TRICOUNT TRI-COUNTY ELECTRIC COC	OPE TOTALS 457.8	.00		
TYSON PETROLEUM CONTRACT	06/16/2022 - 1231	06/08/2022 VR 11061622-027 DIESE	EL PUMP REPAIR 2496.0	.00		
Verizon Wireless		R TYSONPET TYSON PETROLEUM CONTRAC				
		R VERIZONW Verizon Wireless	TOTALS 180.0			
	CASE	ACCOUNT # 111010000	TOTALS 74827.3	3.00		
	BANK	ACCOUNT # 0101006511	TOTALS 74827.3			
		FINAL RE	PORT TOTALS 761510.9	6 .00		

#### SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 06/16/2022 TO 06/16/2022 VENDOR VOUCHER 001 TO 99999 CASH CODE 01001 08008

INCLUDE DORMANT CREDIT MEMOS?..: Y

END OF REPORT

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## SATISFACTION OF LIEN

THIS IS TO CERTIFY, that the lien in the sum of <u>\$40,000</u> asserted pursuant to that certain Jefferson County SHIP Mortgage (\$40,000) between Jefferson County, Florida and Kelvin and April Gallon, a married couple, dated July 26, 2013 and recorded in the Public Records of Jefferson County at O.R. Book 700, Pages 312 through 315 against the real property as located as shown in Exhibit A, has been completely satisfied and is hereby released. Jefferson County, Florida hereby directs the Clerk of Circuit Court to cancel and discharge the lien of record.

Dated on the _____ day of _____, 2022.

WITNESSES:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

GENE HALL CHAIR OF THE BOARD 1 COURTHOUSE CIRCLE MONTICELLO, FL 32344

ATTEST:

KIRK REAMS CLERK OF THE COURT

## STATE OF FLORIDA COUNTY OF JEFFERSON

BEFORE	ME,	the	undersigned	authority,		personally		appeared		
			,	and	who is	personally	known	to r	ne	or
produced			identifica	ation,	and afte	r being dul	y sworn,	state	es th	ıat
he/she has read the fe	oregoing ar	nd that the	information is tru	e and	correct to	the best of	affiant's	knov	vled	ge
and belief.										

Notary Public, State of Florida SEAL

(Signature)

(Printed Name)

## Exhibit "A"

Lot 8, LOMA ALTA, according to the map or plat thereof as recorded in Plat Book B, Page 5, Public Records of Jefferson County, Florida.

Less and Except a strip 7.0 feet, more or less, in width off the North side of said Lot 8 and containing .01 acres, more or less.

## AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement made and entered into this _____ day of ______, 2022, by and between JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the law firm of NABORS, GIBLIN & NICKERSON, P.A. ("NGN") for the provision of County Attorney services as more particularly set forth herein.

## WITNESSETH

**WHEREAS,** the County has selected NGN to provide legal services as county attorney as a result of the County's Request for Proposals No. 22-04292022-01; and

**WHEREAS,** NGN has the ability to render the services as required by the County as set forth herein; and

WHEREAS, the County seeks to engage NGN to serve as county attorney.

**NOW THEREFORE,** in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I. RECITALS.** The above recitals are true and correct and are incorporated herein as essential terms of this Agreement.

**ARTICLE II. SCOPE OF SERVICES.** NGN shall provide county attorney services in accordance with the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

## ARTICLE III. COMPENSATION AND INVOICES.

3.1 <u>Compensation</u>. Compensation under this Agreement shall be as set forth in EXHIBIT "B" attached hereto and incorporated by reference.

3.2 <u>Invoices for General County Attorney Services</u>. NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$140,000. The invoice for General County Attorney Services shall consist only of a request for payment for the prior month's service and will contain a detailed summary of the actual services provided.

3.3 <u>Invoices for Litigation Services</u>. All statements or invoices for fees and costs for Litigation services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

3.4 <u>Invoices for Extraordinary Services consisting of Matters Exceeding 10 Hours in</u> <u>Work.</u> Services for those general County Attorney Services matters which will exceed ten (10) hours ("Extraordinary Services") shall be billed on an hourly basis. Prior to engaging in the provision of these Extraordinary Services, NGN shall provide written notice to the County Coordinator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Coordinator prior to beginning these Extraordinary Services. All statements or invoices for fees and costs for such services rendered, that are submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, was properly authorized and that the correct amount has been charged.

3.5 <u>Invoices for Special Services</u>. Invoices for representation of the County with respect to the issuance of bonds, notes, or other obligations of the county, issuance of title certificates for the development of special revenue projects, specialized utility matters, legislative services or such other specialized services shall be negotiated on a project by project basis and subject to the approval of the County Coordinator. The terms for invoicing on those matters shall be determined as part of the project negotiations.

3.6 <u>Disputed Amounts</u>. In the event a portion of an invoice submitted to the County for payment to NGN, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.

## ARTICLE IV. TERM AND TERMINATION.

4.1 The term of this Agreement shall be from July 1, 2022 through June 30, 2023, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be extended, upon mutual written agreement of the parties, for four (4) additional one (1) year terms or any other extension agreed to by the parties in writing.

4.2 Termination Without Cause. Either party may terminate this Agreement without cause by giving written notice to the other party of its intent to terminate this Agreement. Such written notice of intent shall be given sixty (60) days prior to the actual date of termination.

4.3 Termination With Cause. This Agreement may be terminated by the County if there is a material breach of this Agreement which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.

4.4 Upon such notification of termination, the parties shall cooperate to provide for an orderly transfer of responsibilities from NGN to its successor.

4.5 In the event sufficient budgeted funds are not available for a new monthly period, the County shall notify NGN of such occurrence and the Agreement shall terminate on the last day of the current monthly period without penalty or expense to the County. Such termination shall be deemed without cause.

4.6 The rights, duties and responsibilities of NGN shall continue in full force during the period of notice of termination set forth herein, regardless if for cause or without cause.

4.7 If the Agreement is terminated by the County as provided herein, NGN will be paid an amount which is equal to the total of all fees or costs incurred on or prior to the date of termination.

**ARTICLE V. DESIGNATED PERSONNEL.** Services provided by NGN to the County shall be rendered by Heather J. Encinosa, designated as the County Attorney. Gregory T. Stewart is designated as the Deputy County Attorney. Evan J. Rosenthal and Elizabeth Desloge Ellis are designated as Assistant County Attorneys. Additional attorneys employed by NGN shall be used in the provision of legal services to the County on an as needed basis and at the direction of Heather J. Encinosa or her designee.

**ARTICLE VI. INDEPENDENT CONTRACTOR.** NGN is, and shall be, in the performance of the services provided herein an independent contractor and not an employee of the County. All persons engaged in the services provided herein shall at all times, and in all places, be subject to the NGN's sole discretion, supervision, and control. NGN does not have the power or authority to bind the County in any promise, agreement or representation other than as specifically provided for herein.

**ARTICLE VII. OUTSIDE COUNSEL AND EXPERTS.** From time to time, the Board may encounter issues which require retention of outside counsel or other experts with a specialized knowledge in a particular area. If such retention is required, NGN shall have the authority to use or retain on behalf of the County such additional experts or counsel that it deems necessary to implement the related objectives and programs of the County. Such retention shall be subject to the approval of the County Coordinator. Statements for fees and costs incurred by any approved consultant, expert or counsel, shall be first reviewed by NGN and, upon approval, submitted to the County Coordinator and/or the Board for payment, as appropriate.

## ARTICLE VIII. CONTRACT ADMINISTRATION.

8.1 NGN shall accept direction from the Board; however, for ease and convenience of administration, the County hereby also designates its County Coordinator to provide policy direction and instructions to NGN in the administration of its duties hereunder to the extent that such direction and instruction does not conflict with the authority, policy or direction of the Board.

8.2 NGN shall be entitled to reasonably rely upon direction received from the County Coordinator.

## ARTICLE IX: CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

9.1 NGN hereby certifies that it is legally entitled to enter into this Agreement with the County and that it will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable laws by the performance of this Agreement.

9.2 In connection with the services to be performed under this Agreement, NGN shall comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

## ARTICLE X. GENERAL PROVISIONS.

10.1 NGN shall comply with the provisions of Chapter 119, Florida Statutes in the provision of the services provided herein to the County. NGN must comply with the public records laws, Florida Statute Chapter 119, specifically NGN must:

a. Keep and maintain public records required by the County to perform the service.

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

c. 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.

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

IF NGN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NGN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS KIRK REAMS, CLERK OF COURT AND COMPTROLLER, 1 COURTHOUSE CIRCLE, MONTICELLO, FL 32344, (850)342-0218 EXT 232, KREAMS@JEFFERSONCLERK.COM.

10.2 <u>Insurance</u>. During the term of this agreement, NGN shall maintain the insurance requirements as set forth on Exhibit "C" attached hereto.

10.3 <u>Conflict of Interest.</u> NGN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the
performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. NGN shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the NGN's judgment or quality of service. NGN shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

10.4 <u>Indemnification</u>. NGN shall to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County), indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liability, losses, costs (including attorney's fees) arising out of any actual or alleged damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged negligent act or omission of the County Attorney, any substitute, anyone direct or indirectly employed by either of them, or anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by individual in the performance of the work; or liens, claims or actions made by the individual or any substitute or other party performing the work.

10.5 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of Florida. Venue for all legal actions necessary to enforce this agreement shall be in Jefferson County, Florida.

10.6 <u>Entire Agreement.</u> The foregoing terms and conditions constitute the entire agreement between the parties hereto and any representation not contained herein shall be null and void and of no force or effect. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof.

10.7 <u>Amendments.</u> This Agreement may be amended only in writing upon mutual consent of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, unless otherwise expressly provided.

10.8 <u>Notices.</u> All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

County:	County Coordinator
	Attn: Shannon Metty, Acting Coordinator
	445 West Palmer Mill Rd
	Monticello, Fl 32344
	(850)342-0223
	Smetty@jeffersoncountyfl.gov

County Attorney: Nabors, Giblin & Nickerson, P.A. Attn: Heather J. Encinosa 1500 Mahan Drive, Suite 200 Tallahassee, FL 32308 (850) 224-4070 hencinosa@ngnlaw.com

Either party may, by written notice given to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or e-mail or three days after the date mailed.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed on the day and year first hereinabove written.

APPROVED AS TO FORM:

# JEFFERSON COUNTY, FLORIDA

By:__

Scott Shirley, County Attorney

Gene Hall, Chairman Board of County Commissioners

ATTEST:

Date: _____

Clerk of the Circuit Court

# NABORS, GIBLIN & NICKERSON, P.A

Heather J. Encinosa

Date:

Witnesses:

Signature

Print Name

Signature

Print Name

# EXHIBIT A

# **SCOPE OF SERVICES**

# **COUNTY ATTORNEY SERVICES**

NGN shall serve as the county attorney for the County and shall provide all legal services required by the County, which shall include but not limited to:

- 1. To perform the duties and responsibilities required pursuant to the local, state, and federal laws, rules, and regulations applicable to Jefferson County and the general laws of the State of Florida.
- 2. To advise, research, assist and render written opinion to the County on a wide variety of legal areas including but not limited to: general County law, labor law, general, state and federal laws relating to County government, intergovernmental relations and rules and regulations.
- 3. To serve as legal advisor and counselor for all departments and all of its officers in matters relating to their official duties.
- 4. To prepare, review, or advise on all contracts, bonds, and all other legal and official instruments in which the County is concerned and shall endorse on each his/her approval of the form and correctness.
- 5. To review all agenda items.
- 6. To advise, research and assist the County on a wide variety of legal areas including but not limited to: grants, budgets, bonds, user fees, impact fees, franchise fees, property taxes, special assessments, public disclosure issues, laws against discrimination, preparation of ordinances, resolution development and interpretation, housing, subdivision and land use law, comprehensive planning, zoning regulations and property rights, eminent domain, economic development activities, public utilities, code enforcement, building codes, real estate law annexations, contract law, environmental law, franchise law, County leases, purchasing and procurement, personnel matters including collective bargaining, union negotiations, arbitration, employee grievances, including advice on the creation of policies and procedures, litigation and trial activity, tort law and proactive methods to avoid litigation.
- 7. To prosecute and defend on behalf of the County all complaints, suits and controversies in which the County is a party except where the County's defense is provided either by contract or law by a third party.
- 8. To furnish the County Commission, the Planning Commission, the County Coordinator and the head of any department, his/her opinion on any question of law relating to any matter concerning their respective power and duties.
- 9. To advise the County Commission and Planning Commission as to their compliance or non-compliance with the provisions of Florida law.
- 10. To attend all meetings of the County Commission and Planning Commission, unless excused, either in person or by his duly designated representative to supply those legal services as may be needed during the meeting.

- 11. To provide Counsel and legal services for County boards, task forces, and committees duly authorized by County Commission.
- 12. To assist the County in preparation, drafting, revisions of codes, ordinances, resolutions, amendments, leases, policy and procedural manuals, and other documents at the request of the County Commission and/or County Coordinator.
- 13. To prepare documents necessary for land purchases and/or sales, including development of proper legal descriptions for such real estate transactions.
- 14. To submit, as part of the annual budget process, anticipated expenditures, and revenues.
- 15. To provide quarterly reports to the County Commission summarizing legal services activities.
- 16. To provide all required documentation to the external auditor as part of annual audit.
- 17. To coordinate and supervise, specialized legal services provided by outside counsel.
- 18. To keep the County Commission, Planning Commission, and County Coordinator informed of legislation or judicial opinions that have potential impact to the County.
- 19. To meet with County Coordinator and/or designee on an as needed basis to provide for the operational necessity of the County.
- 20. To assist in preparation, drafting, revisions of contracts, amendments to the contracts and other legal documents at the request of the Commission and/or County Coordinator.
- 21. To advise County Commission, Planning Commission, and County Coordinator periodically on Sunshine Law and public records law, home rule, legislative and quasijudicial bodies; and all other areas of County law, legislative and judicial opinions that could potentially impact the County.
- 22. To perform any other duties as assigned, or as directed by the County Commission.

# EXHIBIT B

# **COMPENSATION**

### COMPENSATION FOR GENERAL COUNTY ATTORNEY SERVICES

(A) NGN shall be compensated for the county attorney services at the annual lump sum amount of \$140,000 per year. Such amount shall be payable in twelve equal monthly installments.

NGN shall submit an invoice for the compensation for General County Attorney Services on a monthly basis. Each invoice will be for the prior month's service and in an amount equal to one twelfth of the agreed upon Annual Compensation amount of \$140,000. The invoice for General County Attorney Services shall consist of a request for payment for the prior month's service and will contain a detailed summary of the actual services provided.

(B) To provide heightened accountability, NGN and the County agree to jointly review such county attorney reports or invoices no later than January 15, 2023 at which time, upon mutual agreement of the parties, the annual lump sum retainer amount and method of compensation hereunder may be revised.

# COMPENSATION FOR LITIGATION AND EXTRAORDINARY SERVICES EXCEEDING TEN (10) HOURS IN TIME

NGN shall also provide legal services to the County in prosecuting or defending litigation involving the County (for the purposes of this Agreement litigation is defined as those matters for which NGN serves as counsel of record for the County that are initiated by a filing in an administrative agency or tribunal or an action in state or federal court and shall also include all arbitrations and mediations) ("Litigation").

Additionally, NGN and the County recognizes that in some extraordinary matters relating to General County Attorney Services that the amount of time involved will exceed ten (10) hours in attorney time. These types of activities may include but are not limited to the preparing, revising and reviewing of extensive ordinances, policy provisions, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents, real estate transactions, and other legal matters on behalf of the County that are reasonably expected to require more than ten (10) hours of attorney time ("Extraordinary Services"). Prior to engaging in the provision of these Extraordinary Services, NGN shall provide written notice to the County Coordinator that the activity will exceed ten (10) hours and that the hourly billing provision for these Services will apply and shall obtain the approval of the County Coordinator prior to beginning these Extraordinary Services.

Litigation and Extraordinary Services will be compensated on an hourly basis at the following rates:

(A) NGN shall be compensated for Litigation and Extraordinary Services on an hourly basis at the following rates:

Partners	\$180 per hour
Associates	\$160 per hour
Clerks/Paralegals	\$80 per hour

(B) All statements or invoices for fees for such services rendered on Litigation and Extraordinary Services submitted by NGN to the County shall be submitted in detail sufficient for proper pre-audit and post-audit thereof to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged.

(B) All invoices shall include documentation for costs and shall be submitted to, approved and processed for payment by the County Coordinator unless directed otherwise by the County Coordinator.

### COMPENSATION FOR SPECIAL SERVICES

NGN shall also provide various specialized services to the County, on an as needed basis ("Special Services"). These Special Services include but are not limited to the following:

(A) Representing the County with respect to the issuance of bonds, notes, or other obligations of the County;

- (B) Issuing title insurance commitments and policies; or
- (C) Providing legislative consulting services.

Compensation for such Special Services shall be negotiated on a project by project basis, subject to the approval of the County Coordinator or the Board, as required. The terms for invoicing on those matters shall be determined as part of the project negotiations.

# **REIMBURSEMENT OF COSTS**

Under this Agreement, NGN will not charge the County for travel time or travel-related costs to and from the County. NGN will be reimbursed for actual costs incurred on other travel outside of Leon and Jefferson County in accordance with Section 112.061, Florida Statutes.

In addition to the compensation specified above, NGN will be reimbursed for those expenses incurred which are directly related to the provision of services, including, but not limited to: copy costs, filing fees, deposition expenses, court reporter fees, witness fees, and other court related expenses, on-line research expenses, overnight delivery charges, and other charges incurred in providing services to the County.

# EXHIBIT C

# **INSURANCE REQUIREMENTS**

NGN shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.

All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.

Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 (exclusive of defense costs) per occurrence.

Workers Compensation: Firm shall supply proof of coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100, each employee; and \$500,000 policy limit for disease.

#### AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Jefferson County Board of County Commissioners 034119979 21.h.fh.900.021

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the Jefferson County Board of County Commissioners hereinafter referred to as the "Grantee."

The Grantee has been awarded a 2020 Hurricane Michael National Park Service Subgrant by the Division, grant number 21.h.fh.900.021 for the Project "Monticello High School Mitigation - Line Item," in the amount of \$500,000(Grant Award Amount). The Division enters into this Agreement pursuant to Line Item 3153A, contained in the 2021 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

Funding for this grant is provided by the Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery Grant (CFDA 15.957) awarded to the Division by the Department of the Interior, National Park Service (NPS), Federal Grant Number P20AP00013 (the Prime Award). The Prime Award project period is July 1, 2019 through September 30, 2023.

Pursuant to the Prime Award, NPS awarded the Division \$10,200,000 from the Emergency Supplemental Historic Preservation Fund (ESHPF), of which \$8,054,000 million is available for subgrants for recovery, repair, and disaster mitigation activities directed at historic properties damaged during Hurricane Michael, incident period October 7, 2018-October 19, 2018. The Division desires to grant a subaward of the Prime Award to Grantee of the Grant Award Amount.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose. This grant shall be used exclusively for the "Monticello High School Mitigation Line Item," the public purpose for which these funds were appropriated.
  - a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to restore and mitigate future damage to the Monticello High School, including disassembly and storage of reusable portions of wood floors and related historic elements on the first and second floors and staircase ; demolition and removal of existing concrete basement floor slab; installation of a new drainage system; waterproofing of interior walls of basement spaces; Geotechnical services, including soil borings, soil testing, groundwater measurement, etc.; and a survey for new underground piping within the building footprint and throughout the site. Grant funds will also be used for architectural/engineering services; a new/updated Florida Master Site File form; and an update the National Register of Historic Places (NRHP) listing for the Monticello High School.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description Documentation		Payment Amount
1	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed to the Division for review and approval.One (1) electronic copy of completed Application and for Payment (AIA Document 		\$125,000
2	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document 		\$125,000
3	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, and a draft update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate to the Division for review and approval.	One (1) electronic copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed; One (1) electronic copy of the draft update to the NRHP listing, conforming to NRHP Bulletin 16a or 16b as appropriate.	\$125,000
4	Fixed Price			\$125,000
Totals				

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

- 2. Length of Agreement. This This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 16 of this Agreement.
- 3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

#### For the Division of Historical Resources:

Nicole Hu Florida Department of State R.A. Gray Building 500 South Bronough Street Tallahassee, FL 32399 Phone: 850.245.6355 Email: Nicole.Hu@dos.myflorida.com

For the Grantee: Contact: Kirk Reams Address: 1 Courthouse Circle Monticello Florida 32344 Phone: Email: kreams@jeffersonclerk.com

- 4. Grant Payments.All grant payments are requested online via <u>www.dosgrants.com</u> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b) All payments will be made in accordance with the completion of those Deliverables.
- 5. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at <a href="http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf">http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf</a>.
- 6. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute

Form W-9 visit <u>http://www.flvendor.myfloridacfo.com/</u>. A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.

- 7. Amendment to Agreement. Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this Agreement.
- 8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
  - a) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
  - b) If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
  - c) Payments will be withheld for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <u>https://www.nps.gov/subjects/historicpreservation/standards.htm</u> or applicable industry standards

The Division shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 18, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

#### 9. Additional Special Conditions.

- a) For all projects involving development activities, the following special conditions apply:
  - i. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <a href="https://www.nps.gov/subjects/historicpreservation/standards.htm">https://www.nps.gov/subjects/historicpreservation/standards.htm</a>.
  - ii. The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation are available online at <a href="https://dos.myflorida.com/historical/grants/special-category-grants/">https://dos.myflorida.com/historical/grants/special-category-grants/</a>
  - iii. Architectural Services
    - A. All projects shall require contracting for architectural/engineering services.
    - B. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the Project. The Division shall make a recommendation to the Grantee after review of the proposed work.
  - iv. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Division for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Division for review and approval at the following stages of development:

- A. Upon completion of schematic design;
- B. Upon completion of design development and outline specifications; and
- C. Upon completion of 100% construction documents and project manual, prior to execution of the construction contract.
- v. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Division for review and approval prior to final execution. Division review and approval of said contracts shall not be construed as acceptance by or imposition upon the Division of any financial liability in connection with said contracts.
- vi. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
  - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
  - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Division for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
  - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
  - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division's Compliance Review Section (contact information available online at<u>www.flheritage.com</u>). The mitigation plan shall be implemented under the direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.
  - E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida AdministrativeCode*.
  - F. All Historic Preservation Fund (HPF) funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. See Section 11.c) of this agreement.
- vii. NPS Review of Planning/Design Documents for National Historic Landmarks. In addition to Division requirements for development projects described above, the following must be provided to the Division for submission to NPS prior to the beginning of grant assisted development work directed at National Historic work:
  - A. a site plan that has the north direction clearly marked;
  - B. a city/county map with the site of the property clearly labeled;
  - C. set of plans and specifications for the project;
  - D. photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;

- E. interior photographs of all major rooms and those involved in the project, labeled and keyed to a floor plan;
- F. for NHL Districts include overall views of the district from the project area;
- G. any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

Documents for the entire undertaking must be submitted to NPS for its review and approval to ensure conformance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, prior to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

- b) For all projects involving survey activities, the following special conditions apply:
  - i. The Grantee shall submit survey project contracts to the Division for review and approval prior to execution.
  - ii. A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable.
  - iii. For historical structure and archaeological survey projects, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <a href="https://dos.myflorida.com/historical/grants/small-matching-grants/">https://dos.myflorida.com/historical/grants/small-matching-grants/</a>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.
  - iv. For all HPF funded grants, archaeological collections and accompanying data and records must be curated in a repository meeting contemporary professional standards, the Secretary's "Standards for Archaeology and Historic Preservation," and 36 CFR 79 except when other disposition is required by 43 CFR 10, the regulations for the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001). However, the costs of ongoing curation are not allowable for HPF grant assistance.
- c) For all projects involving National Register nominations or updates, the following special conditions apply:
  - i. The Grantee shall consult with Division staff for development of the nomination text. Nominations must conform to National Register of Historic Places Bulletin 16a or 16b, as appropriate: <u>https://www.nps.gov/nr/publications/.</u>
  - ii. The Grantee shall submit national register nomination project contracts to the Division for review and approval prior to execution.
  - iii. Properties determined eligible and not listed that receive funding must complete and submit a nomination to the National Register of Historic Places as part of the project.
- d) Consultants and Contractors. Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the Grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current salary tables can be found on the Office of Personnel and Management website: <a href="https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/">https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/</a>.
- e) Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery (ESHPF FYM) Grant Subrecipients

must execute the following federal forms prior to Division execution of the Grant Award Agreement and release of the grant funds:

- i. Standard Form 424B, Assurances Non-Construction Programs
- ii. Standard Form 424D, Assurances Construction Programs
- iii. Standard Form LLL, Disclosure of Lobbying Activities
- f) Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery (ESHPF FYM) Grant Subrecipients must comply with the **Federal Special Conditions** contained in Attachment C.
- g) In the event that human remains are encountered during project activities all work shall stop immediately and the Grantee shall contact the State Archaeologist in accordance with Chapter 872.05, F.S. The Grantee shall also notify their Division grant manager, who will notify the National Park Service to engage in consultation with the Federally Recognized Tribes currently under government-to-government consolation regarding the project's federal grant award agreement.
- 10. Public Endorsements and Acknowledgement of Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, and ESHPF FYM Grant Program requirements:
  - a) Public Information, Endorsements, and Press Releases.
    - i. In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement: "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
    - ii. Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the Government (state or federal) approves of the Grantee's work products or considers the Grantee's work product to be superior to other products or services.
    - iii. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

# "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

- iv. Grantee must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- v. Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to

the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the HPF administered by the National Park Service.

b) Requirement for Project Sign/Notification. The Grantee must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. Signage/notification must be submitted to the Division for approval in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term. At a minimum, all notifications must contain the followingstatement:

"[Project Name] is being supported in part by the Emergency Supplemental Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is probibited.

Photo documentation of the sign/notification must be submitted to the Division. The cost of fabricating and erecting notification is an eligible grant cost. Routine maintenance costs of project signs are not allowable project costs.

- c) Copyrights and Funding Acknowledgement in Deliverables & Publications Publications. The Grantee must include acknowledgment of grant support from the HPF of the NPS, Department of Interior, in all deliverables, press, and publications concerning NPS grant-supported activities as referenced in the Scope ofWork.
  - i. One digital copy of any deliverable/publication must be furnished to the Division for submission to NPS within 90 calendar days of the expiration of this Agreement. At a minimum, all deliverables and publications must contain the following disclaimer and acknowledgement:

This material was produced with assistance from the Emergency Supplemental Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

- Deliverables/publications include, but are not limited to: grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs, invitations and photos, websites, mobile apps, exhibits, and interpretive signs.
- iii. The Division and NPS shall have a royalty-free right to republish any materials produced under this grant. All photos included as part of the interim and final reporting, and deliverables/publication will be considered released to the Division and NPS for future official use. Photographer, date and caption should be identified on each photo, so Division and NPS may provide proper credit for use.
- iv. A digital (preferred) or physical copy of all deliverables must be available for public access. Information that would be exempt from disclosure per the Freedom of Information Act (FOIA), 5 USC 552, may be redacted from the public access copy.

- v. All consultants hired by the Grantee must be informed of these requirements.
- 11. Federal Compliance Requirements. All ESHPF FYM subgrant projects must comply with the following federal requirements:
  - a) Compliance with Section 106.Pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), the NPS and the Division must complete the consultation process stipulated in the regulations issued by the Advisory Council for Historic Preservation (ACHP) in 36 CFR 800 prior to the commencement of all grant-assisted construction or ground disturbance on the property.
  - b) Compliance with Section 110. Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 U.S.C. § 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this Agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 U.S.C. § 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106 (see above). Grantees must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.
  - c) Compliance with ADA and ABA. The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
  - d) Requirement for NEPA Compliance. All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant –supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archaeology. For construction or archaeology projects, the Grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.
  - e) **Requirement to Execute a Preservation Covenant/Easement.** Section 54 U.S.C. 302902 of the National Historic Preservation Act requires that HPF grantees must agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior.

Accordingly, subgrantees awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the SHPO in which the site is located or to a nonprofit preservation organization acceptable to the NPS. NPS approval of a covenant/easement holder other than the SHPO must be in writing. The term of the covenant/easement must follow the guidance in the HPF Manual - Chapter 6 from the end date of this agreement. The covenant/easement must be executed by registering it with the deed of the property. A photocopy of the executed covenant/easement, stamped registered with the deed, must be submitted to the NPS prior to the end of the award period of performance and final drawdown of funding.

A draft copy of the covenant/easement must be submitted to the NPS within one year for review and comment. Baseline documentation of the character defining features of the site should be documented prior to construction through photographs. Following the completion of all work, the preservation covenant/easement must document the grant assisted condition of the site and the character defining features included as part of the document registered with thedeed.

- f) GIS Spatial Data Transfer. All GIS data collected with ESHPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage: <u>https://www.nps.gov/crgis/crgis_standards.htm</u>. Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications will be made available if requested.
- 12. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by November 30 in the first year of the grant period, except as allowed below.
  - a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a caseby-case basis to develop an acceptable encumbrance schedule.
- 13. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.
  - a) First Project Progress Report is due by October 31, for the period ending September 30 (first year of the Grant Period).
  - b) Second Project Progress Report is due by due by January 31, for the period ending December 31 (first year of the Grant Period).
  - c) Third Project Progress Report is due by April 30, for the period ending March 31 (first year of the Grant Period).
  - d) Fourth Project Progress Report is due by July 31, for the period ending June 30 (first year of the Grant Period).
  - e) Fifth Project Progress Report is due by October 31, for the period ending September 30 (second year of the Grant Period).
  - f) Sixth Project Progress Report is due by January 31, for the period ending December 31 (second year of the Grant Period).
  - g) Seventh Project Progress Report is due by April 30, for the period ending March 31 (second year of the Grant Period).
  - h) Final Report. The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, 2 CFR Part 200 and the HPF Grants Manual.
- 14. Matching Funds. No non-Federal matching share is required for ESHPF FYM grants. Any non-Federal share, whether in cash or inkind, included in the approved project budget is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Division based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Grantee must meet their cost share commitment over the life of the award. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

- 15. **Grant Completion Deadline**. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 16 must be met.
- 16. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances; *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance of the Prime Award through which this project is funded. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 17. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- a. Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- b. Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement, Chapter 287 of the *Florida Statutes* and/or Rule 60A-1.002 of the *Florida Administrative Code*;
- c. Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- d. Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, or any state agency;
- e. Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <a href="https://www.nps.gov/subjects/historicpreservation/standards.htm">https://www.nps.gov/subjects/historicpreservation/standards.htm</a> or applicable industry standards;
- f. Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- g. Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap, or marital status;
- h. Entertainment, food, beverages, plaques, awards, or gifts;
- i. Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;
- j. Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing, and fundraising activities;

- k. Administrative and project management expenditures such as expenditures that are directly attributable to management of the grantassisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- 1. Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- m. Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- n. Capital improvements to non-historic properties or non-historic additions to a Historic Property;
- Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p. Accessibility improvements for Religious Properties;
- q. Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- r. Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walk/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- s. Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates, or sections of these);
- t. Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras, printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
- u. Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- v. Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site;
- w. Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects;
- x. Acquisition of real property;
- y. Total reconstructions and major reconstruction projects, such as recreating a building or landscape that has been completely destroyed; and
- z. Costs related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.
- 18. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the Agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures*, 2 CFR Part 200, and the HPF Grants Manual
- 19. Repayment. All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of the

"Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 20. Single Audit Act. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 21. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 23. Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 24. Investment of Funds Received But Not Paid Out. The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
- 25. Noncompliance with Grant Requirements. Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 26. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
  - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
  - d) The name of the account(s) must include the grant award number;

- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and postaudit (such as invoices, bills, and canceled checks).
- 27. Availability of Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 29. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
- 30. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
  - a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 31. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

- 32. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 33. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

#### 34. Termination of Agreement.

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 36. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 37. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.
  - a. **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:

- 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.
- b. **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.
- 38. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 40. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 41. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 42. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference. Additionally, the use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
- 43. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 44. Entire Agreement. The entire Agreement of the parties consists of the following documents:
  - a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)
  - d) Federal Special Conditions (Attachment C)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY 2020-2021 General Appropriation Act and Additional Supplemental Appropriations for Disaster Relief Act of 2019, enacted as Public Law 116-20, and by an Emergency Supplemental Historic Preservation Fund Grant from the NPS, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

Ву:_____

Ву: _____

Dr. Timothy A. Parsons, Division Director

Authorizing Official for the Grantee

Date

Typed name and title

Date

#### ATTACHMENT A

# Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match \$0
Demolition and Removal of Existing Concrete Basement Floor Slab; Disassembly and Storage of Reusable Wood Floors and Related Historic Elements	\$140,050	\$0	
Installation of New Drainage System	\$86,800	\$0	\$0
Waterproofing	\$231,300	\$0	\$0
Geotechnical services	\$5,000	\$0	\$0
Survey for underground piping	\$3,000	\$0	\$0
Architectural/Engineering Services	\$32,350	\$0	\$0
NRHP Listing Update; New/Updated Florida Master Site File Form	\$1,500	\$0	\$0
Totals	\$500,000	\$0	\$0

#### ATTACHMENT B

#### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

#### Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §\$200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation

of compliance issues.

U.S. Government Printing Office www.ecfr.gov

#### Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

- 1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer) http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

#### Part III: Report Submission

- 1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building 500 South Bronough St. Tallahassee, FL 32399-0250 B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General Florida Department of State R. A. Gray Building 500 South Bronough St. Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (<u>https://flauditor.gov/</u>) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

#### EXHIBIT 1

# FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Interior, National Park Service, Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery, CFDA 15.957. \$500,000

# COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the Historic Preservation Fund Grants Manual.

# STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

- _
- _
- _

# MATCHING RESOURCESFOR FEDERAL PROGRAMS:

_

Not applicable.

# SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

#### ATTACHMENT C

# FEDERAL SPECIAL CONDITIONS FOR EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND GRANT SUBRECIPIENTS

In addition to the terms and conditions contained in this Agreement, the following federal special conditions apply to Grantee, as a Subrecipient of Emergency Supplemental Historic Preservation Fund, Florence, Yutu, and Michael Recovery Grant funds from the National Park Service (NPS):

#### 1. Insurance and Liability.

- a) **Insurance.** The Subrecipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- b) Insured. The Federal Government shall be named as an additional insured under the Subrecipient's insurance policy.
- c) Indemnification. The Subrecipient hereby agrees to indemnify the Federal Government and the NPS from any act or omission of the Subrecipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

The Subrecipent hereby agrees:

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of *one million dollars (\$1,000,000)* per person for any one claim, and an aggregate limitation of *three million dollars (\$3,000,000)* for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein the Subrecipient shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Subrecipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Subrecipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Subrecipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Subrecipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Subrecipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Subrecipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Subrecipient will constitute termination of this Agreement by the NPS.

d) **Flow-down.** For the purposes of this clause, "Subrecipient" includes such contractors, or subcontractors as, in the judgment of the Subrecipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

2. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

**3. Property Utilization.** All tools, equipment, and facilities furnished by the NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

**4. OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at<u>http://www.ecfr.gov</u>).

#### a) Administrative Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

#### b) Determination of Allowable Costs:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

#### c) Audit Requirements:

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

#### d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR Part 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";

43 CFR 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, "Reporting Subawards and Executive Compensation".

**5.** Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

**6. Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

7. Anti-Deficiency Act. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

8. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

**9. Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

**10.** Agency. The Subrecipient is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Park, nor will the Subrecipient represent itself as such to third parties. NPS employees are not agents of the Subrecipient and will not act on behalf of the Subrecipient.

11. Non-Exclusive Agreement. This Agreement in no way restricts the Subrecipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

12. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

**13. No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Subrecipient or its representatives. No representative of Subrecipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

**14. Foreign Travel**. The Subrecipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.

**15. Program Income.** If the Subrecipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

**16. Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

**17. Rights in Data.** The Subrecipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Subrecipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

**18. Retention and Access Requirements for Records**. All Subrecipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.

#### 19. Audit Requirements

a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. \$7501–7507) and 2 CFR Part 200,

Subpart F , which is available at http://www.ecfr.gov/cgi-bin/text-idx? SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6

b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at http://harvester.census.gov/sac/.

20. Procurement Procedures. A full description of procurement standards can be found in 2 CFR §200.317-§200.326.

**21.** Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government—wide prohibition on the use of text messaging while driving on official business or while using Government—supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company–owned or rented vehicles, government—owned or leased vehicles, or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

22. Seat Belt Provision. The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

**23. Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).

### 24. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).

b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the
simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

**25. Reporting Subawards and Executive Compensation.** Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to https://www.fsrs.gov/ for more information.

#### 26. Conflict of Interest

#### a) Applicability.

i) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

ii) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

#### b) Requirements

i) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

ii) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

iii) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

#### c) Notification

i) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

ii) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

d) **Restrictions on Lobbying.** Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C 1352.

e) **Review Procedures.** The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

### 27. Minimum Wages Under Executive Order 13658 (January 2015)

a) Definitions. As used in this clause-

"United States" means the 50 states and the District of Columbia.

"Worker"—

- 1. Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and
  - i. Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
  - ii. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,
  - iii. Regardless of the contractual relationship alleged to exist between the individual and the employer.
- 2. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).
- Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
- b) Executive Order Minimum Wage rate.

- The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).
- 2. The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
- 3.i. The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
  - ii. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.
  - iii. The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
- 4. The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- 5. The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
- 6. The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
- 7. Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

- 8. The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
- 9. The non-Federal entity shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

#### c)

- 1. This clause applies to workers as defined in paragraph a). As provided in that definition
  - i. Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or Subrecipient and the worker;
  - ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- 2. This clause does not apply to-
  - Fair Labor Standards Act (FLSA) covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
  - ii. Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
    - A. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
    - B. Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
    - C. Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) Notice. The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable

E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

#### e) Payroll Records.

- 1. The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
  - i. Name, address, and social security number;
  - ii. The worker's occupation(s) or classification(s);
  - iii. The rate or rates of wages paid;
  - iv. The number of daily and weekly hours worked by each worker;
  - v. Any deductions made; and
  - vi. Total wages paid.
- 2. The non-Federal entity shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.
- 3. The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- 4. Failure to comply with this paragraph (e) shall be a violation of 29 CFR. § 10.26 and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- 5. Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) Withholding. The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) Disputes. Department of Labor has set forth in 29 CFR § 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning an non-Federal entity's compliance with Department of Labor regulations at 29 CFR § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) Anti-retaliation. The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance*. The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) Subawards. The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**26.** Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

### 27. Data Availability

a) **Applicability.** The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- 1. The scientific data relied upon;
- 2. The analysis relied upon; and
- 3. The methodology, including models, used to gather and analyze data.

**28.** Additional Federal Requirements Regarding Equipment Purchases. Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval of equipment included within the application. Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.

**29.** Patents and inventions. Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

**30. CFDA Inclusion in Single Audit.** Non-Federal entities receiving financial assistance through the HPF must include the appropriate CFDA number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award will be 15.957.

**31. Notice of Financial Management Review.** As part of federal government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the Subrecipient is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

**32. Unanticipated Discovery Protocols.** Subrecipient and contractors must immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the Division, Subrecipient, or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the Division, the Subrecipient or contractor may perform additional measures to secure the jobsite if the Subrecipient or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

**33.** Other Financial Assistance from the National Park Service. Work approved under this grant shall in no way inhibit or preclude others from applying for federal assistance through other programs overseen or reviewed by NPS, such as the Federal Historic Preservation Tax Incentive for Income Producing Structures. It shall be understood that approvals through this grant funding are not transferable to other NPS or NPS-sponsored programs. Subrecipients should understand that work performed under this grant program may impact other work approvals. Grant funds cannot be claimed as eligible expenses potential tax credits.

**34. Requirement for Training.** At the direction of the NPS or Division, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The Subrecipient will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

**35.** Strengthening Buy-American Preferences for Infrastructure Projects per E.O. 113858. Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Subrecipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

**36.** Funding for Use of Unmanned Aircraft Systems (UAS) (aka Drones). HPF funding for UAS usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a State, Tribal, local, or territorial government, or other non-profit organization, for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

#### 37. Statement of No Overlap

- a) The Grantee certifies that there is no overlap in Federal Funding in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).
- b) If any overlap or duplication does exist, the Grantee will alert the Division immediately and describe the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced.

#### 38. Criminal Penalties and Fraud, Waste, & Abuse

- a) Criminal Penalties. Whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or properties which are the subject of a subgrant, contract or other form of assistance pursuant to this award, or whoever receives, conceals or retains such funds, assets, or property with intent to convert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.
- b) Fraud, Waste, and Abuse. The subgrantee or contractor must report any credible evidence that a principal, employee, agent,

contractor, subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to:

Office of Inspector General U.S. Department of the Interior ATTN: Intake Management Unit 381 Elden Street, Suite 3000 Herndon, VA 20170 Telephone: (800) 424-5081 Fax: (703) 487-5402 (ATTN: HOTLINE OPERATIONS)

**39. Audit Findings and Follow-up.** The Subrecipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Subrecipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Subrecipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Subrecipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

### 40. Reporting of Matters Related to Recipient Integrity and Performances

- General Reporting Requirement. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
    - b. Reached its final disposition during the most recent five year period; and

2. Proceedings You Must Report. Submit the information required about each proceeding that:

#### c. Is one of the following:

i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

iii. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

- iv. Any other criminal, civil, or administrative proceeding if:
  - A. It could have led to an outcome described in paragraph 2.c.(i), (ii), or (iii) of this award term and condition;
  - B. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - C. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures: Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

- 4. Reporting Frequency: During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contracts, grants, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- 5. Definitions. For purposes of this award term and condition:
  - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  - b. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
  - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes
    - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### ORDINANCE NO.

A ORDINANCE OF JEFFERSON COUNTY, FLORIDA, RELATING TO PARKS AND RECREATION; ENACTING RULES AND REGULATIONS FOR THE USE OF COUNTY PARKS AND RECREATION FACILITIES AS PART OF THE CODE OF ORDINANCES OF JEFFERSON COUNTY; PROVIDING FINDINGS; PROVIDING PURPOSE AND INTENT; ADOPTING SEC ___, DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. Findings.

WHEREAS, Section 125.01(1), Florida Statutes, provides that the legislative and governing body of a County shall have the power to carry on County government and that said power includes, but is not restricted to, the enumerated powers set forth in Section 125.01, Florida Statutes, so long as any powers exercised are not inconsistent with general law; and

WHEREAS, Section 125.01(1)(t), Florida Statutes, provides that a County may adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, Sections 125.01(3)(a) and (b), Florida Statutes, recognize that the enumeration of powers in Section 125.01(1), Florida Statutes, incorporates all implied powers necessary and incident to carry out those powers and that Section 125.01, Florida Statutes, shall be liberally construed in order to effectively carry out the purpose of the section and to secure for counties the broad exercise of home rule powers authorized by the State Constitution; and

WHEREAS, the Board of County Commissioners owns and operates a system of parks and recreation facilities that are administered by the County for the use and enjoyment of the public; and

WHEREAS, the Board of County Commissioners has determined that it is in the public interest to assure the proper balance between the use of park facilities and the preservation of such facilities, law, and order; and

WHEREAS, the Board of County Commissioners has determined that rules and regulations governing all parks and recreation facilities owned or controlled by the County are necessary to reduce property damage and closure of facilities due to vandalism; minimize the hazards of personal injury and loss of life; and maintain the quality of outdoor recreation resources; and

WHEREAS, the Board of County Commissioners of Jefferson County has further determined that the park rules and regulations enacted hereunder are necessary to promote and protect the public health, safety, and welfare, and to ensure that use of these parks and recreation facilities and resources is consistent with good community morals and values.

NOW THEREFORE, BE IT ENACTED BY JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

SECTION 2. Purpose and Intent

The purpose of this ordinance is to adopt rules and regulations governing all parks and recreation facilities owned or controlled by the County.

SECTION 3. Adoption of Code of Ordinances Article ____. – Parks and Recreation Use Regulations.

## ARTICLE . - PARKS AND RECREATION USE REGUALTIONS

Sec. xx-xxx. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

<u>County parks or recreation facilities means all real properties owned or controlled by the</u> <u>County, regardless of the extent of development or official designation, which serve as picnic</u> areas, recreation areas, nature areas, exercise facilities, athletic fields and such other areas, <u>buildings or park facilities as are established or designated by the County for the use and</u> <u>enjoyment of the general public.</u>

*Park facilities* means any improvements or structures, either natural or artificial, including, but not limited to, buildings, shelters, benches, tables, playground equipment, walls, fences, fountains, walkways, toilet facilities, and signs located in, upon or around a County Park.

*Park grounds* means the real property upon which parks are located, and any and all trees, shrubbery, flowers, leaves, grasses, plants, fruit, dirt, rocks, water, and bodies of water located above, on or under such property.

Park personnel means all persons employed by the department of parks and recreation.

*Park roads* means all surface areas either paved or unpaved which have been designated as routes for vehicular traffic. All other traffic ways are classified as a form of trail or path.

*Parking areas* means any designated part of any park or road or any area contiguous thereto which has been set apart for the stopping, standing or parking of any vehicle.

*Vehicle* means any device in, upon or by which a person or property is or may be transported on highways, streets or roadways; except that the term "vehicle" shall not include bicycles or electric or battery-powered toy cars.

## Sec. xx-xxx. – Designation of hours of operation.

### **Hours of Operation:**

Unless otherwise specified the Director, the hours of operation for public use shall be from sunrise to sunset, provided however, that if the Director designates other hours of operation a schedule thereof shall be posted in the park. No unauthorized person shall be present on a County park or recreation facility at times other than those set forth herein. The unauthorized presence of any person in in a County park or recreation facility at times other than those set forth herein. The unauthorized public use shall be unlawful and subject to penalties.

### Wacissa River Park

Boats are allowed to launch after dark, however loitering at the head of the River is prohibited at dark.

## Sec. xx-xxx. Designation of areas for particular uses or activities.

Vehicle Use. No vehicle shall be stopped so as to obstruct traffic or parked in unauthorized areas. Vehicles shall be parked only in designated parking spaces. Unless a different speed is posted, maximum speed shall be 5 miles per hour.

Boat ramp & Swimming area. Users of the boat ramp and swimming area shall comply with the following:

a) No person shall block access to the boat ramp or leave canoes and kayaks unattended.b) The Boat Ramp is for loading or unloading of boats only. Boats not being used must be removed immediately.

c) All persons renting kayaks/Canoes are responsible for removing vessels from the water themselves and returning to the Kayak/Canoe Rental. Kayaks/Canoes are not to be left in the beach area or boat ramp. Any kayak or canoe left unattended for more that _10_minutes may be removed and disposed of by the County.

d) Swimming is not allowed in the boat launch areas. All visitors engaging in swimming, sunbathing or gathering activity must be within the designated beach area.

e) It shall be unlawful for any person to interfere with any other person engaging in a use or activity for which such area is designated.

Animals. Anyone with ownership, care, custody or control of an animal within a County park of recreation facility shall comply with the following:

a) Except for verified Service Animals, no person shall permit any domestic animal under his/her ownership, care, custody or control to be in or within 125 feet of public swimming areas in the county. Notwithstanding the above, Service Animals may not enter the water.

c) Dogs may be on County park or recreation facility property only where not prohibited by posted signage or the above rule, and, where allowed, must remain on leashes and under the control of the owner or other responsible person at all times.

i. Dogs at the Wacissa River Park are not allowed at the beach area. Dogs are allowed to go from a vehicle to a boat on a leash.

Commercial activity. Those engaging in commercial activity at any County park or recreation facility shall comply with the following:

Wacissa River Park

a) All commercial activity is prohibited at the Wacissa River Park. Prohibited commercial activity includes, but is not limited to, vendors of kayak/canoe rentals and food/drink sales. Notwithstanding this prohibition, it shall be lawful for a customer renting a kayak/canoe form an offsite vendor to launch from park facilities. At the customer's request, the offsite vendor may assist with launch and retrieval of kayaks/canoes so long as such activity does not violate any other park rule.

County Recreation Parks; not including the Wacissa River Park

a) All commercial activity must first be approved and permitted/scheduled through the Recreation Park Office.

# Sec. xx-xxx. - Prohibited activities.

Except for activities of a governmental agency within the scope of its governmental authority, it shall be unlawful for any person to do any one or more of the following in a park or recreational facility owned or controlled by the County:

(1) Possess any glass bottle, except for a factory sealed container stored within a vehicle.

(2) Engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace.

(3) Operate any audio device that can be heard by a person using normal hearing faculties, at a distance of one hundred (100) feet or more from the source of the sound, except for equipment used by law enforcement and County personnel.

(4) Engage in any activity which is dangerous to the health, safety or welfare of another.

(5) Engage in any activity which is not an activity allowed in such park, park area, or park facility, as such is indicated on a sign properly posted as provided in Sec. 62-145 above.

(6) Fires and fireworks are prohibited.

(7) Stop, stand or park any vehicle as defined in this article in an area not specifically designated for parking.

(8) Operate any vehicle on park grounds in or on any area not specifically designated as park road, except in areas where such vehicle use is allowed or approved, or otherwise operate any vehicle in violation of the laws regulating traffic F.S. Ch. 316.

(9) Discharge or deposit human wastes except in toilet facilities provided by the City, or provided by a private party as part of an approved group activity.

(10) Write on, draw on or otherwise deface, damage, remove or destroy any park property or facility or any other part of the park grounds.

(11) Hunt, trap or pursue wildlife of any kind except as directed by the County Director, or designee.

(12) Discharge a firearm, air rifle, air gun, sling shot, bow and arrow, spear gun, or instrument of any kind that discharges or is capable of discharging a projectile by explosive means unless such instrument or device is required for participation in an activity which is organized or sponsored by the department of parks and recreation. Nothing herein shall be interpreted, applied or enforced in a manner which might constitute the regulation of firearms or ammunition, an area of regulation which is preempted to the State by F.S. §790.33.

(13) Loiter in or near any structure or facility which is designated for exclusive use by members of the opposite sex.

(14) Take into, dump or deposit in any park any trash or refuse of any kind; however, such refuse and trash as is generated during park or recreation area use may be disposed of properly by placing it in designated containers. Where such containers are not available, persons responsible for the refuse or trash shall remove it from the park for proper disposal elsewhere.

(15) Using a park or recreation area for the purpose of benefitting, promoting, or furthering the interests of a criminal gang in violation of § 874.04.

Sec. xx-xxx. - Alcoholic beverages and illicit drugs prohibited in parks and recreational facilities.

(1) It shall be unlawful for any person to manufacture, possess, consume, purchase, sell or offer for sale any alcoholic beverage as defined in F.S. Ch. 561, or controlled substances as defined in F.S. §893.03, in any park or recreation facility which is

(2) It shall be unlawful for any person to enter any park or recreation facility intoxicated on alcohol or a controlled substance in a manner that endangers the safety of another person or property or causes a public disturbance in violation of F.S. §856.011.

Sec. 62-148. – Enforcement.

(1) Ejectment. Law enforcement personnel and/or County park personnel shall have the authority to eject from the park any person acting in violation of this article.

(2) Seizure of property. Law enforcement personnel, Code Enforcement and/or County park personnel shall have the authority to seize and confiscate any property, thing or device in the park used in violation of this article.

Sec. xx-xxx. - Penalty.

(1) Misdemeanor offense. Any person violating the provisions of this article is guilty of an offense and shall be punished by a fine not exceeding five hundred dollars (\$500.00) or imprisonment for a period not exceeding sixty (60) days or by both such fine and imprisonment. Each day a violation of this article continues is a separate offense. F.S. 125.69

(2) Civil Infraction.

(1) Alternatively, a civil citation issued pursuant to Code of Ordinances Chapter 21 may be issued to any person violating the provisions of this article. In such circumstances, the violation shall be deemed a civil infraction.

(2) Any person to whom a citation is issued shall pay the fine by the designated date or appear in county court at the time, date, and location designated in the citation. Any person requesting a hearing in county court waives the right to pay the minimum civil penalties. Penalties shall be in addition to court costs established by statute.

(3) Minimum civil penalties for a violation not otherwise listed are as follows:

(ii) First offense: \$50.00

(iii) Second offense:	 \$100.00

(iv) Third and subsequent offenses: \$200.00

SECTION 4. Severability

If any portion of this Ordinance is deemed by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then the remaining provisions and portions shall remain in full force and effect.

SECTION 5. Copy on File

A certified copy of this Ordinance shall be filed with the County Clerk of Jefferson County.

SECTION 6. Effective Date.

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

PASSED AND DULY ADOPTED by a majority vote of the Board of County Commissioners of Jefferson County this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Gene Hall, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM:

Scott Shirley, County Land Use Attorney