



# Jefferson County Board of County Commissioners

Thursday, November 3, 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**
3. **CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS**

(3 Minute Limit Please)

### 4. **CONSENT AGENDA**

#### a. **Retro Active Vouchers**

##### **Attachments:**

- **Retro Vouchers** (Retro\_Vouchers\_List.pdf)

#### b. **Vouchers**

##### **Attachments:**

- **Commissioner Report** (Comm\_Report\_11-3-22.pdf)
- **List of Accounts** (List\_of\_Accounts.pdf)
- **List of Vouchers** (List\_of\_Vouchers\_11-3-22.pdf)

### 5. **DISCUSSION & APPROVAL-REQUEST TO ADVERTISE FUTURE MEETING TOPIC**

#### a. **Emergency Management Ordinance**

To Be Heard 12/01/2022

##### **Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Emergency\_Mgmt\_Ordinance.doc)
- **Proposed Ordinance** (Draft\_Emergency\_Mgmt\_Ordinance\_v3.docx)

### 6. **GENERAL BUSINESS**

- a. **Evergreen Presentation-Kelly Tucker**
- b. **FAC Selection Process Update-Vince Long**
- c. **Final Forensic Audit Report**
- d. **Public Records Policy Resolution**

##### **Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Public\_Records\_Policy.doc)
- **Resolution** (Public\_Records\_Policy\_10.26.22\_FINAL.docx)

#### e. **AE Engineering Road Bond Work Agreement**

**Attachments:**

- **Phase 1 Agreement** (Road\_Bond\_Authorization.pdf)

**f. CivicPlus (aka Municode) Agreement to Recodify Code****Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_CivicPlus.doc)
- **Quote** (FL\_-\_Jefferson\_County\_-\_Repub\_-\_SOW\_-\_10272022.pdf)
- **Agreement** (CP\_MSA\_2022\_Download.pdf)

**g. Public Hearing-Code Enforcement Ordinance****Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Code\_Enforcement\_Ordinance\_PH.11-3-22.doc )
- **Ordinance** (Code\_Enforcement\_Ord\_v2.\_9.22.22.docx)

**h. Public Hearing-Mandatory Connection Ordinance****Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Mandatory\_Connection\_PH.11-3-22.doc)
- **Ordinance** (MandatoryConnection\_ord.\_10-26-22.docx)

**i. Public Hearing-Purchasing Policy Ordinance****Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Purchasing\_Ordinance\_PH.11-3-22.doc)
- **Ordinance** (Procurement\_Policy\_Ordinance\_draft2.10-25-22.docx)

**j. Public Hearing-Real Property Ordinance****Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Real\_Property\_Ordinance\_PH.11-3-22.doc)
- **Ordinance** (Real\_Property\_Ordinance\_DRAFT.10-5-22.docx)

**k. Government Farm Rd Resurfacing Project****Attachments:**

- **Draft Agreement** (G2C79\_Draft\_Agreement\_with\_Exhibits.pdf)

**7. CLERK OF COURTS****8. COUNTY ENGINEER****9. COUNTY ATTORNEY****10. COUNTY MANAGER****11. COUNTY COMMISSIONERS****12. ADJOURN**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such

board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

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

### **SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?**

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

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

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

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

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

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

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

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

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

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



# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 25, 2022

To: Honorable Chairman and Members of the Board

From: Previous Oct. 20th Agenda

Subject: Voucher Discrepancy

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### **Statement of Issue:**

These vouchers are from the 10/20/2022 Agenda. The list which was included in the Agenda Packet at that time was different from the checks which were printed.

### **Attachments:**

The attached Voucher List notes the checks which were not approved at the last meeting and are seeking approval. These checks are noted in yellow. Also, noted in pink are payments which did not have checks attached.

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND		
Advanced Business System	10/20/2022	-	406120	10/04/2022	VR 01102022-100	C#CT3321-01 JCEO	923.42	.00
Advanced Business System	10/20/2022	-	408537	09/26/2022	VR 01102022-018	C#CT254801 PLANNING DEPT	59.25	.00
Advanced Business System	10/20/2022	-	408594	09/27/2022	VR 01102022-092	C#CT3330-01 COURTHOUSE	254.21	.00
Advanced Business System	10/20/2022	-	409120	10/04/2022	VR 01102022-040	C#CT332101 JCEO MACHINE	923.42	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS							2160.30	.00
Amazon Business	10/20/2022	-	HCM743L9	09/25/2022	VR 01102022-045	FALL PROGRAMS	327.62	.00
Amazon Business	10/20/2022	-	LDRXN4CN	09/24/2022	VR 01102022-046	BOOK CLUB BOOKS	299.70	.00
Amazon Business	10/20/2022	-	11W1YLG6	09/25/2022	VR 01102022-047	TABLETOP CHARGERS	113.93	.00
Amazon Business	10/20/2022	-	6N66FGYG	09/16/2022	VR 01102022-044	TOILET PAPER	44.10	.00
CHECK TO VENDOR==>VENDOR AMAZONBU Amazon Business TOTALS							785.35	.00
Animal Medical Clinic*	10/20/2022	-	349210	09/27/2022	VR 01102022-104	AUCILLA SHORES PUPS VAX	102.00	.00
CHECK TO VENDOR==>VENDOR ANIMALCL Animal Medical Clinic* TOTALS							102.00	.00
Apalachee Regional	10/20/2022	-	23-06	09/23/2022	VR 01102022-198	FY22/23 COUNTY DUES	1600.00	.00
CHECK TO VENDOR==>VENDOR APALACHE Apalachee Regional TOTALS							1600.00	.00
Apalachee Center	10/20/2022	-	09302022	10/07/2022	VR 01102022-095	9/22 BAKER ACT/CRISIS UNT	2439.55	.00
Apalachee Center	10/20/2022	-	09302022	10/07/2022	VR 01102022-096	9/22 MARCHMAN/DETOX UNIT	827.12	.00
CHECK TO VENDOR==>VENDOR APAMENHE Apalachee Center TOTALS							3266.67	.00
Archbold Employee Assist	10/20/2022	-	3626	09/30/2022	VR 01102022-238	YEARLY EAP SERVICES	3300.00	.00
CHECK TO VENDOR==>VENDOR ARCHEMPL Archbold Employee Assist TOTALS							3300.00	.00
ARTEZIA WATER	10/20/2022	-	0561911	09/22/2022	VR 01102022-103	A#302577 MONTHLY WATER SV	35.25	.00
CHECK TO VENDOR==>VENDOR ARTEZIA ARTEZIA WATER TOTALS							35.25	.00
B&B Porta-Toilets, Inc	10/20/2022	-	293783	09/28/2022	VR 01102022-036	HALL PK PORTALET RENTAL	95.00	.00
CHECK TO VENDOR==>VENDOR B&BPORTA B&B Porta-Toilets, Inc TOTALS							95.00	.00
BancorpSouth	10/20/2022	-	721085	10/03/2022	VR 22102022-171	C#0070780-004 DURAPACK HP	3499.91	.00
CHECK TO VENDOR==>VENDOR BANCORPS BancorpSouth TOTALS							3499.91	.00
Brianne Beck	10/20/2022	-	HIPRDMBB	10/12/2022	VR 14102022-223	11/28 HOM INV PER DIEM	245.00	.00

REPORT DATE 10/20/2022  
SYSTEM DATE 10/20/2022  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
OF VOUCHERS TO BE PAID CASH CODE ORDER

PAGE 2  
TIME 13:15:51  
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR BECKB Brianne Beck							TOTALS 245.00	.00
Big Bend Tire	10/20/2022	-	5032077	09/12/2022	VR 22102022-021	TIRE REPAIR FL-2	65.00	.00
Big Bend Tire	10/20/2022	-	505565	10/10/2022	VR 28102022-211	3-1 ALIGNMENT	99.00	.00
ALSO CK FOR \$25.00 -> CK TOTAL: 189.00								
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire							TOTALS 164.00	.00
Big Bend-Eubanks Termite	10/20/2022	-	246801	09/08/2022	VR 01102022-001	LLOYD WOMANS CLUB A#12663	35.00	.00
Big Bend-Eubanks Termite	10/20/2022	-	247540	10/05/2022	VR 01102022-236	A#13572 JCRC 2 RODENT BOX	40.00	.00
Big Bend-Eubanks Termite	10/20/2022	-	247543	10/05/2022	VR 01102022-235	A#8522 MONTHLY PEST CNTRL	450.00	.00
CHECK TO VENDOR==>VENDOR BIGBTERM Big Bend-Eubanks Termite							TOTALS 525.00	.00
Lance Blomeley	10/20/2022	-	100622SS	10/10/2022	VR 28102022-172	TRANSFER SS TO BROOKS	320.00	.00
CHECK TO VENDOR==>VENDOR BLOMELEY Lance Blomeley							TOTALS 320.00	.00
Capital Asphalt	10/20/2022	-	1	09/29/2022	VR 01102022-124	SPEED HUMP INSTALL X5	24000.00	.00
CHECK TO VENDOR==>VENDOR CAPITALA Capital Asphalt							TOTALS 24000.00	.00
Capital City Pest	10/20/2022	-	9795	10/03/2022	VR 19102022-215	WVFD PEST CONTROL A#1502	65.00	.00
CHECK TO VENDOR==>VENDOR CAPPEST Capital City Pest							TOTALS 65.00	.00
<del>Gale/Cengage Learning</del>	<del>10/20/2022</del>	<del>-</del>	<del>05082022</del>	<del>09/22/2022</del>	<del>VR 01102022-049</del>	<del>A#213809 MAY-AUG 22 LP BK</del>	<del>725.41</del>	<del>.00</del>
CHECK TO VENDOR==>VENDOR CENGAGE Gale/Cengage Learning							TOTALS 725.41	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-158	A#312042207	524.46	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-159	A#312042207 PLANNING	83.15	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-160	A#312042207 BUILDING	83.16	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-161	A#312042207 COURTHOUSE	235.64	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-162	A#312042207 LIBRARY	331.11	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-163	A#312042207	251.45	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 01102022-165	A#312042207 SAO	124.91	.00
CenturyLink	10/20/2022	-	0922JCOF	09/16/2022	VR 22102022-164	A#312042207 SOLID WASTE	64.01	.00
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS 1697.89	.00
Chamber of Commerce	10/20/2022	-	FY23Q1AD	10/03/2022	VR 29102022-234	FY23Q1 ADENDUM TDC/COC CT	250.00	.00
CHECK TO VENDOR==>VENDOR CHAMBER Chamber of Commerce							TOTALS 250.00	.00
City of Monticello	10/20/2022	-	WTRTAPED	09/28/2022	VR 01102022-202	INDUSTRIAL PARK TAP FEES	3182.00	.00
City of Monticello	10/20/2022	-	08220009	09/21/2022	VR 01102022-148	A#00010009 1 CHOURTHOUSE	328.60	.00
City of Monticello	10/20/2022	-	08220125	09/21/2022	VR 01102022-153	A#00050125 1475 S JEFFERS	8.11	.00
City of Monticello	10/20/2022	-	08220133	09/21/2022	VR 19102022-154	A#00050133 57 MARTIN	45.56	.00
City of Monticello	10/20/2022	-	08220133	09/21/2022	VR 28102022-155	A#00050133 57 MARTIN	45.56	.00



VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
City of Monticello	10/20/2022	-	08220135	09/21/2022	VR 19102022-157	A#00050135 57 MARTIN FLUS	4.89	.00	
City of Monticello	10/20/2022	-	08220135	09/21/2022	VR 28102022-156	A#00050135 57 MARTIN FLUS	4.89	.00	
City of Monticello	10/20/2022	-	08220150	09/21/2022	VR 01102022-150	A#00010150 COURTHOUSE ANX	29.42	.00	
City of Monticello	10/20/2022	-	08220166	09/21/2022	VR 01102022-147	A#00010166 375 S WATER	168.60	.00	
City of Monticello	10/20/2022	-	08220204	09/21/2022	VR 22102022-109	A#00050204 SW MAIN YARD	-18.15	.00	
City of Monticello	10/20/2022	-	08220206	09/21/2022	VR 22102022-110	A#00050206 SW MAIN OFFICE	1.39	.00	
City of Monticello	10/20/2022	-	08220215	09/21/2022	VR 01102022-146	A#00010215 1175 W WASH	72.24	.00	
City of Monticello	10/20/2022	-	08220392	09/21/2022	VR 01102022-151	A#00010392 380 W DOGWOOD	44.58	.00	
City of Monticello	10/20/2022	-	08220409	09/21/2022	VR 01102022-152	A#00010409 1490 W WASH	125.78	.00	
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	4043.47	.00
Clock Service Company	10/20/2022	-	2022MNTC	10/06/2022	VR 01102022-169	COURTHOUSE TWR CLOCK MAIN	450.00	.00	
CHECK TO VENDOR==>VENDOR CLOCKSER Clock Service Company							TOTALS	450.00	.00
COMCAST	10/20/2022	-	10226860	09/13/2022	VR 19102022-205	A#8535102080006860 INTRNT	144.82	.00	
COMCAST	10/20/2022	-	10226860	09/13/2022	VR 28102022-206	A#8535102080006860 INTRNT	144.83	.00	
CHECK TO VENDOR==>VENDOR COMCAST COMCAST							TOTALS	289.65	.00
Computer Info & Planning	10/20/2022	-	5170	08/29/2022	VR 01102022-170	FY22/23 STAC/BOMS MAINT	3504.45	.00	
CHECK TO VENDOR==>VENDOR COMPINFO Computer Info & Planning							TOTALS	3504.45	.00
Conrad Yelvington Distri	10/20/2022	-	1806886	09/26/2022	VR 11102022-010	HAYFIELD SPUR LIMESTONE	1411.11	.00	
Conrad Yelvington Distri	10/20/2022	-	1807266	09/27/2022	VR 11102022-011	HAYFIELD SPUR LIMESTONE	4507.58	.00	
Conrad Yelvington Distri	10/20/2022	-	1807397	09/28/2022	VR 11102022-012	HAYFIELD SPUR LIMESTONE	3394.43	.00	
Conrad Yelvington Distri	10/20/2022	-	1807495	09/29/2022	VR 11102022-013	HAYFIELD SPUR LIMESTONE	2957.45	.00	
Conrad Yelvington Distri	10/20/2022	-	1807767	10/03/2022	VR 11102022-014	HAYFIELD SPUR LIMESTONE	2421.14	.00	
Conrad Yelvington Distri	10/20/2022	-	1808020	10/04/2022	VR 11102022-016	HAYFIELD SPUR LIMESTONE	3570.63	.00	
Conrad Yelvington Distri	10/20/2022	-	1808509	10/05/2022	VR 11102022-019	HAYFIELD SPUR LIMESTONE	4398.57	.00	
Conrad Yelvington Distri	10/20/2022	-	1809141	10/06/2022	VR 11102022-020	LAFITTE LIMESTONE ROADBAS	3100.25	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	25761.16	.00
Crystal Clear Auto Glass	10/20/2022	-	7621	10/18/2022	VR 28102022-243	REPLACE WINDSHIELD 3-6	600.00	.00	
CHECK TO VENDOR==>VENDOR CRYSTCLE Crystal Clear Auto Glass							TOTALS	600.00	.00
CurtisMorganGarageInc	10/20/2022	-	17156	09/22/2022	VR 19102022-166	SQUAD 1 REPAIR LABOR	1018.50	.00	



VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CurtisMorganGarageInc	10/20/2022	-	17156	09/22/2022	VR 19102022-167	SQUAD 1 REPAIR PARTS	2447.12	.00
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc TOTALS							3465.62	.00
State of Florida-DMS	10/20/2022	-	2P1796	09/16/2022	VR 01102022-041	SUNCOM PHONE	141.30	.00
State of Florida-DMS	10/20/2022	-	2P1797	09/16/2022	VR 01102022-042	SUNCOM LONG DISTANCE SAO	1.43	.00
State of Florida-DMS	10/20/2022	-	2P5214CR	09/16/2022	VR 01102022-054	A#AN2-2246 SUNCOM SIMS CR-	378.85	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-060	SUNCOM COURTHOUSE	340.02	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-061	SUNCOM ADMIN BLDGS	137.55	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-062	SUNCOM EXTENSION OFFICE	111.89	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-063	SUNCOM LIBRARY	110.04	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-064	SUNCOM COUNTY COURT	62.68	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-065	SUNCOM PLANNING DEPT	41.26	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-066	SUNCOM BUILDING DEPT	41.27	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-067	SUNCOM REC PARK	55.02	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-068	SUNCOM CIRCUIT COURT	58.98	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-069	SUNCOM ADMIN BLDGS	27.51	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-070	SUNCOM COORDINATOR	27.51	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-071	SUNCOM ADMIN BLDGS	55.02	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-072	SUNCOM COURTHOUSE	110.04	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-073	SUNCOM ADMIN BLDGS	55.02	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-074	SUNCOM INDUSTRIAL DEVELOP	27.51	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 01102022-075	SUNCOM MOSQUITO CONTROL	26.76	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 19102022-057	SUNCOM FIRE & RESCUE	13.76	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 19102022-058	SUNCOM FIRE & RESCUE	56.87	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 22102022-059	SUNCOM SOLID WASTER	82.53	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 28102022-055	SUNCOM EMS	13.75	.00
State of Florida-DMS	10/20/2022	-	2P5215	09/16/2022	VR 28102022-056	SUNCOM EMS	82.53	.00
State of Florida-DMS	10/20/2022	-	2P5216	09/16/2022	VR 01102022-078	A#AN210363/2179/7264/3607	20.36	.00
State of Florida-DMS	10/20/2022	-	2P5217	09/16/2022	VR 01102022-079	A#AN2-14844	37.25	.00
State of Florida-DMS	10/20/2022	-	2P5218	09/16/2022	VR 01102022-077	A#AN2-10457	15.32	.00
State of Florida-DMS	10/20/2022	-	2P5219	09/16/2022	VR 01102022-080	A#AN2-1550	39.53	.00
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida-DMS TOTALS							1413.86	.00
Digital Assurance Certif	10/20/2022	-	60570	10/01/2022	VR 01102022-219	ANNUAL FEE	2500.00	.00
CHECK TO VENDOR==>VENDOR DIGITALA Digital Assurance Certifi TOTALS							2500.00	.00
Duke Energy	10/20/2022	-	0822EOA1	09/20/2022	VR 01102022-140	A#930000007581/1187	27.21	.00
Duke Energy	10/20/2022	-	0822EOA2	09/20/2022	VR 01102022-141	A#930000007581/6708	27.21	.00
Duke Energy	10/20/2022	-	0822FANX	09/20/2022	VR 19102022-138	A#930000007581/6826 FRANX	27.20	.00
Duke Energy	10/20/2022	-	0822LBRY	09/14/2022	VR 01102022-048	A#910085449397 LIBRARY	4561.39	.00
Duke Energy	10/20/2022	-	0822RPAX	09/20/2022	VR 01102022-139	A#930000007581/9710 REC	27.21	.00
Duke Energy	10/20/2022	-	0822SWBR	09/23/2022	VR 22102022-026	A#910089480730 BASSETT DA	43.22	.00
Duke Energy	10/20/2022	-	0822SWLT	09/23/2022	VR 22102022-028	A#910089614992 LAMONT	29.49	.00
Duke Energy	10/20/2022	-	0822SWMY	09/23/2022	VR 22102022-022	A#910089466394 MAIN YARD	65.44	.00
Duke Energy	10/20/2022	-	0822SWNM	09/23/2022	VR 22102022-025	A#910089472144 NEW MONTIC	81.04	.00
Duke Energy	10/20/2022	-	0822SWNR	09/23/2022	VR 22102022-027	A#910089572056 NASH RD	91.17	.00



VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Duke Energy	10/20/2022	-	0822SWTN	09/23/2022	VR 22102022-029	A#910089661171 TYSON	30.42	.00
Duke Energy	10/20/2022	-	0822SWWH	09/23/2022	VR 22102022-023	A#910089466493 RECYCL WH	154.92	.00
Duke Energy	10/20/2022	-	0822SWY2	09/23/2022	VR 22102022-024	A#910089467139 MAIN YARD	32.53	.00
Duke Energy	10/20/2022	-	0922ARTS	10/06/2022	VR 01102022-143	A#910085448974 575 W WASH	433.54	.00
Duke Energy	10/20/2022	-	0922EMSL	10/06/2022	VR 28102022-145	A#910085423462 19 MARCIE	10.15	.00
Duke Energy	10/20/2022	-	0922EXT	09/26/2022	VR 01102022-127	A#930000014564 JCEO	807.79	.00
Duke Energy	10/20/2022	-	0922FRSL	10/06/2022	VR 19102022-144	A#910085423462 19 MARCIE	10.15	.00
Duke Energy	10/20/2022	-	0922HSHS	09/23/2022	VR 01102022-136	A#910085448693 9943 S SAL	59.28	.00
Duke Energy	10/20/2022	-	0922JCCM	10/06/2022	VR 01102022-142	A#910085448106 420 W WASH	34.34	.00
Duke Energy	10/20/2022	-	0922LIFT	09/23/2022	VR 01102022-137	A#910085449644 487 INDUST	61.23	.00
Duke Energy	10/20/2022	-	0922WSR	09/30/2022	VR 01102022-135	A#910085450043 551 WACISS	52.94	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS							6667.87	.00
ECB PUBLISHING INC	10/20/2022	-	24478	09/07/2022	VR 29102022-105	LEGAL NOTICE OF MEETING	20.00	.00
ECB PUBLISHING INC	10/20/2022	-	24539	09/09/2022	VR 29102022-106	LEGAL NOTICE OF MEETING	20.00	.00
ECB PUBLISHING INC	10/20/2022	-	24680	09/23/2022	VR 01102022-200	LEGAL NOTICE OF INTENT	336.12	.00
ECB PUBLISHING INC	10/20/2022	-	24713	09/28/2022	VR 29102022-107	LEGAL NOTICE OF MEETING	20.00	.00
ECB PUBLISHING INC	10/20/2022	-	24716	09/28/2022	VR 01102022-203	10/13 PC MEETING	66.48	.00
ECB PUBLISHING INC	10/20/2022	-	24742	09/30/2022	VR 29102022-108	LEGAL NOTICE OF MEETING	20.00	.00
ECB PUBLISHING INC	10/20/2022	-	24794	10/05/2022	VR 01102022-199	PUBLIC HEARING	117.48	.00
CHECK TO VENDOR==>VENDOR ECBPUB ECB PUBLISHING INC TOTALS							600.08	.00
Elevator Telephone Svc.	10/20/2022	-	93386	10/01/2022	VR 01102022-177	QUARTERLY SERVICE FY23 Q1	101.77	.00
CHECK TO VENDOR==>VENDOR ELEVTELE Elevator Telephone Svc. TOTALS							101.77	.00
ELI ROBERTS & SONS	10/20/2022	-	409510	09/29/2022	VR 22102022-030	DIESEL FOR BOBCAT	176.74	.00
CHECK TO VENDOR==>VENDOR ELIROB ELI ROBERTS & SONS TOTALS							176.74	.00
EMS Management & Consult	10/20/2022	-	047672	09/30/2022	VR 28102022-039	SEPT 22 BILLING/COLLECTN	4979.52	.00
CHECK TO VENDOR==>VENDOR EMSMC EMS Management & Consult TOTALS							4979.52	.00
Florida Assoc.of Countie	10/20/2022	-	FY23DUES	09/13/2022	VR 01102022-197	FY22/23 YEARLY DUES	2311.00	.00
CHECK TO VENDOR==>VENDOR FAC Florida Assoc.of Counties TOTALS							2311.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-183	11/22 CLEANING SOE	250.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-184	11/22 CLEANING SAO	645.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-185	11/22 CLEANING PDO	393.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-186	11/22 CLEANING COURTHOUSE	1195.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-187	11/22 CLEANING PROP APPR	913.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-188	11/22 CLEANING TAX COLLECT	752.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-189	11/22 CLEANING PROBATION	93.33	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-190	11/22 CLEANING CRTHS ANN	563.30	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-191	11/22 CLEANING PUB RESTRM	193.50	.00

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Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-192	11/22 CLEANING HEALTH DPT	1725.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-193	11/22 CLEANING PLANNING	200.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-194	11/22 CLEANING BUILDING	200.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-195	11/22 CLEANING LIBRARY	1300.00	.00
Ricardo Fadell	10/20/2022	-	221101JB	10/13/2022	VR 01102022-196	11/22 CLEANING ANNEX DOORS	125.00	.00
CHECK TO VENDOR==>VENDOR FADELLRI Ricardo Fadell							TOTALS	8548.13 .00
FL Assoc Code Enforcemen	10/20/2022	-	FY23DUES	09/09/2022	VR 01102022-208	A#25316 FY23 MBR DUES	75.00	.00
CHECK TO VENDOR==>VENDOR FLACODEE FL Assoc Code Enforcement							TOTALS	75.00 .00
Florida League of Cities	10/20/2022	-	16330	08/09/2022	VR 01102022-180	FLC ACTUARIAL SERVICES	6000.00	.00
CHECK TO VENDOR==>VENDOR FLALEAGU Florida League of Cities							TOTALS	6000.00 .00
Fred Fox Enterprises, In	10/20/2022	-	H13-7	10/30/2022	VR 01102022-038	8-9/22 CDBG GRANT FEE	7500.00	.00
CHECK TO VENDOR==>VENDOR FREDFOX Fred Fox Enterprises, Inc							TOTALS	7500.00 .00
GCLMONTICELLO	10/20/2022	-	111651	02/23/2022	VR 18102022-002	WINDOW	18.98	.00
GCLMONTICELLO	10/20/2022	-	111698	02/23/2022	VR 18102022-003	SUPPLIES	67.96	.00
GCLMONTICELLO	10/20/2022	-	111699	02/23/2022	VR 18102022-004	SUPPLIES	92.00	.00
GCLMONTICELLO	10/20/2022	-	111910	02/28/2022	VR 18102022-005	TRIM	957.22	.00
GCLMONTICELLO	10/20/2022	-	111923	02/28/2022	VR 18102022-006	SUPPLIES	79.66	.00
GCLMONTICELLO	10/20/2022	-	111934	02/28/2022	VR 18102022-007	SUPPLIES RETURN	-233.04	.00
GCLMONTICELLO	10/20/2022	-	112168	03/03/2022	VR 18102022-008	SUPPLIES RETURN	-478.61	.00
GCLMONTICELLO	10/20/2022	-	113775	03/31/2022	VR 18102022-009	CONCESSION	26.98	.00
GCLMONTICELLO	10/20/2022	-	113945	04/04/2022	VR 18102022-010	SUPPLIES	204.40	.00
GCLMONTICELLO	10/20/2022	-	113983	04/05/2022	VR 18102022-011	SUPPLIES	105.27	.00
GCLMONTICELLO	10/20/2022	-	114021	04/05/2022	VR 18102022-012	SUPPLIES	151.97	.00
GCLMONTICELLO	10/20/2022	-	117720	06/07/2022	VR 18102022-013	NEW BUILDING	13.98	.00
GCLMONTICELLO	10/20/2022	-	124603	10/04/2022	VR 19102022-230	SHORE LINE PLUG	3.50	.00
GCLMONTICELLO	10/20/2022	-	124891	10/07/2022	VR 19102022-212	SHOVEL	25.99	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO							TOTALS	1036.26 .00
Howdys Rent A Toilet	10/20/2022	-	670869	09/23/2022	VR 01102022-102	WACISSA RV PORTALET RENTL	233.00	.00
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet							TOTALS	233.00 .00
Ingram Equipment Company	10/20/2022	-	0052381	09/28/2022	VR 22102022-111	HYDROLIC TUBING X6 FL-2	581.27	.00
CHECK TO VENDOR==>VENDOR INGEQUIP Ingram Equipment Company							TOTALS	581.27 .00
Ingram Library Services	10/20/2022	-	71694556	09/22/2022	VR 01102022-050	BOOKS	213.59	.00
Ingram Library Services	10/20/2022	-	71733805	09/25/2022	VR 01102022-051	BOOKS	16.41	.00

ALSO CK FOR \$50.67 -> TOTAL 1086.93



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Ingram Library Services	10/20/2022	-	71733806	09/25/2022	VR 01102022-052	BOOKS		
							4258.03	.00
Ingram Library Services	10/20/2022	-	71733807	09/25/2022	VR 01102022-053	BOOKS	11.39	.00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOTALS							4499.42	.00
Inst.of Police Tech Mgmnt	10/20/2022	-	HIFEEBB	10/12/2022	VR 14102022-225	11/28 HOM INV FEE BECK	795.00	.00
Inst.of Police Tech Mgmnt	10/20/2022	-	HIFECS	10/12/2022	VR 14102022-222	11/28 HOM INV FEE SEXTON	795.00	.00
CHECK TO VENDOR==>VENDOR IPTM Inst.of Police Tech Mgmnt TOTALS							1590.00	.00
Jeff.Co. Clerk of Courts	10/20/2022	-	FY23-2	10/15/2022	VR 01102022-181	11/22 BUDGET REQ#2		
							36000.00	.00
CHECK TO VENDOR==>VENDOR JEFCLERK Jeff.Co. Clerk of Courts TOTALS							36000.00	.00
Jefferson Community Water	10/20/2022	-	09220500	09/28/2022	VR 22102022-031	A#0320500 WACISSA	39.07	.00
Jefferson Community Water	10/20/2022	-	09221200	09/28/2022	VR 19102022-129	A#0403700 WVFD	39.07	.00
Jefferson Community Water	10/20/2022	-	09221800	09/28/2022	VR 01102022-123	A#0201800 HALL PARK	85.50	.00
Jefferson Community Water	10/20/2022	-	09222000	09/28/2022	VR 01102022-094	A#0212000 SOE	38.50	.00
Jefferson Community Water	10/20/2022	-	09223700	09/28/2022	VR 19102022-128	A#0311200 LVFD	39.07	.00
Jefferson Community Water	10/20/2022	-	09224100	09/28/2022	VR 22102022-033	A#04124100 NASH RD	39.07	.00
Jefferson Community Water	10/20/2022	-	09225600	09/28/2022	VR 22102022-032	A#0415600 LLOYD	38.79	.00
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS							319.07	.00
Jeff Cnty Sheriff's Offi	10/20/2022	-	FY23Q2	10/01/2022	VR 14102022-182	FDLE SLRY ASST OCT-DEC 22		
							65250.00	.00
Jeff Cnty Sheriff's Offi	10/20/2022	-	HIHTVSRM	10/12/2022	VR 1410202A-221	11/28 HOM INV HOTEL REIMB	654.50	.00
Jeff Cnty Sheriff's Offi	10/20/2022	-	HIHTVSRM	10/12/2022	VR 1410202A-224	11/28 HOM INV HOTEL REIMB	654.50	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS							66559.00	.00
Jones Welding & Industri	10/20/2022	-	00637991	09/30/2022	VR 28102022-131	CYLINDER RENTAL	531.45	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS							531.45	.00
Joe Kacur	10/20/2022	-	100622SS	10/10/2022	VR 28102022-173	TRANSFER SS TO BROOKS	320.00	.00
CHECK TO VENDOR==>VENDOR KACURJOE Joe Kacur TOTALS							320.00	.00
Keaton Tire Repair	10/20/2022	-	116410	09/29/2022	VR 22102022-113	1 TIRE REPLACED FL-1	250.00	.00
Keaton Tire Repair	10/20/2022	-	86213	09/27/2022	VR 22102022-112	2 TIRES REPLACED G-2/R-1	250.00	.00
CHECK TO VENDOR==>VENDOR KEATONTI Keaton Tire Repair TOTALS							500.00	.00
Ketchum, Wood & Burgert	10/20/2022	-	94211	09/21/2022	VR 01102022-101	9/22 MORGUE USE/AUTOPSY		
							8290.00	.00
CHECK TO VENDOR==>VENDOR KETCHUM Ketchum, Wood & Burgert TOTALS							8290.00	.00



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ktcreative, LLC	10/20/2022	-	3788	09/21/2022	VR 29102022-231	WEB DESIGN & 6M GOOGLE AD	4200.00	.00
CHECK TO VENDOR==>VENDOR KTCREATI ktcreative, LLC							TOTALS 4200.00	.00
Langton Associates, Inc.	10/20/2022	-	31	09/27/2022	VR 01102022-125	9/22 GRANT WRITING SERVC	3000.00	.00
CHECK TO VENDOR==>VENDOR LANGTON Langton Associates, Inc.							TOTALS 3000.00	.00
Lexipol	10/20/2022	-	RA109396	09/01/2022	VR 19102022-210	ONLINE TRN ANNUAL RENEWAL	1092.00	.00
Lexipol	10/20/2022	-	RA109396	09/01/2022	VR 28102022-209	ONLINE TRN ANNUAL RENEWAL	1092.00	.00
CHECK TO VENDOR==>VENDOR LEXIPOL Lexipol							TOTALS 2184.00	.00
CenturyLink	10/20/2022	-	01572556	09/16/2022	VR 01102022-149	A#91296824	452.87	.00
CenturyLink	10/20/2022	-	91487806	09/16/2022	VR 01102022-043	A#601577781 SAO INTERNET	431.70	.00
CHECK TO VENDOR==>VENDOR LUMEN CenturyLink							TOTALS 884.57	.00
MunicipalEmergencyServic	10/20/2022	-	I1769039	09/27/2022	VR 19102022-130	SCBA REPAIR	422.78	.00
CHECK TO VENDOR==>VENDOR MES MunicipalEmergencyService							TOTALS 422.78	.00
Monticello Carquest Inc.	10/20/2022	-	406419	10/05/2022	VR 28102022-217	DEF	237.18	.00
Monticello Carquest Inc.	10/20/2022	-	406862	10/10/2022	VR 19102022-216	PREMIX FUEL	80.91	.00
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS 318.09	.00
Mowrey Elevator Co. of F	10/20/2022	-	813392	10/01/2022	VR 01102022-176	MONTHLY SERVICE	197.46	.00
CHECK TO VENDOR==>VENDOR MOWREYEL Mowrey Elevator Co. of FL							TOTALS 197.46	.00
Nabors Giblin & Nickerso	10/20/2022	-	09302022	09/30/2022	VR 01102022-014	MONTHLY SERVICES	11671.07	.00
Nabors Giblin & Nickerso	10/20/2022	-	09302022	09/30/2022	VR 01102022-015	PURCHASING POLICY REVIS	2276.00	.00
Nabors Giblin & Nickerso	10/20/2022	-	09302022	09/30/2022	VR 01102022-016	NOV-NEW ZION LIVING WORD	383.82	.00
Nabors Giblin & Nickerso	10/20/2022	-	09302022	09/30/2022	VR 01102022-017	SURPLUS PROPERTY SALES	2622.00	.00
CHECK TO VENDOR==>VENDOR NABORSGI Nabors Giblin & Nickerson							TOTALS 16952.89	.00
NATURAL RESOURCE	10/20/2022	-	10152187	09/27/2022	VR 01102022-204	TREE ASSESSMENT	250.00	.00
CHECK TO VENDOR==>VENDOR NATURALR NATURAL RESOURCE							TOTALS 250.00	.00
NEW LINE PARKING LOT	10/20/2022	-	092322	10/03/2022	VR 01102022-201	RE-STRIPING PARKING LOT	400.00	.00

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CHECK TO VENDOR==>VENDOR NEWLINE NEW LINE PARKING LOT TOTALS							400.00	.00
O'Reilly Automotive, Inc	10/20/2022	-	75136655	10/05/2022	VR 28102022-214	MULTI RELAY 3-2	13.82	.00
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc. TOTALS							13.82	.00
Petersen Industries, Inc	10/20/2022	-	179886	09/01/2022	VR 22102022-114	HYDRAULIC CROWN ROD SEAL	107.32	.00
Petersen Industries, Inc	10/20/2022	-	180201	09/19/2022	VR 22102022-115	BUCKET MANIFOLD R-10 CRDT	-91.42	.00
CHECK TO VENDOR==>VENDOR PETERSEN Petersen Industries, Inc TOTALS							15.90	.00
Pitney Bowes Purchase Po	10/20/2022	-	37850922	09/25/2022	VR 01102022-019	A#8000900003483785 POSTG	159.38	.00
CHECK TO VENDOR==>VENDOR PITNEYPU Pitney Bowes Purchase Pow TOTALS							159.38	.00
Potty Man Portables	10/20/2022	-	106078	10/10/2022	VR 01102022-175	HANDWASHING STATION	125.00	.00
CHECK TO VENDOR==>VENDOR POTTYPAN Potty Man Portables TOTALS							125.00	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922JCEO	10/03/2022	VR 01102022-126	9/22 JCEO FUEL FOR FLEET	497.64	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922JCFD	10/04/2022	VR 19102022-133	9/22 JCFL FLEET FUEL	1202.92	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922JCFD	10/04/2022	VR 28102022-132	9/22 JCFL FLEET FUEL	5502.44	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922MCFL	09/30/2022	VR 01102022-037	SEPT 2022 MOSQ CNTRL FUEL	525.56	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922SWFL	09/30/2022	VR 22102022-034	SEPT 2022 FLEET FUEL	11602.12	.00
Jefferson Co. Road Dept.	10/20/2022	-	0922WVFD	10/04/2022	VR 19102022-134	9/22 WVFD FLEET FUEL	97.70	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept. TOTALS							19428.38	.00
Redwire	10/20/2022	-	453603	09/25/2022	VR 01102022-240	C#W1M0485 LIBRARY SRV/TST	617.10	.00
Redwire	10/20/2022	-	453616	09/25/2022	VR 01102022-239	C#W1M1414 ANNEX MON TEST	299.08	.00
Redwire	10/20/2022	-	453619	09/25/2022	VR 01102022-218	C#W1M1603 CCTV MAINT JCEO	92.04	.00
CHECK TO VENDOR==>VENDOR REDWIRE Redwire TOTALS							1008.22	.00
Register's Mini Storage	10/20/2022	-	10042022	10/01/2022	VR 01102022-179	10/22 RENT UNIT#B17,21-22	225.00	.00
CHECK TO VENDOR==>VENDOR REGISTMI Register's Mini Storage TOTALS							225.00	.00
Keith Roddenberry	10/20/2022	-	095651	10/05/2022	VR 01102022-168	LAWN SERVICE	50.00	.00
CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry TOTALS							50.00	.00
Royal Mini Storage, Inc.	10/20/2022	-	10042022	10/01/2022	VR 01102022-178	10/22 RENT UNIT#47	110.00	.00
CHECK TO VENDOR==>VENDOR ROYALMIN Royal Mini Storage, Inc. TOTALS							110.00	.00
Secure Records Solutions	10/20/2022	-	0169288	08/15/2022	VR 01102022-097	C#1258 SECURE DESTRUCTION	80.00	.00
Secure Records Solutions	10/20/2022	-	0171400	09/13/2022	VR 01102022-098	C#1258 SECURE DESTRUCTION	80.00	.00



VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR SECURERE Secure Records Solutions TOTALS	160.00	.00
CHRIS SEXTON	10/20/2022	-	HIPRDIEM	10/12/2022	VR 14102022-220	11/28 HOM INV PER DIEM	245.00	.00
						CHECK TO VENDOR==>VENDOR SEXTON CHRIS SEXTON TOTALS	245.00	.00
SGA SPAY & NEUTER CLINIC	10/20/2022	-	2021389	09/30/2022	VR 01102022-035	SPAY/NEUTER 3 DOGS	75.00	.00
						CHECK TO VENDOR==>VENDOR SGASPAY SGA SPAY & NEUTER CLINIC TOTALS	75.00	.00
James Skipworth	10/20/2022	-	1022JCEO	10/10/2022	VR 01102022-174	JANITORIAL SERVICES JCEO	460.00	.00
						CHECK TO VENDOR==>VENDOR SKIPWORJ James Skipworth TOTALS	460.00	.00
Sonitrol of Tallahassee	10/20/2022	-	452568	09/25/2022	VR 01102022-241	C#R1M601957 BOCC FIRE SRV	816.06	.00
Sonitrol of Tallahassee	10/20/2022	-	452636	09/25/2022	VR 01102022-242	C#R1M603291 SAO MAINT	100.00	.00
						CHECK TO VENDOR==>VENDOR SONITROL Sonitrol of Tallahassee TOTALS	916.06	.00
State Attorney's Office	10/20/2022	-	FY23CIP1	09/13/2022	VR 01102022-207	CIP1 STAC 9/22-6/23	1795.50	.00
State Attorney's Office	10/20/2022	-	Q4FY22IT	10/06/2022	VR 01102022-099	JUL-SEPT 22 IT SALARY SAO	1625.01	.00
						CHECK TO VENDOR==>VENDOR STATTYOF State Attorney's Office TOTALS	3420.51	.00
Strickland Electrical	10/20/2022	-	1	10/06/2022	VR 19102022-213	REPLACE PANEL LVFD	1800.00	.00
						CHECK TO VENDOR==>VENDOR STRICKEL Strickland Electrical TOTALS	1800.00	.00
Supervisor of Elections	10/20/2022	-	FY23RQ2	10/14/2022	VR 01102022-227	11/22 RQ#2 SOE BUDGET	37964.58	.00
Supervisor of Elections	10/20/2022	-	FY23RQ3	10/14/2022	VR 01102022-228	12/22 RQ#3 SOE BUDGET	37964.58	.00
						CHECK TO VENDOR==>VENDOR SUPERVIS Supervisor of Elections TOTALS	75929.16	.00
THE ORIGINAL FLORIDA	10/20/2022	-	425	10/01/2022	VR 29102022-233	FY23 MEMBERSHIP	1000.00	.00
						CHECK TO VENDOR==>VENDOR THEORIGI THE ORIGINAL FLORIDA TOTALS	1000.00	.00
THE PLANT MAN	10/20/2022	-	324	10/04/2022	VR 01102022-093	SUMMER CLEANUP & IRRIGATN	4001.17	.00
						CHECK TO VENDOR==>VENDOR THEPLANT THE PLANT MAN TOTALS	4001.17	.00
Toshiba Financial Servic	10/20/2022	-	32543924	09/30/2022	VR 01102022-226	A#0141321378000	180.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY	VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service								TOTALS	180.00	.00
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229005	09/21/2022	VR	22102022-116	A#72001059005 PINCKNEY HL	77.08	.00	
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229008	09/21/2022	VR	22102022-117	A#72001059008 AUCILLA	55.43	.00	
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229009	09/21/2022	VR	22102022-118	A#72001059009 WACISSA	111.40	.00	
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229010	09/21/2022	VR	22102022-119	A#72001059010 FULFORD	94.60	.00	
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229011	09/21/2022	VR	22102022-120	A#72001059011 LLOYD	154.56	.00	
TRI-COUNTY ELECTRIC COOP	10/20/2022	-	09229013	09/21/2022	VR	22102022-121	A#72001059013 AUCILLA	50.51	.00	
CHECK TO VENDOR==>VENDOR TRICOUNT TRI-COUNTY ELECTRIC COOPE								TOTALS	543.58	.00
UniFirst Corporation	10/20/2022	-	50014783	09/29/2022	VR	22102022-122	C#1237569 EMPLOYEE UNIFORM	156.54	.00	
UniFirst Corporation	10/20/2022	-	50014786	09/29/2022	VR	01102022-081	C#1311916 COURTHOUSE SUPP	170.14	.00	
UniFirst Corporation	10/20/2022	-	50015688	10/13/2022	VR	01102022-237	C#1311916 COURTHOUSE SUPP	170.14	.00	
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation								TOTALS	496.82	.00
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-082	A#222501100-00001 BOCC	23.14	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-083	A#22250110000001 BLDG DP	95.00	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-084	A#22250110000001 COURTHOU	.10	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-085	A#22250110000001 EXTENSIO	87.50	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-088	A#22250110000001 ADMIN	.10	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	01102022-089	A#22250110000001 REC PARK	51.43	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	19102022-086	A#22250110000001 FIRE	108.22	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	22102022-090	A#22250110000001 SOLID WS	63.90	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	22102022-091	A#22250110000001 SOLID WS	206.78	.00	
Verizon Wireless	10/20/2022	-	16494999	09/23/2022	VR	28102022-087	A#22250110000001 EMS	108.22	.00	
Verizon Wireless	10/20/2022	-	16612881	09/23/2022	VR	01102022-076	A#942055700-00003 SAO	112.17	.00	
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless								TOTALS	856.56	.00
Visit Florida	10/20/2022	-	00082460	05/20/2022	VR	29102022-232	PRTNT DEST MRKT THRU 6/23	937.50	.00	
CHECK TO VENDOR==>VENDOR VISITFLA Visit Florida								TOTALS	937.50	.00
Williams Communications	10/20/2022	-	66163	09/27/2022	VR	14102022-020	CHARGERS ANTENNAS BATTERI	12082.01	.00	
CHECK TO VENDOR==>VENDOR WILLCOMM Williams Communications								TOTALS	12082.01	.00
2k webgroup	10/20/2022	-	10550	10/01/2022	VR	01102022-229	MONTHLY MAINT & HOSTING	253.45	.00	
CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup								TOTALS	253.45	.00
CASH ACCOUNT # 011010000								TOTALS	395586.88	.00
BANK ACCOUNT # 0101001611								TOTALS	395586.88	.00



FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2070	Payroll Account	012070001	PAYROLL	10/15/22-GEN FUND PA	101522	10	14	2022	53,090.99
				COUNT 1						
01	2102	State of Florida-DMS	012102513410	DEPTMGMT	SUNCOM COORDINATOR					27.51
				COUNT 1						
01	2103	Nabors Giblin & Nickerson	012103514120	NABORS	MONTHLY SERVICES					11,671.07
01		Nabors Giblin & Nickerson	012103514120	NABORS	PURCHASING POLICY RE					2,276.00
01		Nabors Giblin & Nickerson	012103514120	NABORS	NOV-NEW ZION LIVING					383.82
01		Nabors Giblin & Nickerson	012103514120	NABORS	SURPLUS PROPERTY SAL					2,622.00
				COUNT 4						
01	2104	Archbold Employee Assist	012104513310	ARCHEMPL	YEARLY EAP SERVICES					3,300.00
01		Digital Assurance Certifi	012104513310	DIGITALA	ANNUAL FEE					2,500.00
01		Florida League of Cities	012104513310	FLALEAGU	FLC ACTUARIAL SERVIC					6,000.00
01		H2 SOLUTIONS	012104513310	H2SOLUTI	MONTHLY SERVICE 10/2					3,000.00
01		Langston Associates, Inc.	012104513310	LANGTON	9/22 GRANT WRITING S					3,000.00
01		ECB PUBLISHING INC	012104513490	ECBPUB	PUBLIC HEARING					117.48
01		ECB PUBLISHING INC	012104513490	ECBPUB	LEGAL NOTICE OF INTE					336.12
01		2k webgroup	012104513825	2KWEBGR0	MONTHLY MAINT & HOST					253.45
01		Florida Assoc. of Counties	012104513840	FAC	FY22/23 YEARLY DUES					2,311.00
01		Apalachee Regional	012104513541	APALACHE	FY22/23 COUNTY DUES					1,600.00
				COUNT 10						
01	2211	Jeff-Co-PropertyAppraiser	012211513930	JEFFPROP	FY23-01 REQ PROPERTY	321332	10	06	2022	182,656.25
				COUNT 1						
01	2320	Jeff.Co. Clerk of Courts	012320513930	JEFFCLERK	FY23 BGT REQ#1 JC CL	321330	10	06	2022	36,000.00
01		Jeff.Co. Clerk of Courts	012320513930	JEFFCLERK	11/22 BUDGET REQ#2					36,000.00
				COUNT 2						
01	2322	State of Florida-DMS	012322516410	DEPTMGMT	SUNCOM CIRCUIT COURT					58.98
				COUNT 1						
01	2324	State of Florida-DMS	012324516410	DEPTMGMT	SUNCOM COUNTY COURT					62.68
01		Toshiba Financial Service	012324516441	TOSHIBA5	A#0251689390000 CTY	321336	10	06	2022	19.00
				COUNT 2						
01	2332	Ricardo Fadel	012332516340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	645.00
01		Ricardo Fadel	012332516340	FADELLRI	11/22 CLEANING SAO					645.00
01		State of Florida-DMS	012332516401	DEPTMGMT	SUNCOM PHONE					141.30
01		State of Florida-DMS	012332516401	DEPTMGMT	SUNCOM LONG DISTANCE					1.43
01		CenturyLink	012332516401	LUMEN	A#601577781 SAO INTE					431.70
01		Verizon Wireless	012332516401	VERIZONW	A#942055700-00003 SA					112.17

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2332	Centurylink State Attorney's Office	012332516410	CENTLINK	A#312042207 SAO					124.91
01		State Attorney's Office	012332516461	CIP1 STAC	9/22-6/23					1.795.50
01		State Attorney's Office	012332516510	STATTYOF	JUL-SEPT 22 11 SALAR					1.625.01
COUNT 9										
01	2333	Ricardo Fadel	012333516340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	393.00
01		Ricardo Fadel	012333516340	FADELLRI	11/22 CLEANING PDO					393.00
01		ARIELIA WALTER	012333516341	ARIELIA	A#302577 MONTHLY MAT					35.25
01		Computer Intro & Planning	012333516341	COMPIINFO	FY22/23 STAC/BOWS MA					3.504.45
COUNT 4										
01	2440	Supervisor of Elections	012440519930	SUPERVIS	FY23 REQ#1 SOE BUDGE	321335	10	06	2022	37.964.58
01		Supervisor of Elections	012440519930	SUPERVIS	11/22 REQ#2 SOE BUDGE					37.964.58
01		Supervisor of Elections	012440519930	SUPERVIS	12/22 REQ#3 SOE BUDGE					37.964.58
COUNT 3										
01	2670	Ricardo Fadel	012670519340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	1.195.00
01		Ricardo Fadel	012670519340	FADELLRI	11/22 CLEANING COURT					1.195.00
01		Centurylink	012670519410	CENTLINK	A#312042207 COURTHOU					235.64
01		State of Florida-DMS	012670519410	DEPTMGMT	A#AN2-2246 SUNCOM SI					378.85
01		State of Florida-DMS	012670519410	DEPTMGMT	SUNCOM COURTHOUSE					340.02
01		State of Florida-DMS	012670519410	DEPTMGMT	SUNCOM COURTHOUSE					110.04
01		State of Florida-DMS	012670519410	DEPTMGMT	A#AN2-10457					15.32
01		State of Florida-DMS	012670519410	DEPTMGMT	A#AN2-14844					37.25
01		Centurylink	012670519410	DEPTMGMT	A#91296824					452.87
01		Verizon Wireless	012670519430	VERIZONW	A#22250110000001 COU					328.10
01		City of Monticello	012670519441	CITYMONT	A#00010091 CHOURTH					180.00
01		Toshiba Financial Service	012670519441	TOSHIBAS	A#0141321378000					180.00
01		Toshiba Financial Service	012670519441	TOSHIBAS	A#0251689390000					692.20
01		Clock Service Company	012670519460	CLOCKSER	COURTHOUSE TMR CLOCK	321336	10	06	2022	450.00
01		Elevator Telephone Svc.	012670519460	ELEVTELE	QUARTERLY SERVICE FY					101.77
01		Mowrey Elevator Co. of FL	012670519460	MOWREYEL	MONTHLY SERVICE					197.46
01		Keith Roddenberry	012670519460	RODDENBE	LAWN SERVICE					50.00
01		Sonitrol of Tallahassee	012670519460	SONITROL	CHRLM601957 BOCC FIR					816.06
01		THE PLANT MAN	012670519460	THEPLANT	SUMMER CLEANUP & TRR					4.001.17
01		UniFirst Corporation	012670519460	UNIFIRST	C#1311916 COURTHOUSE					170.14
01		UniFirst Corporation	012670519460	UNIFIRST	C#1311916 COURTHOUSE					170.14
01		Advanced Business Systems	012670519461	ADVBSIN	C#3330-01 COURTHOUS					266.74
01		Advanced Business Systems	012670519461	ADVBSIN	C#3330-01 COURTHOUS					254.05
01		Advanced Business Systems	012670519461	ADVBSIN	C#3330-01 COURTHOUS					254.05
01		Secure Records Solutions	012670519491	SECURERE	C#1258 SECURE DESTRU					80.00
01		Secure Records Solutions	012670519491	SECURERE	C#1258 SECURE DESTRU					80.00
01		Toshiba Financial Service	012670519491	TOSHIBAS	A#0251689390000 FEES	321336	10	06	2022	159.69
COUNT 27										
01	2671	Ricardo Fadel	012671519340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	200.00
01		Ricardo Fadel	012671519340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	613.00
01		Ricardo Fadel	012671519340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	752.00



FUND	DEPT	VENDOR NAME	ACCT.	NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2671	Ricardo Fadel1	012671519340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	93.33
01		Ricardo Fadel1	012671519340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	563.50
01		Ricardo Fadel1	012671519340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	193.50
01		Ricardo Fadel1	012671519340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	1.725.00
01		Ricardo Fadel1	012671519340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	1.725.00
01		Ricardo Fadel1	012671519340		FADELLRI	10/22 CLEANING SOE	321338	10	11	2022	250.00
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING PROP C					250.00
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING TAX C					913.00
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING PROBA					752.00
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING CRHS					563.30
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING PUB R					193.50
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING HEALT					1.725.00
01		Ricardo Fadel1	012671519340		FADELLRI	11/22 CLEANING ANNX					1.725.00
01		CenturyLink	012671519410		CENTLINK	A#312042207					1.725.00
01		State of Florida-DMS	012671519410		CENTLINK	A#312042207					524.46
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					251.45
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					137.55
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					27.51
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					55.02
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					55.02
01		State of Florida-DMS	012671519410		DEPTGMT	SUNCOM ADMIN BLDGS					20.36
01		State of Florida-DMS	012671519410		DEPTGMT	A#AN210363/219/7264					39.59
01		Version Wireless	012671519410		DEPTGMT	A#AN2-1550					23.14
01		Verizon Wireless	012671519410		VERIZONW	A#222501100-00001 BO					23.14
01		City of Monticello	012671519430		VERIZONW	A#2225011000001 ADM					23.14
01		City of Monticello	012671519430		CITYMONT	A#00010215 1175 W MA					72.24
01		City of Monticello	012671519430		CITYMONT	A#00010215 1175 W MA					10.10
01		City of Monticello	012671519430		CITYMONT	A#00010150 COURTHOUS					29.42
01		City of Monticello	012671519430		CITYMONT	A#00010392 380 W DOG					44.58
01		City of Monticello	012671519430		CITYMONT	A#00010409 1490 W MA					125.78
01		Duke Energy	012671519430		DUKE	A#910085448693 9943					59.28
01		Duke Energy	012671519430		DUKE	A#910085449644 487 I					61.23
01		Duke Energy	012671519430		DUKE	A#910085448106 420 W					34.34
01		Duke Energy	012671519430		DUKE	A#910085448974 575 W					433.54
01		Jefferson Community Water	012671519430		DUKE	A#0212000 SOE					38.50
01		Register's Mini Storage	012671519440		JEFFCOMM	10/22 RENT UNIT#B17.					225.00
01		Royal Mini Storage Inc.	012671519440		REGSTMI	10/22 RENT UNIT#B17.					110.00
01		Advanced Business Systems	012671519441		ROYALMIN	10/22 RENT UNIT#47.					225.00
01		Toshiba Financial Services	012671519441		ADVBUFIN	A#C3409-01 SOE					36.01
01		Big Bend-Eubanks Termite	012671519460		TOSHIBAS	A#0251689390000 ANNE					49.00
01		Big Bend-Eubanks Termite	012671519460		BIGSTEM	LOYD WOMANS CLUB A#					35.00
01		Big Bend-Eubanks Termite	012671519460		BIGSTEM	A#8522 MONTHLY PEST					450.00
01		Big Bend-Eubanks Termite	012671519460		BIGSTEM	A#13572 JCRC-2 RODEN					40.00
01		NEW LINE PARKING LOT	012671519460		BIGTERM	RE-STRIPING PARKING					400.00
01		Redwire	012671519460		NEWLINE	C#41M141A ANNEX MON					299.08
01		Control of Tallahassee	012671519460		REDWIRE	C#16603291 SAO MAIN					100.00
01		Advanced Business Systems	012671519461		SONITROL	C#16603291 SAO MAIN					39.06
01		Advanced Business Systems	012671519461		ADVBUFIN	C#12165-01 ANNEX					39.06
COUNT 46											
01	2780	Ricardo Fadel1	012780515340		FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	200.00
01		Ricardo Fadel1	012780515340		FADELLRI	11/22 CLEANING PLANN					200.00
01		CenturyLink	012780515340		CENTLINK	A#312042207 PLANNING					83.15
01		State of Florida-DMS	012780515410		SUNCOM	PLANNING DEPT					41.25
01		Pitney Bowes Purchase Pow	012780515420		PTNEYGMT	A#8000900003483785 P					155.38
01		Advanced Business Systems	012780515441		ADVBSIN	C#CT284801 PLANNING					59.25

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2780	Toshiba Financial Service	012780515441	TOSHIBA5	A#0251689390000 PLAN	321336	10	06	2022	199.10
01		ECB PUBLISHING INC	012780515490	ECBPUB	10/13 PC MEETING					66.48
				COUNT 8						
01	2781	City of Monticello	012781519830	CITYMONT	INDUSTRIAL PARK TAP					3,182.00
01		State of Florida-DMS	012781519830	DEPTMGT	SUNCOM INDUSTRIAL DE					27.51
				COUNT 2						
01	3440	Ricardo Fadel	013440524340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	200.00
01		Ricardo Fadel	013440524340	FADELLRI	11/22 CLEANING BULD					200.00
01		CenturyLink	013440524410	CENTLINK	A#312042207 BUILDING					83.16
01		State of Florida-DMS	013440524410	DEPTMGT	SUNCOM BUILDING DEPT					41.27
01		Verizon Wireless	013440524410	VERIZONW	A#2225011000001 BLD					95.00
01		Toshiba Financial Service	013440524441	TOSHIBA5	A#0251689390000 BUL	321336	10	06	2022	158.00
				COUNT 6						
01	3990	Ketchum, Wood & Burgert	013990527310	KETCHUMW	9/22 MORGUE USE/AUTO					8,290.00
				COUNT 1						
01	4212	SGA SPAY & NEUTER CLINIC	014212562492	SGASPAY	SPAY/NEUTER 3 DOGS					75.00
01		Animal Medical Clinic*	014212562520	ANIMALCL	AUCILLA SHORES PUPS					102.00
01		FI Assoc Code Enforcement	014212562540	FLACODEE	A#25316 FY23 MBR DUE					75.00
				COUNT 3						
01	4216	State of Florida-DMS	014216534410	DEPTMGT	SUNCOM MOSQUITO CONT					26.76
01		City of Monticello	014216534430	CITYMONT	A#0050125 1475 S JE					8.11
01		Jefferson Co. Road Dept.	014216534521	RDEPT	SEPT 2022 MOSQ CNTRL					525.56
				COUNT 3						
01	5103	Apalachee Center	015103563811	APACHENHE	9/22 BAKER ACT/CRISI					2,439.55
01		Apalachee Center	015103563812	APACHENHE	9/22 MARCHMAN/DETOX					827.12
				COUNT 2						
01	6101	State of Florida-DMS	016101572410	DEPTMGT	SUNCOM REC PARK					55.02
01		Verizon Wireless	016101572410	VERIZONW	A#22250110000001 REC					51.43
01		Duke Energy	016101572430	DUKE	A#910085450043 551 W					53.94
01		Duke Energy	016101572430	DUKE	A#930000007581/9710					27.21
01		Howdys Rent A Toilet	016101572430	HOWDYS	MACISSA RV PORTALET					233.00
				COUNT 5						
01	6212	CenturyLink	016212571410	CENTLINK	A#312042207 LIBRARY					331.11
01		State of Florida-DMS	016212571410	DEPTMGT	SUNCOM LIBRARY					110.04
01		City of Monticello	016212571430	CITYMONT	A#00010166 375 S MAT					168.60
01		Duke Energy	016212571430	DUKE	A#910085449397 LIBRA					4,361.39



FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	6212	Potty Man Portables	016212571430	POTTYMAN	HANDWASHING STATION					125.00
				COUNT 5						
01	6213	Ricardo Fadel	016213571340	FADELLRI	10/22 BLDG SRV CONTR	321338	10	11	2022	1,300.00
01		Ricardo Fadel	016213571340	FADELLRI	11/22 CLEANING LIBRA					1,300.00
01		Redwire	016213571460	REDWIRE	C#MIM0485 LIBRARY SR					617.10
01		Amazon Business	016213571520	AMAZONBU	TOILET PAPER					44.10
01		Amazon Business	016213571520	AMAZONBU	FALL PROGRAMS					327.62
01		Amazon Business	016213571525	AMAZONBU	TABLETOP CHARGERS					113.93
01		Amazon Business	016213571660	AMAZONBU	BOOK CLUB BOOKS					299.70
01		Gale/Cengage Learning	016213571660	CENGAGE	A#213809 MAY-AUG 22					725.41
01		Dollwood Foundation	016213571660	DOLLWOOD	A#F JEFFERSON OCT 22	321327	10	06	2022	88.43
01		Ingram Library Services	016213571660	INGRAM	BOOKS					213.59
01		Ingram Library Services	016213571660	INGRAM	BOOKS					16.41
01		Ingram Library Services	016213571660	INGRAM	BOOKS					4,258.03
01		Ingram Library Services	016213571660	INGRAM	BOOKS					11.39
				COUNT 13						
01	6302	James Skipworth	016302537340	SKIPWORJ	JANITORIAL SERVICES					460.00
01		State of Florida-DMS	016302537410	DEPTMGMT	A#22250110000001 EXT					111.89
01		Verizon Wireless	016302537410	VERIZONW	A#22250110000001 EXT					87.50
01		Duke Energy	016302537430	DUKE	A#930000014564 JCEO					807.79
01		Duke Energy	016302537430	DUKE	A#930000007581/1187					27.21
01		Duke Energy	016302537430	DUKE	A#930000007581/1187					27.21
01		Toshiba Financial Service	016302537441	TOSH18A5	A#0251689390000 EXT	321336	10	06	2022	337.60
01		Advanced Business Systems	016302537460	ADVBUSIN	C#C1382101 JCEO MACH					923.42
01		Advanced Business Systems	016302537460	ADVBUSIN	C#C13821-01 JCEO					923.42
01		Redwire	016302537520	REDWIRE	C#MIM1603 CCTV MAINT					92.04
01		Jefferson Co. Road Dept.	016302537521	RDDPT	9/22 JCEO FUEL FOR F					497.64
				COUNT 11						
01	9999	B&B Porta-Toilets, Inc	019999511990	B&BPORTA	HALL PK PORTALET REN					95.00
01		Capital Asphalt	019999511990	CAPITALA	SPEED HUMP INSTAL X					24,000.00
01		Jefferson Community Water	019999511990	JEFFCOMM	A#0201800 HALL PARK					85.50
				COUNT 3						
11	2070	Payroll Account	112070001	PAYROLL	10/15/22-CO TRANS PA	101422	10	15	2022	29,758.22
				COUNT 1						
11	4102	Cintas	114102541341	CINTAS	UNIFORM RENTAL					130.97
11		Cintas	114102541341	CINTAS	UNIFORM RENTAL					130.97
11		Mobile Communications	114102541341	MOBILECO	FLLETI GPS TRACKER SE					523.75
11		Omega Rail Management Inc	114102541341	OMEGA	SIGNAL MAINT BLUE LA					1,967.00
11		Omega Rail Management Inc	114102541341	OMEGA	SIGNAL MAINT WOODSON					1,967.00
11		Vector Security	114102541341	VECTOR	A#6478853 SECRTY SRV	906179	10	06	2022	18.01
11		Verizon Wireless	114102541410	VERIZONW	A#222501100-00001 RO					184.77
11		City of Monticello	114102541430	CITYMONT	A#00050112 1484 S JE					63.31

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059001 N SALT					30.77
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059012 HWY 90					30.77
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059006 EL DES					30.77
11		TRI-COUNTY ELECTRIC COOPE	114102541430	TRICOUNT	A#72001059014 GAMBLE					417.78
11		Toshiba Financial Service	114102541441	TOSHIBA	A#025168390000 ROAD	906178	10	06	2022	172.10
11		John Deere Credit*	114102541442	JOHNDEEC	GRADER #87 LEASE					25.998.45
11		John Deere Credit*	114102541442	JOHNDEEC	WHEEL LOADER #88 LEA					15.260.91
11		Advanced Business Systems	114102541461	ADVBSUSIN	CT#3356-01 ROAD DEPT					29.18
11		Beard Equipment Company	114102541462	BEARD	REPAIR/SERVICE #94 4	906177	10	06	2022	7.906.78
11		Big Bend Tire	114102541462	BIGBENTTI	TIRE REPAIR #11					25.00
11		ELI ROBERTS & SONS	114102541462	ELIROB	FUEL PUMP NOZZEL BRE					287.20
11		Neece Tire & Auto Service	114102541462	NEECE	#107 (4) NEW TIRES					2.246.80
11		Rust Truck Center	114102541462	RUSTTRUC	REPAIR #84					2.169.36
11		First Call Truck Parts	114102541463	FIRSTCAL	TARPS 7x18 #105 & SH					183.40
11		Monticello Carquest Inc.	114102541463	MONTICARQ	#132 SPOOL INSERT					140.66
11		Monticello Carquest Inc.	114102541463	MONTICARQ	SEAL CLAMPS SHOP					16.40
11		O'Reilly Automotive, Inc.	114102541463	OREILLY	BATTERY #96					346.82
11		Office Depot*	114102541510	OFFEDP	ENVELOPES & POCKET F					101.18
11		Office, Depot*	114102541510	OFFEDP	WRITING PAUS					6.20
11		Crystal Springs	114102541520	CRYSTALS	C#671493115070266 WA					95.40
11		GCLMONTICELLO	114102541520	GCLMONTI	BOARDS PAINT NUTS #1					50.67
11		Jones Welding & Industria	114102541520	JONESWEL	CYLINDER RENTAL					84.60
11		Monticello Carquest Inc.	114102541520	MONTICARQ	C#132 HOSE CLAMPS					24.10
11		ELI ROBERTS & SONS	114102541521	ELIROB	DIESEL					10.919.58
11		ELI ROBERTS & SONS	114102541521	ELIROB	UNLEADED GAS					9.177.01
11		Conrad Velvington Distrib	114102541630	CONRADYE	HAYFIELD SPUR LIMEST					383.78

COUNT 34

12	0018	Fred Fox Enterprises, Inc	120018554300	FREDFOX	8-9/22 CDBG GRANT FE					7.500.00
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COUNT 1

14	3101	<del>Jefferson Emergency Mgmt</del>	143101521132	EMERGMAN	FY23-01 BASE/STATE G	321328	10	06	2022	26.451.50
14		<del>Jefferson Emergency Mgmt</del>	143101521133	EMERGMAN	FY23-01 50750 FED GR	321328	10	06	2022	13.678.25
14		<del>Jefferson Emergency Mgmt</del>	143101521136	EMERGMAN	FY23-01 CERI GRANT E	321328	10	06	2022	1.250.00
14		<del>Jefferson Emergency Mgmt</del>	143101521138	EMERGMAN	FY23-01 COUNTRY INKIN	321328	10	06	2022	8.902.50
14		Brianne Beck	143101521540	BECKB	11/28 HOM INV PER DI					245.00
14		Inst. of Police Tech Mgmt	143101521540	IPTM	11/28 HOM INV FEE BE					795.00
14		Inst. of Police Tech Mgmt	143101521540	JEFFCOSH	VISA REIMB FOR HOTEL	321331	10	06	2022	795.00
14		Jeff Cnty Sheriff's Offic	143101521540	JEFFCOSH	11/28 HOM INV HOTEL					109.00
14		Jeff Cnty Sheriff's Offic	143101521540	JEFFCOSH	TRAVEL PER DIEM 10/5	321333	10	06	2022	654.50
14		<del>ANDREW JOHNSON</del>	143101521540	JOHNSONA	11/28 HOM INV PER DI					45.00
14		CHRIS SEXTON	143101521540	SEXTON	FY22/23 REQ#1 JCSC	321331	10	06	2022	245.00
14		Jeff Cnty Sheriff's Offic	143101521930	JEFFCOSH	CHARGERS ANTENNAS BA					405.850.17
14		Williams Communications	143101521931	WILLCOMM	FDLE SLRY ASST OCT-D					12.082.01
14		Jeff Cnty Sheriff's Offic	143101521933	JEFFCOSH						65.250.00

COUNT 15

18	4102	Conrad Velvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIMEST					1.411.11
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FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS DESCR.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
18	4102	Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	4,507.58
18		Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	3,394.43
18		Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	2,957.45
18		Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	2,421.14
18		Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	3,570.63
18		Conrad Yelvington Distrib	184102541631	CONRADYE	HAYFIELD SPUR LIME	321332	10	06	2022	4,398.57
18		Conrad Yelvington Distrib	184102541631	CONRADYE	LAFITTE LIMESTONE RO	321332	10	06	2022	3,100.25
18		GCLMONTICELLO	184102541635	GCLMONTI	WINDOM	321332	10	06	2022	18.98
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES	321332	10	06	2022	67.96
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES	321332	10	06	2022	92.00
18		GCLMONTICELLO	184102541635	GCLMONTI	TRIM	321332	10	06	2022	957.22
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES RETURN	321332	10	06	2022	79.66
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES RETURN	321332	10	06	2022	233.04
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES RETURN	321332	10	06	2022	478.61
18		GCLMONTICELLO	184102541635	GCLMONTI	CONCESSION	321332	10	06	2022	26.98
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES	321332	10	06	2022	204.40
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES	321332	10	06	2022	105.27
18		GCLMONTICELLO	184102541635	GCLMONTI	SUPPLIES	321332	10	06	2022	151.97
18		NATURAL RESOURCE	184102541635	NATURALR	NEW BUILDING	321332	10	06	2022	13.98
18		Jeff. Co. PropertyAppraiser	184102541636	JEFFPROP	TREE ASSESSMENT	321332	10	06	2022	250.00
18		Jeff. Co. PropertyAppraiser	184102541636	JEFFPROP	FY23-01 REQ VALLEY V	321332	10	06	2022	35.25
18		Jeff. Co. PropertyAppraiser	184102541637	JEFFPROP	FY23-01 REQ CASA B1A	321332	10	06	2022	21.25
18		Jeff. Co. PropertyAppraiser	184102541638	JEFFPROP	FY23-01 REQ AUCILLA	321332	10	06	2022	144.75
18		Jeff. Co. PropertyAppraiser	184102541638	JEFFPROP	FY23-01 REQ HANGER L	321332	10	06	2022	2.75

COUNT 25

19	2070	Payroll Account	192070000	PAYROLL	10/15/22-FIREDPT PA	101522	10	14	2022	35,273.43
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COUNT 1

19	3211	Jeff. Co. PropertyAppraiser	193211522311	JEFFPROP	FY23-01 REQ FIRE ASS	321332	10	06	2022	2,283.50
19		State of Florida-DMS	193211522410	DEPTMGMT	SUNCOM FIRE & RESCUE	321332	10	06	2022	13.76
19		State of Florida-DMS	193211522410	DEPTMGMT	SUNCOM FIRE & RESCUE	321332	10	06	2022	56.87
19		Verizon Wireless	193211522410	VERIZONW	A#22250110000001 FIR	321332	10	06	2022	108.22
19		City of Monticello	193211522430	CITYMONT	A#00050133 57 MARTIN	321332	10	06	2022	45.56
19		COMCAST	193211522430	COMCAST	A#00050133 57 MARTIN	321332	10	06	2022	4.89
19		Duke Energy	193211522430	DUKE	A#8535102080006860 I	321332	10	06	2022	144.82
19		Duke Energy	193211522430	DUKE	A#930000007581/6826	321332	10	06	2022	27.20
19		CurtisMorgangarageInc	193211522462	CURTISMO	A#910085423462 19 MA	321332	10	06	2022	10.15
19		MunicipalEmergencyService	193211522462	MES	SQUAD 1 REPAIR LABO	321332	10	06	2022	1,018.50
19		GCLMONTICELLO	193211522520	GCLMONTI	SCBA REPAIR	321332	10	06	2022	2,422.78
19		GCLMONTICELLO	193211522520	GCLMONTI	SQUAD 1 REPAIR PARTS	321332	10	06	2022	2,447.12
19		Monticello to Carquest Inc.	193211522520	MONTCARQ	SHOVEL	321332	10	06	2022	25.99
19		Lexipol	193211522521	LEXIPOL	PREMIX FUEL	321332	10	06	2022	80.91
19		Capital City Pest	193211522520	CAPEST	9/22 JCED FLEET FUEL	321332	10	06	2022	1,202.92
19		Jefferson Community Water	193211522620	JEFFCOMM	ONLINE TRN ANNUAL RE	321332	10	06	2022	1,099.00
19		Jefferson Co. Road Dept.	193211522620	RDEPT	WVFD PEST CONTROL A#	321332	10	06	2022	65.00
19		Jefferson Community Water	193211522621	JEFFCOMM	A#0403/00 WVFD	321332	10	06	2022	39.07
19		Jefferson Community Water	193211522621	JEFFCOMM	9/22 WVFD FLEET FUEL	321332	10	06	2022	97.70
19		Jefferson Community Water	193211522621	JEFFCOMM	A#0311200 LVFD	321332	10	06	2022	39.07

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
19	3211	Strickland Electrical	193211522621	STRICKEL	REPLACE PANEL LVFD					1,800.00
				COUNT 22						
22	2070	Payroll Account	222070000	PAYROLL	10/15/22-LANDFILL PA	101522	10	14	2022	35,069.36
				COUNT 1						
22	4212	Unifirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U					156.54
22		Jeff. Co. Property Appraiser	224212534342	JEFFPROP	FY23-01 REQ SOLID WA					3,625.00
22		CenturyLink	224212534410	CENTLINK	A#312042207 SOLID WA	321332	10	06	2022	64.01
22		State of Florida-DMS	224212534410	SUNCOM SOLID MASTER						82.53
22		Verizon Wireless	224212534410	VERIZONW	A#22250110000001 SOL					63.90
22		Verizon Wireless	224212534410	VERIZONW	A#22250110000001 SOL					206.78
22		City of Monticello	224212534430	CITYMONT	A#00050204 SW MAIN Y					18.75
22		City of Monticello	224212534430	CITYMONT	A#00050206 SW MAIN Y					1.39
22		Duke Energy	224212534430	DUKE	A#910089465394 MAIN					65.44
22		Duke Energy	224212534430	DUKE	A#910089465493 RECVC					154.92
22		Duke Energy	224212534430	DUKE	A#910089467139 MAIN					32.53
22		Duke Energy	224212534430	DUKE	A#910089472144 NEW M					81.04
22		Duke Energy	224212534430	DUKE	A#910089480730 BASSE					43.22
22		Duke Energy	224212534430	DUKE	A#910089572056 NASH					91.17
22		Duke Energy	224212534430	DUKE	A#910089614992 LAMON					29.49
22		Duke Energy	224212534430	DUKE	A#910089661171 TYSON					30.42
22		Jefferson Community Water	224212534430	JEFFCOMM	A#0320500 MACISSA					39.07
22		Jefferson Community Water	224212534430	JEFFCOMM	A#0415600 LLOYD					38.79
22		Jefferson Community Water	224212534430	JEFFCOMM	A#04124100 NASH RD					39.07
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059005 PINCKN					77.08
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059008 AUCILL					55.43
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059009 MACISS					111.40
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059010 FULFOR					94.60
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059011 LLOYD					154.56
22		TRI-COUNTY ELECTRIC COOP	224212534430	TRICOUNT	A#72001059013 AUCILL					50.51
22		Toshiba Financial Service	224212534441	TOSHIBAS	A#0251689390000 SOLI	321336	10	06	2022	118.00
22		Big Bend Tire	224212534462	BIGBENT1	TIRE REPAIR FL-2					65.00
22		Keaton Tire Repair	224212534462	KEATONT1	2 TIRES REPLACED G-2					250.00
22		Keaton Tire Repair	224212534462	KEATONT1	1 TIRE REPLACED FL-1					250.00
22		Ingram Equipment Company	224212534463	INGEQUIP	HYDROLIC TUBING X6 F					581.27
22		Petersen Industries, Inc	224212534463	PETERSEN	HYDRAULIC CROWN ROD					107.32
22		Petersen Industries, Inc	224212534463	PETERSEN	BUCKET MANIFOLD R-10					91.42
22		ELI ROBERTS & SONS	224212534521	ELIROB	DIESEL FOR BOBCAT					176.74
22		Jefferson Co. Road Dept.	224212534521	RDDDEPT	SEPT 2022 FLEET FUEL					11,602.12
22		BancorpSouth	224212534640	BANCORPS	C#0070780-004 DURAPA					3,499.91
				COUNT 35						
23	2911	Jeff Cnty Sheriff's Office	232911525120	JEFFCOSH	FY22/23-01 E911 SALA	321331	10	06	2022	113,647.00
23		AK ASSOCIATES	232911525410	AKASSOC	911 MAINTENANCE OCT	321325	10	06	2022	2,300.00
23		AK ASSOCIATES	232911525410	AKASSOC	YEARLY MAINT 911 EOU	321325	10	06	2022	6,291.16
				COUNT 3						



FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS. Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
24	4101	REGIONS BANK	244101582491	REGIONBK	ANALYSIS CHARGE	000922	10	19	2022	30.00
				COUNT 1						
28	2070	Payroll Account	282070000	PAYROLL	10/15/2022-EMS PAYRO	101522	10	14	2022	41,460.58
				COUNT 1						
28	3211	Lance Blomeley	283211526150	BLOMELEY	TRANSFER SS TO BROOK					320.00
28		Joe Kacur	283211526150	KACURJOE	TRANSFER SS TO BROOK					320.00
28		EMS Management & Consult	283211526320	EMSMC	SEPT 22 BILLING/COLL					4,979.52
28		State of Florida-DMS	283211526410	DEPTMGMT	SUNCOM EMS					13.75
28		State of Florida-DMS	283211526410	DEPTMGMT	SUNCOM EMS					13.75
28		Verizon Wireless	283211526410	VERIZONW	A#2250110000001 EMS					108.22
28		City of Monticello	283211526430	CITYMONT	A#00050133 57 MARTIN					45.56
28		City of Monticello	283211526430	CITYMONT	A#00050135 57 MARTIN					4.89
28		COMCAST	283211526430	COMCAST	A#853510208000660 1					144.83
28		Duke Energy	283211526430	DUKE	A#910085423462 19 MA					10.15
28		Big Bend Tire	283211526462	BIGBENT	3-1 ALIGNMENT					99.00
28		Crystal Clear Auto Glass	283211526463	CRYSTCLE	REPLACE WINDSHIELD 3					600.00
28		O'Reilly Automotive, Inc.	283211526520	OREILLY	MULTI RELAY 3-2					13.82
28		AESTIFIRE & SAFETY	283211526521	AESTIFIRE	BALLISTIC 3A VESTS					3,000.00
28		Monticello Carquest Inc.	283211526521	MONTICARQ	DEF					237.18
28		Jefferson Co. Road Dept.	283211526522	RDEPT	9/22 JCFD FLEET FUEL					5,502.44
28		Jones Welding & Industria	283211526522	JONESWEL	CYLINDER RENTAL					531.45
28		Lexipol	283211526580	LEXIPOL	ONLINE TRN ANNUAL RE					1,092.00

				COUNT 18						
29	2781	Chamber of Commerce	292781519340	CHAMBER	2022/2023 MEMBERSHIP	321326	10	06	2022	100.00
29		Chamber of Commerce	292781519340	CHAMBER	FY23-Q1 TDC & COC CO					4,017.50
29		Chamber of Commerce	292781519340	CHAMBER	FY23Q1 ADENDUM TDC/C	321326	10	06	2022	4,250.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	LEGAL NOTICE OF MEET					20.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	LEGAL NOTICE OF MEET					20.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	LEGAL NOTICE OF MEET					20.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	LEGAL NOTICE OF MEET					20.00
29		Graphic Press Corporation	292781519340	GRAPHICP	BROCHURES AND RACK C	321329	10	06	2022	1,100.00
29		Graphic Press Corporation	292781519340	GRAPHICP	DINING/SHOP GUIDE CA					231.00
29		Kreative, LLC	292781519340	KTCREATI	BROCHURE & CARD DESI	321334	10	06	2022	800.00
29		Kreative, LLC	292781519340	KTCREATI	WEB DESIGN & 6M GOOG					4,200.00
29		THE ORIGINAL FLORIDA	292781519340	THEORIGI	FY23 MEMBERSHIP					1,000.00
29		Visit Florida	292781519340	VISITFLA	PRINT DEST MKRT THRU					937.50
				COUNT 13						
				FINAL TOTALS						
				COUNT 344						

\*\*\* END OF REPORT \*\*\*

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	1948	Dewberry Engineers. Inc.	011948525341	DEWBERRY	CR259 OVER SCL RATLR					7,622.55
01		Dewberry Engineers. Inc.	011948525341	DEWBERRY	ASHVILLE HWY WIDEN/R					7,110.00
01		Dewberry Engineers. Inc.	011948525341	DEWBERRY	CASA BIANCA RD RESUR					3,883.00
01	2104	Quadiant Leasing USA Inc	012104513420	QUADILEAS	C#00777345 LEASE					349.25
01		ECB PUBLISHING INC	012104513490	ECBPUB	PHOTO AD					25.00
01		ECB PUBLISHING INC	012104513490	ECBPUB	MEETING AD					159.10
01		ECB PUBLISHING INC	012104513490	ECBPUB	MEETING AD					113.95
01		ECB PUBLISHING INC	012104513490	ECBPUB	COUNTY MANAGER CLASS					323.60
01		Santander Leasing LLC	012104513491	SANTANDE	C#002-0024928-000 LA					1,644.05
01		Avenue Insights & Analytic	012104513525	AVENUE	C#C100468 PACE HOST/					2,392.00
01		Gulf Consortium	012104513541	GULFCONS	FY2022-2023 MEMBERSH					1,764.00
01	2322	CenturyLink	012322516410	CENTLINK	A#3111120982					60.00
01	2324	Toshiba Financial Service	012324516441	TOSHIBA5	A#0251689390000 CNTY					19.00
01	2332	State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 PHONE SAO					141.30
01		State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO LONG					2.10
01	2333	ARTEZIA WATER	0123333516341	ARTEZIA	A#302577 WATER SERVI					13.25
01	2670	CenturyLink	012670519410	LUMEN	A#91296824					452.87
01		City of Monticello	012670519430	CITYMONT	A#00010009 1 COURTHO					379.74
01		Duke Energy	012670519430	DUKE	A#910085449537 COURT					1,214.02
01		Advanced Business Systems	012670519441	ADVBSUSTN	C#CT2166-01 COURTHOU					64.63
01		Toshiba Financial Service	012670519441	TOSHIBA5	A#0251689390000 COUR					692.20
01		Keith Roddenberry	012670519460	RODDENBE	LAWN SERVICE					50.00
01		UniFirst Corporation	012670519460	UNIFIRST	C#1311916 COURTHOUSE					241.10
01		UniFirst Corporation	012670519460	UNIFIRST	C#1311916 COURTHOUSE					204.36
01		Toshiba Financial Service	012670519491	TOSHIBA5	A#0251689390000 FEES					145.49
01	2671	CenturyLink	012671519410	CENTLINK	A#3111176920 ANNEX					138.64
01		CenturyLink	012671519410	CENTLINK	A#461036495					123.09
01		CenturyLink	012671519410	LUMEN	A#90902538 BOCC					167.79
01		City of Monticello	012671519430	CITYMONT	A#00010409 1490 W WA					27.58
01		City of Monticello	012671519430	CITYMONT	A#00010392 380 W DOG					47.98
01		City of Monticello	012671519430	CITYMONT	A#00010150 COURT ANN					30.02

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2671	City of Monticello	012671519430	CITYMONT	A#00010215 1175 W WA					92.63
01		Duke Energy	012671519430	DUKE	A#910085450879 BOCC					1.948.00
01		Duke Energy	012671519430	DUKE	A#910085450324 SOE					494.63
01		Duke Energy	012671519430	DUKE	A#910085449272 175 S					32.51
01		Duke Energy	012671519430	DUKE	A#910085448578 175 S					32.89
01		Duke Energy	012671519430	DUKE	A#910085448693 9943					36.89
01		Advanced Business Systems	012671519441	ADVBUSIN	C#CT3409-01 SOE					30.68
01		Toshiba Financial Service	012671519441	TOSHIBA5	A#0251689390000 ANNE					31.15
01		CORE ROOFING SYSTEMS INC.	012671519460	COREROOF	REPAIR ANNEX ROOF					49.00
01		Indoor Environmental Mgmt	012671519460	INDOOREN	EOC MOLD MITGDN POST					654.00
01		Inline Custom Services	012671519460	INLINE	FIX WINDOW/TOILET SO					591.00
01		Redwire	012671519460	REDWIRE	C#WIM1414 ANNEX SERV					700.00
01		Advanced Business Systems	012671519461	ADVBUSIN	C#CT2165-01 COURT AN					299.08
				COUNT 19						91.18
01	2780	Duke Energy	012780515430	DUKE	A#910085450746 PLANN					173.39
01		Toshiba Financial Service	012780515441	TOSHIBA5	A#0251689390000 PLAN					199.10
				COUNT 2						
01	2781	Senior Citizens Center	012781519882	JEFFSENC	FY2022-2023 FUNDING					30,000.00
				COUNT 1						
01	3440	RCC INSPECTIONS LLC	013440524310	RCCINSPE	CONTRACTURAL SERVICE					500.00
01		Duke Energy	013440524430	DUKE	A#910085450746 BUILD					262.18
01		Duke Energy	013440524430	DUKE	A#910085450746 BUILD					173.39
01		Toshiba Financial Service	013440524441	TOSHIBA5	A#0251689390000 BUILD					158.00
01		iworq	013440524520	IWORQ	CONTRACTURAL SERV FY					4,000.00
01		ODP BUSINESS SOLUTIONS,LL	013440524520	ODPBUSIN	STAPLER TONER CARDST					149.12
01		Jefferson Co. Road Dept.	013440524521	RDEPT	SEPT 22 BUILDING DPT					314.95
				COUNT 7						
01	4212	City of Monticello	014212562120	CITYMONT	INTERLOCAL AGREEMENT					351.00
01		Animal Medical Clinic*	014212562310	ANIMALCL	FERAL CAT HATCHETT R					45.00
				COUNT 2						
01	4216	City of Monticello	014216534430	CITYMONT	A#00050125 1475 S JE					8.11
				COUNT 1						
01	4217	ADAPCO, Inc.	014217534460	ADAPCO	CHEMICAL TANK CAP					87.10
01		GCLMONTICELLO	014217534524	GCLMONTI	CLEANING SUPPLIES					23.44
				COUNT 2						
01	6101	CenturyLink	016101572410	CENTLINK	A#463021743 REC PARK					177.73
01		City of Monticello	016101572430	CITYMONT	A#00020119 REC PARK					22.60
01		Duke Energy	016101572430	DUKE	A#9300000012968 REC P					456.47

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	6212	City of Monticello COLLABORATIVE SUMMER	016212571430 016212571662	CITYMONT COLLABOR	A#00010166 375 S WAT SUMMER READING 2023					207.22 55.32
				COUNT 3						
01	6213	Campbell's Plumbing, LLC	016213571460	CAMPBELL	SERVICE CALL					95.00
01		Advanced Business Systems	016213571461	ADVBSIN	C#CT2162-01 LIBRY PR					20.11
01		Amazon Business	016213571520	AMAZONBU	MASKS					744.92
01		Amazon Business	016213571520	AMAZONBU	GUINEA PIG FOOD					21.99
01		Amazon Business	016213571520	AMAZONBU	PROGRAMMING & COFFEE					310.20
01		Amazon Business	016213571520	AMAZONBU	CARD HOLDER/SANITATI					36.45
01		Amazon Business	016213571525	AMAZONBU	DOCKING STATIONS					527.24
01		Amazon Business	016213571525	AMAZONBU	POWER STATIONS					1.261.69
01		Amazon Business	016213571525	AMAZONBU	PRINTER FILAMENT					49.58
01		Amazon Business	016213571525	AMAZONBU	3D PRINTER					399.00
01		Amazon Business	016213571525	AMAZONBU	KEYBOARDS					711.34
01		Verizon Wireless	016213571525	VERIZONW	A#84247594500001 LB					3.724.41
01		Panhandle Library	016213571540	PANHANI	PLAN MEMBERSHIP 2022					3.500.00
01		Dollywood Foundation	016213571660	DOLLYWO	IMAGINATION LIBRARY					95.60
01		Ingram Library Services	016213571660	INGRAM	BOOKS					1.900.56
01		Ingram Library Services	016213571660	INGRAM	BOOKS					418.38
01		Ingram Library Services	016213571660	INGRAM	BOOKS					14.73
01		Ingram Library Services	016213571660	INGRAM	BOOKS					154.68
01		Ingram Library Services	016213571660	INGRAM	BOOKS					122.44
01		Ingram Library Services	016213571660	INGRAM	BOOKS					17.31
01		Ingram Library Services	016213571660	INGRAM	BOOKS					31.44
01		Ingram Library Services	016213571660	INGRAM	BOOKS					19.28
				COUNT 2						
01	6302	Toshiba Financial Service	016302537441	TOSHIBA5	A#0251689390000 EXTE					337.60
01		Advanced Business Systems	016302537510	ADVBSIN	C#CT3324-01 JCEO					79.38
				COUNT 2						
01	9999	EMCOR SERVICES-MECHANICAL	019999511990	EMCORSER	REPAIR SHERIFF OFF B					62.445.30
				COUNT 1						
11	4102	Cintas	114102541341	CINTAS	C#19616374 UNIFORM R					130.97
11		Cintas	114102541341	CINTAS	C#19616374 UNIFORM R					130.97
11		Odor's Lawn Care & Tree	114102541341	ODOMLAWN	TIRE REMOVAL PATTON					350.00
11		Odor's Lawn Care & Tree	114102541341	ODOMLAWN	TIRE REMOVAL ST AUGU					950.00
11		Vector Security	114102541341	VECTOR	A#6478853 MONTHLY SE					36.02
11		CenturyLink	114102541410	CENTLINK	A#312168304 ROAD DEP					981.96
11		City of Monticello	114102541430	CITYMONT	A#00050112 1484 S JE					99.38
11		Duke Energy	114102541430	DUKE	A#910085448247 95 E					357.82
11		Potty Man Portables	114102541430	POTTYMAN	PORTALET RENTAL					95.00
11		Toshiba Financial Service	114102541441	TOSHIBA5	A#0251689390000 ROAD					172.10
11		John Deere Credit*	114102541442	JOHNDEEC	A#03000069829000 GRAD					25.598.45



FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	John Deere Credit*	114102541442	JOHNDEEC	A#0300069828000 GRAD					25,598.44
11		Neece Tire & Auto Service	114102541462	NEECE	REPAIRS ON UNIT #105					761.55
11		Neece Tire & Auto Service	114102541462	NEECE	TIRE REPAIR DUMP TRU					313.90
11		Nextran Truck Centers	114102541462	NEXTRAN	REPAIR SWITCH KIT #1					814.44
11		Nextran Truck Centers	114102541462	NEXTRAN	REPAIR AIR HOSE #105					203.02
11		Rush Truck Center	114102541462	RUSHTRUC	REPAIR #86					424.93
11		Monticello Carquest Inc.	114102541463	MONTCARQ	C#132 HYDRAULIC HOSE					124.86
11		SMALL ENGINE WAREHOUSE	114102541463	MONTCARQ	HEADLAMP BULBS #105					60.15
11		Office Depot*	114102541510	SWALLENG	KAWASAKI ENGINE GH 0					1,988.99
11		Office Depot*	114102541510	OFFDEP	COPY PAPER & LABEL M					1,101.18
11		First Call Truck Parts	114102541520	OFFDEP	CYBERPOWER STANDBY U					79.09
11		GCLMONTICELLO	114102541520	FIRSTCAL	BULK GALLON DEF					579.87
11		Safety-Kleen Systems, Inc	114102541520	GCLMONTI	AMMONIA					1.69
11		ELI ROBERTS & SONS	114102541521	SAFETYKL	PARTS & WASHER SOLVA					49.68
11		ELI ROBERTS & SONS	114102541521	ELIROB	UNLEADED GAS					6,802.28
11			114102541521	ELIROB	DIESEL					25,808.61
COUNT 27										
14	3101	Legal Svcs of N.Florida	143101521440	LEGALSER	LSNF FY21/22 04 25%					509.00
14		JEFFERSON COUNTY SHERIFF	143101521540	JCSOVISA	11/22 NENA CONF TRAI					175.00
14		JEFFERSON COUNTY SHERIFF	143101521540	JCSOVISA	11/22 NENA CONF HOTE					900.00
14		JESSE LOVETT	143101521540	LOVETT	11/22 NENA CONF PER					120.00
14		Jeff Cnty Sheriff's Office	143101521930	JEFFCOSH	PROF LIAB & VEH INS					181,681.86
14		L3HARRIS TECHNOLOGIES INC	143101521931	L3HARRIS	8-10/22 RADIO ACCESS					4,074.00
14		Williams Communications	143101521931	WILLCOMM	CHANGE ORDER CAR CHA					536.50
14		Jeff Cnty Sheriff's Office	143101521933	JEFFCOSH	FY23 RQ1 TRAFFIC PRO					106,000.00
COUNT 8										
18	4102	City of Monticello	184102541315	CITYMONT	22 BOND PROCEEDS CIT					521,000.00
18		Conrad Velvington Distrib	184102541631	CONRADYE	ST AUGUSTINE ROAD BA					4,550.63
18		Conrad Velvington Distrib	184102541631	CONRADYE	ST AUGUSTINE ROAD BA					3,473.24
18		Conrad Velvington Distrib	184102541631	CONRADYE	ST AUGUSTINE ROAD BA					4,011.28
18		Conrad Velvington Distrib	184102541631	CONRADYE	ST AUGUSTINE ROAD BA					5,001.24
18		Conrad Velvington Distrib	184102541631	CONRADYE	LAFITTE RD ROAD BASE					3,827.26
18		Conrad Velvington Distrib	184102541631	CONRADYE	LAFITTE RD ROAD BASE					4,788.29
18		Conrad Velvington Distrib	184102541631	CONRADYE	LAFITTE RD ROAD BASE					3,743.29
18		Conrad Velvington Distrib	184102541631	CONRADYE	ST AUGUSTINE ROAD BA					3,705.19
COUNT 9										
19	3211	CenturyLink	193211522430	CENTLINK	A#444093705 JCFR INT					53.94
19		City of Monticello	193211522430	CITYMONT	A#00050135 57 MARTIN					16.90
19		City of Monticello	193211522430	CITYMONT	A#00050133 57 MARTIN					54.22
19		Toshiba Financial Service	193211522441	TOSHIBA4	A#0151483084000					110.00
19		Big Bend Tire	193211522462	BIGBENT	OIL CHANGE CHIEF					47.50
19		CurtisMorganGarageInc	193211522462	CURTISMO	SQUAD 1 THERMOSTAT					115.50
19		CurtisMorganGarageInc	193211522463	CURTISMO	SQUAD 1 THERMOSTAT					44.84
19		TRI-COUNTY ELECTRIC COOPE	193211522623	TRICOUNT	A#87301001001 AVFD					38.33

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
22	4212	Restoration Assistance	224212534315	RESTORAT	SEPT 22 TYSON RD MAI					2 250.00
22		Aucilla Area Solid Waste	224212534340	AUCILLAA	SEPT 22 TIPPING FEES					33,784.92
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U					156.54
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 EMPLOYEE U					158.74
22		CenturyLink	224212534410	CENTLINK	A#461036495					92.85
22		Kent Bass	224212534440	BASSKENT	10-12/22 FULFORD LEA					1,500.00
22		Mitchell L. McElroy	224212534440	MCELROYM	10-12/22 NASH STIE L					600.00
22		Walker & Sons	224212534440	WALKER&S	10-12/22 BASSETT LEA					450.00
22		Toshiba Financial Service	224212534441	TOSHIBAS	A#0251689390000 SLD					118.00
22		Tower Compactor Rentals	224212534441	TOWERCOM	MAIN YARD COMPACTOR					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	NEW MONTICELLO COMPA					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	NASH COMPACTOR					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	WACISSA COMPACTOR					949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	FULFORD COMPACTOR					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	AUCILLA COMPACTOR					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	LLOYD COMPACTOR					474.97
22		Keaton Tire Repair	224212534462	KEATONTI	TIRE REPAIR R-2					949.94
22		Keaton Tire Repair	224212534462	KEATONTI	REAR END SEAL R-2					200.00
22		Monticello Carquest Inc.	224212534463	MONTICARQ	C#263 FUSE FL-1					290.00
22		Monticello Carquest Inc.	224212534463	MONTICARQ	C#263 G-2 BULK HOSE					9.89
22		Petersen Industries, Inc.	224212534463	PETERSEN	ROCKER SWITCH G-2					35.95
22		Mobile Communications	224212534520	MOBILECO	FLEET GPS					69.09
22		Monticello Carquest Inc.	224212534521	MONTICARQ	C#263 HYDRAULIC OIL					374.25
22										378.48
26	6214	Amazon Business	266214571520	AMAZONBU	JCLA SUPPLIES					330.44
28	3211	Tommy Arthur	283211526150	ARTHURTO	10/22 SPEC EVNT PAY					540.00
28		Nicholas Buzbee	283211526150	BUZBEENI	10/22 SPEC EVNT PAY					540.00
28		CenturyLink	283211526430	CENTLINK	A#444093705 JCPR INT					53.95
28		City of Monticello	283211526430	CITYMONT	A#00050135 57 MARTIN					16.90
28		City of Monticello	283211526430	CITYMONT	A#00050133 57 MARTIN					54.23
28		Toshiba Financial Service	283211526441	TOSHIBA4	A#0151483094000					110.00
28		Big Bend Tire	283211526462	BIGBENT1	OIL CHANGE CHIEF					47.50
28		Boundtree Medical, LLC	283211526522	BOUNDTRE	EPINEPHRINE					254.38
28		Jones Welding & Industria	283211526522	JONESWEL	OXYGEN					183.30
29	2781	ktcreative, LLC	292781519340	KTCREATI	EXP MONTICELLO WEB D					1,200.00

\*\*\* END OF REPORT \*\*\*

General Fund

- 1947 SCRAP
- 1948 SCOP
- 1949 CIGP
- 2101 BOCC
- 2102 Coordinator
- 2103 County Attorney
- 2104 County Administrative
- 2211 Property Appraiser
- 2212 Tax Deed
- 2320 Clerk
- 2322 Circuit Court
- 2324 County Court
- 2332 State Attorney
- 2333 Public Defender
- 2440 Supervisor of Elections
- 2670 Courthouse
- 2671 Admin Buildings
- 2780 Planning Dept
- 2781 Industrial Development
- 3102 Veterans Affairs
- 3440 Building Dept
- 3990 Medical Examiner
- 4212 Animal Control
- 4216 Mosquito Control-Local
- 4217 Mosquito Control-State
- 6101 Recreation
- 6212 Library-Local
- 6213 Library-State
- 6302 Extension

Fund 11

- 4102 Road Dept

Fund 12

- 0018 CDBG

Fund 14

- 3101 Sheriff

Fund 19

- 3211 Fire Rescue

Fund 22

- 4212 Solid Waste

Fund 23

- 2911 E911

Fund 26

- 6214 Literacy

Fund 28

- 3211 EMS

REPORT DATE 10/28/2022  
SYSTEM DATE 10/28/2022  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 1  
TIME 13:35:37  
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000		CASH-CHECKING-GEN. FUND				
ADAPCO, Inc.	11/03/2022	-	133078	10/13/2022	VR 01110322-037	CHEMICAL TANK CAP	87.10	.00
CHECK TO VENDOR==>VENDOR ADAPCO ADAPCO, Inc.							TOTALS	87.10 .00
Advanced Business System	11/03/2022	-	408595	09/27/2022	VR 01110322-002	C#CT2162-01 LIBRY PRINTER	20.11	.00
Advanced Business System	11/03/2022	-	409728	10/12/2022	VR 01110322-073	C#CT2166-01 COURTHOUSE	64.63	.00
Advanced Business System	11/03/2022	-	409731	10/12/2022	VR 01110322-074	C#CT3324-01 JCEO	79.38	.00
Advanced Business System	11/03/2022	-	410007	10/18/2022	VR 01110322-087	C#CT2165-01 COURT ANNEX	91.18	.00
Advanced Business System	11/03/2022	-	410008	10/18/2022	VR 01110322-088	C#CT3409-01 SOE	31.15	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems							TOTALS	286.45 .00
Amazon Business	11/03/2022	-	CWXT96H6	10/13/2022	VR 01110322-049	POWER STATIONS	1261.69	.00
Amazon Business	11/03/2022	-	KTKK36Y9	10/13/2022	VR 01110322-050	PRINTER FILAMENT	49.58	.00
Amazon Business	11/03/2022	-	PTXRJDOR	10/05/2022	VR 01110322-047	GUINEA PIG FOOD	21.99	.00
Amazon Business	11/03/2022	-	TJQ4J6MT	10/15/2022	VR 01110322-053	CARD HOLDER/SANITATION	36.45	.00
Amazon Business	11/03/2022	-	TJQ47WDC	10/15/2022	VR 01110322-052	3D PRINTER	399.00	.00
Amazon Business	11/03/2022	-	TXYX47HC	09/08/2022	VR 01110322-004	MASKS	744.92	.00
Amazon Business	11/03/2022	-	WWJNKPHG	10/14/2022	VR 01110322-051	PROGRAMMING & COFFEE	310.20	.00
Amazon Business	11/03/2022	-	YHDXQYTY	10/12/2022	VR 01110322-048	DOCKING STATIONS	527.24	.00
Amazon Business	11/03/2022	-	Y4JRQG3N	10/17/2022	VR 01110322-054	KEYBOARDS	711.34	.00
CHECK TO VENDOR==>VENDOR AMAZONBU Amazon Business							TOTALS	4062.41 .00
Animal Medical Clinic*	11/03/2022	-	349518	10/04/2022	VR 01110322-076	FERAL CAT HATCHETT RD	45.00	.00
CHECK TO VENDOR==>VENDOR ANIMALCL Animal Medical Clinic*							TOTALS	45.00 .00
ARTEZIA WATER	11/03/2022	-	0564018	10/24/2022	VR 01110322-100	A#302577 WATER SERVICE PD	13.25	.00
CHECK TO VENDOR==>VENDOR ARTEZIA ARTEZIA WATER							TOTALS	13.25 .00
Tommy Arthur	11/03/2022	-	RODEQSEP	10/24/2022	VR 28110322-137	10/22 SPEC EVNT PAY RODEO	540.00	.00
CHECK TO VENDOR==>VENDOR ARTHURTO Tommy Arthur							TOTALS	540.00 .00
Aucilla Area Solid Waste	11/03/2022	-	09302022	09/30/2022	VR 22110322-022	SEPT 22 TIPPING FEES	33784.92	.00
CHECK TO VENDOR==>VENDOR AUCILLAA Aucilla Area Solid Waste							TOTALS	33784.92 .00
Avenu Insights & Analyti	11/03/2022	-	VB039920	10/18/2022	VR 01110322-077	C#C100468 PACE HOST/SUPPO	2392.00	.00
CHECK TO VENDOR==>VENDOR AVENU Avenu Insights & Analytic							TOTALS	2392.00 .00
Kent Bass	11/03/2022	-	FY23Q1BS	10/01/2022	VR 22110322-117	10-12/22 FULFORD LEASE	1500.00	.00

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CHECK TO VENDOR==>VENDOR BASSKENT Kent Bass							TOTALS	1500.00	.00
Big Bend Tire	11/03/2022	-	505842	10/25/2022	VR 19110322-140	OIL CHANGE CHIEF	47.50	.00	
Big Bend Tire	11/03/2022	-	505842	10/25/2022	VR 28110322-139	OIL CHANGE CHIEF	47.50	.00	
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire							TOTALS	95.00	.00
BoundTree Medical, LLC	11/03/2022	-	64996288	10/25/2022	VR 28110322-143	EPINEPHRINE	254.38	.00	
CHECK TO VENDOR==>VENDOR BOUNDTRE BoundTree Medical, LLC							TOTALS	254.38	.00
Nicholas Buzbee	11/03/2022	-	RODEOSEP	10/24/2022	VR 28110322-138	10/22 SPEC EVNT PAY RODEO	540.00	.00	
CHECK TO VENDOR==>VENDOR BUZBEENI Nicholas Buzbee							TOTALS	540.00	.00
Campbell's Plumbing, LLC	11/03/2022	-	15391	09/24/2022	VR 01110322-003	SERVICE CALL	95.00	.00	
CHECK TO VENDOR==>VENDOR CAMPBPLU Campbell's Plumbing, LLC							TOTALS	95.00	.00
CenturyLink	11/03/2022	-	0922EMS	10/17/2022	VR 28110322-045	A#444093705 JCFR INTERNET	53.95	.00	
CenturyLink	11/03/2022	-	0922FIRE	10/17/2022	VR 19110322-044	A#444093705 JCFR INTERNET	53.94	.00	
CenturyLink	11/03/2022	-	1022ANEX	10/16/2022	VR 01110322-039	A#311176920 ANNEX	138.64	.00	
CenturyLink	11/03/2022	-	1022RECP	09/23/2022	VR 01110322-068	A#463021743 REC PARK	177.73	.00	
CenturyLink	11/03/2022	-	1022SCFL	10/01/2022	VR 01110322-067	A#311120982	60.00	.00	
CenturyLink	11/03/2022	-	1022SDWT	10/02/2022	VR 22110322-115	A#461036495	92.85	.00	
CenturyLink	11/03/2022	-	1022WCRV	10/02/2022	VR 01110322-114	A#461036495	123.09	.00	
CHECK TO VENDOR==>VENDOR CENTLINK CenturyLink							TOTALS	700.20	.00
City of Monticello	11/03/2022	-	09220009	10/19/2022	VR 01110322-015	A#00010009 1 COURTHOUSE	379.74	.00	
City of Monticello	11/03/2022	-	09220119	10/10/2022	VR 01110322-006	A#00020119 REC PARK	22.60	.00	
City of Monticello	11/03/2022	-	09220125	10/19/2022	VR 01110322-011	A#00050125 1475 S JEFF MQ	8.11	.00	
City of Monticello	11/03/2022	-	09220133	10/19/2022	VR 19110322-010	A#00050133 57 MARTIN RD	54.22	.00	
City of Monticello	11/03/2022	-	09220133	10/19/2022	VR 28110322-009	A#00050133 57 MARTIN RD	54.23	.00	
City of Monticello	11/03/2022	-	09220135	10/19/2022	VR 19110322-007	A#00050135 57 MARTIN FLSH	16.90	.00	
City of Monticello	11/03/2022	-	09220135	10/19/2022	VR 28110322-008	A#00050135 57 MARTIN FLSH	16.90	.00	
City of Monticello	11/03/2022	-	09220150	10/19/2022	VR 01110322-014	A#00010150 COURT ANNEX	30.02	.00	
City of Monticello	11/03/2022	-	09220166	10/19/2022	VR 01110322-017	A#00010166 375 S WATER	207.22	.00	
City of Monticello	11/03/2022	-	09220215	10/19/2022	VR 01110322-016	A#00010215 1175 W WASH	92.63	.00	
City of Monticello	11/03/2022	-	09220392	10/19/2022	VR 01110322-013	A#00010392 380 W DOGWOOD	47.98	.00	
City of Monticello	11/03/2022	-	09220409	10/19/2022	VR 01110322-012	A#00010409 1490 W WASH	27.58	.00	
City of Monticello	11/03/2022	-	09302022	10/13/2022	VR 01110322-036	INTERLOCAL AGREEMENT	351.00	.00	
City of Monticello	11/03/2022	-	2022BOND	10/20/2022	VR 18110322-113	22 BOND PROCEEDS CITY SHR	521000.00	.00	
CHECK TO VENDOR==>VENDOR CITYMONT City of Monticello							TOTALS	522309.13	.00
COLLABORATIVE SUMMER	11/03/2022	-	24414	10/14/2022	VR 01110322-055	SUMMER READING 2023 SUPPL	55.32	.00	
CHECK TO VENDOR==>VENDOR COLLABOR COLLABORATIVE SUMMER							TOTALS	55.32	.00

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Conrad Yelvington Distri	11/03/2022	-	1810511	10/10/2022	VR 18110322-109	LAFITTE RD ROAD BASE	3827.26	.00	
Conrad Yelvington Distri	11/03/2022	-	1811844	10/11/2022	VR 18110322-110	LAFITTE RD ROAD BASE	4788.29	.00	
Conrad Yelvington Distri	11/03/2022	-	1812035	10/12/2022	VR 18110322-111	LAFITTE RD ROAD BASE	3743.29	.00	
Conrad Yelvington Distri	11/03/2022	-	1812784	10/13/2022	VR 18110322-112	ST AUGUSTINE ROAD BASE	3705.19	.00	
Conrad Yelvington Distri	11/03/2022	-	1813846	10/17/2022	VR 18110322-107	ST AUGUSTINE ROAD BASE	4011.28	.00	
Conrad Yelvington Distri	11/03/2022	-	1815083	10/18/2022	VR 18110322-108	ST AUGUSTINE ROAD BASE	5001.24	.00	
Conrad Yelvington Distri	11/03/2022	-	1815482	10/19/2022	VR 18110322-105	ST AUGUSTINE ROAD BASE	4550.63	.00	
Conrad Yelvington Distri	11/03/2022	-	1816981	10/20/2022	VR 18110322-106	ST AUGUSTINE ROAD BASE	3473.24	.00	
CHECK TO VENDOR==>VENDOR CONRADYE Conrad Yelvington Distrib							TOTALS	33100.42	.00
CORE ROOFING SYSTEMS INC	11/03/2022	-	1671573	07/12/2022	VR 01110322-040	REPAIR ANNEX ROOF	654.00	.00	
CHECK TO VENDOR==>VENDOR COREROOF CORE ROOFING SYSTEMS INC							TOTALS	654.00	.00
CurtisMorganGarageInc	11/03/2022	-	17343	10/25/2022	VR 19110322-141	SQUAD 1 THERMOSTAT	115.50	.00	
CurtisMorganGarageInc	11/03/2022	-	17343	10/25/2022	VR 19110322-142	SQUAD 1 THERMOSTAT	44.84	.00	
CHECK TO VENDOR==>VENDOR CURTISMO CurtisMorganGarageInc							TOTALS	160.34	.00
State of Florida-DMS	11/03/2022	-	2P8128	10/17/2022	VR 01110322-019	A#215-8844 PHONE SAO	141.30	.00	
State of Florida-DMS	11/03/2022	-	2P8129	10/17/2022	VR 01110322-020	A#215-8844 SAO LONG DSTNC	2.10	.00	
CHECK TO VENDOR==>VENDOR DEPTMGMT State of Florida-DMS							TOTALS	143.40	.00
Dewberry Engineers, Inc.	11/03/2022	-	2189857	10/10/2022	VR 01110322-024	ASHVILLE HWY WIDEN/RESURF	7110.00	.00	
Dewberry Engineers, Inc.	11/03/2022	-	2189858	10/10/2022	VR 01110322-025	CASA BIANCA RD RESURFACNG	3883.00	.00	
Dewberry Engineers, Inc.	11/03/2022	-	2190311	10/14/2022	VR 01110322-023	CR259 OVER SCL RAILROAD	7622.55	.00	
CHECK TO VENDOR==>VENDOR DEWBERRY Dewberry Engineers, Inc.							TOTALS	18615.55	.00
Dollywood Foundation	11/03/2022	-	11222623	11/01/2022	VR 01110322-057	IMAGINATION LIBRARY 11/22	95.60	.00	
CHECK TO VENDOR==>VENDOR DOLLYWOO Dollywood Foundation							TOTALS	95.60	.00
Duke Energy	11/03/2022	-	0822BDAX	10/13/2022	VR 01110322-029	A#910085450746 BUILDING	262.18	.00	
Duke Energy	11/03/2022	-	0922BDAX	10/13/2022	VR 01110322-030	A#910085450746 BUILDING	173.39	.00	
Duke Energy	11/03/2022	-	0922CHST	10/13/2022	VR 01110322-033	A#910085448578 175 S CHER	32.89	.00	
Duke Energy	11/03/2022	-	0922CRTH	10/13/2022	VR 01110322-028	A#910085449537 COURTHOUSE	1214.02	.00	
Duke Energy	11/03/2022	-	0922ECS2	10/13/2022	VR 01110322-032	A#910085449272 175 S CHER	32.51	.00	

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Duke Energy	11/03/2022	-	0922EWNS	10/13/2022	VR 01110322-026	A#910085450879 BOCC	1948.00	.00
Duke Energy	11/03/2022	-	0922PLAX	10/13/2022	VR 01110322-031	A#910085450746 PLANNING	173.39	.00
Duke Energy	11/03/2022	-	0922RCPK	10/18/2022	VR 01110322-005	A#930000012968 REC PARK	456.47	.00
Duke Energy	11/03/2022	-	0922SOE	10/13/2022	VR 01110322-027	A#910085450324 SOE	494.63	.00
Duke Energy	11/03/2022	-	1022HSHS	10/24/2022	VR 01110322-101	A#910085448693 9943 S SAL	30.68	.00
CHECK TO VENDOR==>VENDOR DUKE Duke Energy TOTALS							4818.16	.00
ECB PUBLISHING INC	11/03/2022	-	24883	10/14/2022	VR 01110322-095	PHOTO AD	25.00	.00
ECB PUBLISHING INC	11/03/2022	-	24921	10/19/2022	VR 01110322-097	MEETING AD	113.95	.00
ECB PUBLISHING INC	11/03/2022	-	24923	10/19/2022	VR 01110322-096	MEETING AD	159.10	.00
ECB PUBLISHING INC	11/03/2022	-	24956	10/21/2022	VR 01110322-098	COUNTY MANAGER CLASSIFIED	323.60	.00
CHECK TO VENDOR==>VENDOR ECBPUB ECB PUBLISHING INC TOTALS							621.65	.00
EMCOR SERVICES-MECHANICA	11/03/2022	-	80018442	06/21/2022	VR 01110322-041	REPAIR SHERIFF OFF BOILER	62445.30	.00
CHECK TO VENDOR==>VENDOR EMCORSER EMCOR SERVICES-MECHANICAL TOTALS							62445.30	.00
GCLMONTICELLO	11/03/2022	-	125372	10/17/2022	VR 01110322-038	CLEANING SUPPLIES	23.44	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO TOTALS							23.44	.00
Gulf Consortium	11/03/2022	-	FY22/23	10/01/2022	VR 01110322-094	FY2022-2023 MEMBERSHIP	1764.00	.00
CHECK TO VENDOR==>VENDOR GULFCONS Gulf Consortium TOTALS							1764.00	.00
Indoor Environmental Mgm	11/03/2022	-	TLEA8306	10/13/2022	VR 01110322-099	EOC MOLD MITGTN POST TEST	591.00	.00
CHECK TO VENDOR==>VENDOR INDOOREN Indoor Environmental Mgmt TOTALS							591.00	.00
Ingram Library Services	11/03/2022	-	71938950	10/05/2022	VR 01110322-059	BOOKS	418.38	.00
Ingram Library Services	11/03/2022	-	71938951	10/05/2022	VR 01110322-060	BOOKS	14.73	.00
Ingram Library Services	11/03/2022	-	72055631	10/12/2022	VR 01110322-061	BOOKS	154.68	.00
Ingram Library Services	11/03/2022	-	72055632	10/12/2022	VR 01110322-062	BOOKS	122.44	.00
Ingram Library Services	11/03/2022	-	72055633	10/12/2022	VR 01110322-063	BOOKS	17.31	.00
Ingram Library Services	11/03/2022	-	72152837	10/18/2022	VR 01110322-064	BOOKS	31.44	.00
Ingram Library Services	11/03/2022	-	72152838	10/18/2022	VR 01110322-065	BOOKS	19.28	.00
Ingram Library Services	11/03/2022	-	72152839	10/18/2022	VR 01110322-058	BOOKS	1900.56	.00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOTALS							2678.82	.00
Inline Custom Services	11/03/2022	-	11727	10/20/2022	VR 01110322-066	FIX WINDOW/TOILET SOE	700.00	.00
CHECK TO VENDOR==>VENDOR INLINE Inline Custom Services TOTALS							700.00	.00
iWorQ	11/03/2022	-	198832	10/03/2022	VR 01110322-075	CONTRACTURAL SERV FY22/23	4000.00	.00

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CHECK TO VENDOR==>VENDOR IWORQ iWorQ							TOTALS 4000.00	.00
JEFFERSON COUNTY SHERIFF	11/03/2022	-	NENAHOTL	10/21/2022	VR 14110322-104	11/22 NENA CONF HOTEL	900.00	.00
JEFFERSON COUNTY SHERIFF	11/03/2022	-	NENATF	10/21/2022	VR 14110322-103	11/22 NENA CONF TRAIN FEE	175.00	.00
CHECK TO VENDOR==>VENDOR JCSOVISA JEFFERSON COUNTY SHERIFF							TOTALS 1075.00	.00
Jeff Cnty Sheriff's Offi	11/03/2022	-	FY23R1TP	10/17/2022	VR 14110322-146	FY23 RQ1 TRAFFIC PROGRAM	106000.00	.00
Jeff Cnty Sheriff's Offi	11/04/2022	-	FY23RTFD	10/28/2022	VR 14110422-001	PROF LIAB & VEH INS FY23	181681.86	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic							TOTALS 287681.86	.00
Senior Citizens Center	11/03/2022	-	FY22/23	10/25/2022	VR 01110322-093	FY2022-2023 FUNDING	30000.00	.00
CHECK TO VENDOR==>VENDOR JEFFSENC Senior Citizens Center							TOTALS 30000.00	.00
Jones Welding & Industri	11/03/2022	-	VM44885	10/13/2022	VR 28110322-144	OXYGEN	183.30	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria							TOTALS 183.30	.00
Keaton Tire Repair	11/03/2022	-	848488	10/05/2022	VR 22110322-130	TIRE REPAIR R-2	200.00	.00
Keaton Tire Repair	11/03/2022	-	848491	10/12/2022	VR 22110322-131	REAR END SEAL R-2	290.00	.00
CHECK TO VENDOR==>VENDOR KEATONTI Keaton Tire Repair							TOTALS 490.00	.00
ktcreative, LLC	11/03/2022	-	3814	10/09/2022	VR 29110322-145	EXP MONTICELLO WEB DESIGN	1200.00	.00
CHECK TO VENDOR==>VENDOR KTCREATI ktcreative, LLC							TOTALS 1200.00	.00
Legal Svcs of N.Florida	11/03/2022	-	Q4-22	10/03/2022	VR 14110322-035	LSNF FY21/22 Q4 25% REV	509.00	.00
CHECK TO VENDOR==>VENDOR LEGALSER Legal Svcs of N.Florida							TOTALS 509.00	.00
JESSE LOVETT	11/03/2022	-	1122NENA	10/21/2022	VR 14110322-102	11/22 NENA CONF PER DIEM	120.00	.00
CHECK TO VENDOR==>VENDOR LOVETT JESSE LOVETT							TOTALS 120.00	.00
CenturyLink	11/03/2022	-	12529575	10/12/2022	VR 01110322-072	A#90902538 BOCC	167.79	.00
CenturyLink	11/03/2022	-	12673866	10/16/2022	VR 01110322-091	A#91296824	452.87	.00
CHECK TO VENDOR==>VENDOR LUMEN CenturyLink							TOTALS 620.66	.00
L3HARRIS TECHNOLOGIES IN	11/03/2022	-	93397705	10/18/2022	VR 14110322-046	8-10/22 RADIO ACCESS FEES	4074.00	.00
CHECK TO VENDOR==>VENDOR L3HARRIS L3HARRIS TECHNOLOGIES INC							TOTALS 4074.00	.00



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Mitchell L. McElroy	11/03/2022	-	FY23Q1ME	10/01/2022	VR 22110322-118	10-12/22 NASH SITE LEASE	600.00	.00
CHECK TO VENDOR==>VENDOR MCELROYM Mitchell L. McElroy							TOTALS	600.00 .00
Mobile Communications	11/03/2022	-	70022439	10/06/2022	VR 22110322-128	FLEET GPS	314.25	.00
CHECK TO VENDOR==>VENDOR MOBILECO Mobile Communications							TOTALS	314.25 .00
Monticello Carquest Inc.	11/03/2022	-	38265456	10/07/2022	VR 22110322-132	C#263 FUSE FL-1	9.89	.00
Monticello Carquest Inc.	11/03/2022	-	38265574	10/10/2022	VR 22110322-133	C#263 HYDRAULIC OIL FLEET	378.48	.00
Monticello Carquest Inc.	11/03/2022	-	38266038	10/17/2022	VR 22110322-134	C#263 G-2 BULK HOSE FITNG	35.95	.00
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	424.32 .00
ODP BUSINESS SOLUTIONS,L	11/03/2022	-	23729542	09/30/2022	VR 01110322-071	STAPLER TONER CARDSTOCK	149.12	.00
CHECK TO VENDOR==>VENDOR ODPBUSIN ODP BUSINESS SOLUTIONS,LL							TOTALS	149.12 .00
Panhandle Library	11/03/2022	-	PALC167	10/01/2022	VR 01110322-056	PLAN MEMBERSHIP 2022/2023	3500.00	.00
CHECK TO VENDOR==>VENDOR PANHANLI Panhandle Library							TOTALS	3500.00 .00
Petersen Industries, Inc	11/03/2022	-	180518	10/05/2022	VR 22110322-129	ROCKER SWITCH G-2	69.09	.00
CHECK TO VENDOR==>VENDOR PETERSEN Petersen Industries, Inc							TOTALS	69.09 .00
Quadient Leasing USA Inc	11/03/2022	-	N9638914	10/19/2022	VR 01110322-090	C#00777345 LEASE	349.25	.00
CHECK TO VENDOR==>VENDOR QUADLEAS Quadient Leasing USA Inc							TOTALS	349.25 .00
RCC INSPECTIONS LLC	11/03/2022	-	2022-23	10/06/2022	VR 01110322-070	CONTRACTURAL SERVICES	500.00	.00
CHECK TO VENDOR==>VENDOR RCCINSPE RCC INSPECTIONS LLC							TOTALS	500.00 .00
Jefferson Co. Road Dept.	11/03/2022	-	0922BLDG	10/03/2022	VR 01110322-034	SEPT 22 BUILDING DPT FUEL	314.95	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.							TOTALS	314.95 .00
Redwire	11/03/2022	-	457798	10/25/2022	VR 01110322-089	C#W1M1414 ANNEX SERVICES	299.08	.00
CHECK TO VENDOR==>VENDOR REDWIRE Redwire							TOTALS	299.08 .00
Restoration Assistance	11/03/2022	-	AI202209	09/30/2022	VR 22110322-018	SEPT 22 TYSON RD MAINT	2250.00	.00
CHECK TO VENDOR==>VENDOR RESTORAT Restoration Assistance							TOTALS	2250.00 .00
Keith Roddenberry	11/03/2022	-	095686	10/21/2022	VR 01110322-078	LAWN SERVICE	50.00	.00
CHECK TO VENDOR==>VENDOR RODDENBE Keith Roddenberry							TOTALS	50.00 .00

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Santander Leasing LLC	11/03/2022	-	2844651	10/03/2022	VR 01110322-042	C#002-0024928-000 LATE FE	1644.05	.00
CHECK TO VENDOR==>VENDOR SANTANDE Santander Leasing LLC TOTALS							1644.05	.00
Toshiba Financial Servic	11/03/2022	-	32647319	10/17/2022	VR 19110322-135	A#0151483084000	110.00	.00
Toshiba Financial Servic	11/03/2022	-	32647319	10/17/2022	VR 28110322-136	A#0151483084000	110.00	.00
CHECK TO VENDOR==>VENDOR TOSHIBA4 Toshiba Financial Service TOTALS							220.00	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-079	A#0251689390000 COURTHOUS	692.20	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-080	A#0251689390000 CNTY JUDG	19.00	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-081	A#0251689390000 PLANNING	199.10	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-082	A#0251689390000 BUILDING	158.00	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-083	A#0251689390000 EXTENSION	337.60	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-084	A#0251689390000 ANNEX	49.00	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 01110322-086	A#0251689390000 FEES	145.49	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 22110322-085	A#0251689390000 SLD WASTE	118.00	.00
CHECK TO VENDOR==>VENDOR TOSHIBA5 Toshiba Financial Service TOTALS							1718.39	.00
Tower Compactor Rentals	11/03/2022	-	2216585	10/01/2022	VR 22110322-119	MAIN YARD COMPACTOR	474.97	.00
Tower Compactor Rentals	11/03/2022	-	2216586	10/01/2022	VR 22110322-120	NEW MONTICELLO COMPACTOR	474.97	.00
Tower Compactor Rentals	11/03/2022	-	2216587	10/01/2022	VR 22110322-121	NASH COMPACTOR	949.94	.00
Tower Compactor Rentals	11/03/2022	-	2216602	10/01/2022	VR 22110322-122	WACISSA COMPACTOR	474.97	.00
Tower Compactor Rentals	11/03/2022	-	2216614	10/01/2022	VR 22110322-123	FULFORD COMPACTOR	474.97	.00
Tower Compactor Rentals	11/03/2022	-	2216615	10/01/2022	VR 22110322-124	AUCILLA COMPACTOR	474.97	.00
Tower Compactor Rentals	11/03/2022	-	2216620	10/01/2022	VR 22110322-125	LLOYD COMPACTOR	949.94	.00
CHECK TO VENDOR==>VENDOR TOWERCOM Tower Compactor Rentals TOTALS							4274.73	.00
TRI-COUNTY ELECTRIC COOP	11/03/2022	-	09221001	10/13/2022	VR 19110322-043	A#87301001001 AVFD	38.33	.00
CHECK TO VENDOR==>VENDOR TRICOUNT TRI-COUNTY ELECTRIC COOPE TOTALS							38.33	.00
UniFirst Corporation	11/03/2022	-	50015180	10/06/2022	VR 22110322-126	C#1237569 EMPLOYEE UNIFOR	156.54	.00
UniFirst Corporation	11/03/2022	-	50015182	10/06/2022	VR 01110322-092	C#1311916 COURTHOUSE SUPP	204.36	.00
UniFirst Corporation	11/03/2022	-	50015685	10/13/2022	VR 22110322-127	C#1237569 EMPLOYEE UNIFOR	158.74	.00
UniFirst Corporation	11/03/2022	-	50016078	10/20/2022	VR 01110322-069	C#1311916 COURTHOUSE SUPP	241.10	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation TOTALS							760.74	.00
Verizon Wireless	11/03/2022	-	17172702	10/01/2022	VR 01110322-001	A#84247594500001 LB HOTSP	3724.41	.00
CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS							3724.41	.00
Walker & Sons	11/03/2022	-	FY23Q1WS	10/01/2022	VR 22110322-116	10-12/22 BASSETT LEASE	450.00	.00
CHECK TO VENDOR==>VENDOR WALKER&S Walker & Sons TOTALS							450.00	.00
Williams Communications	11/03/2022	-	66287CO	10/19/2022	VR 14110322-021	CHANGE ORDER CAR CHARGERS	536.50	.00

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						CHECK TO VENDOR==>VENDOR WILLCOMM Williams Communications	TOTALS 536.50	.00
						CASH ACCOUNT # 011010000	TOTALS 1045312.87	.00
						BANK ACCOUNT # 0101001611	TOTALS 1045312.87	.00

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CASH CODE-08008		G/L CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
CenturyLink	11/03/2022	-	1022RDDP	10/16/2022	VR 11110322-025	A#312168304 ROAD DEPT	981.96	.00
			CHECK TO VENDOR==>VENDOR CENTLINK			CenturyLink TOTALS	981.96	.00
Cintas	11/03/2022	-	33898173	10/11/2022	VR 11110322-009	C#19616374 UNIFORM RENTAL	130.97	.00
Cintas	11/03/2022	-	34594902	10/18/2022	VR 11110322-014	C#19616374 UNIFORM RENTAL	130.97	.00
			CHECK TO VENDOR==>VENDOR CINTAS			Cintas TOTALS	261.94	.00
City of Monticello	11/03/2022	-	09220112	10/19/2022	VR 11110322-027	A#00050112 1484 S JEFFERS	99.38	.00
			CHECK TO VENDOR==>VENDOR CITYMONT			City of Monticello TOTALS	99.38	.00
Duke Energy	11/03/2022	-	0922CAPP	10/19/2022	VR 11110322-026	A#910085448247 95 E CAPPs	357.82	.00
			CHECK TO VENDOR==>VENDOR DUKE			Duke Energy TOTALS	357.82	.00
ELI ROBERTS & SONS	11/03/2022	-	407189	10/18/2022	VR 11110322-023	UNLEADED GAS	6802.28	.00
ELI ROBERTS & SONS	11/03/2022	-	407189B	10/18/2022	VR 11110322-024	DIESEL	25808.61	.00
			CHECK TO VENDOR==>VENDOR ELIROB			ELI ROBERTS & SONS TOTALS	32610.89	.00
First Call Truck Parts	11/03/2022	-	119295	10/24/2022	VR 11110322-006	BULK GALLON DEF	579.87	.00
			CHECK TO VENDOR==>VENDOR FIRSTCAL			First Call Truck Parts TOTALS	579.87	.00
GCLMONTICELLO	11/03/2022	-	125141	10/12/2022	VR 11110322-013	AMMONIA	1.69	.00
			CHECK TO VENDOR==>VENDOR GCLMONTI			GCLMONTICELLO TOTALS	1.69	.00
John Deere Credit*	11/03/2022	-	2704935	10/16/2022	VR 11110322-017	A#0300069828000 GRADER#94	25598.44	.00
John Deere Credit*	11/03/2022	-	2704936	10/16/2022	VR 11110322-016	A#0300069829000 GRADER#90	25598.45	.00
			CHECK TO VENDOR==>VENDOR JOHNDEEC			John Deere Credit* TOTALS	51196.89	.00
Monticello Carquest Inc.	11/03/2022	-	38266167	10/19/2022	VR 11110322-019	C#132 HYDRAULIC HOSE #67	124.86	.00
			CHECK TO VENDOR==>VENDOR MONTCARQ			Monticello Carquest Inc. TOTALS	124.86	.00
Neece Tire & Auto Servic	11/03/2022	-	20025383	10/21/2022	VR 11110322-001	REPAIRS ON UNIT#105	761.55	.00
Neece Tire & Auto Servic	11/03/2022	-	20224958	10/10/2022	VR 11110322-003	TIRE REPAIR DUMP TRUCK	313.90	.00
			CHECK TO VENDOR==>VENDOR NEECE			Neece Tire & Auto Service TOTALS	1075.45	.00
Nextran Truck Centers	11/03/2022	-	21P20046	10/17/2022	VR 11110322-018	HEADLAMP BULBS #105	60.15	.00
Nextran Truck Centers	11/03/2022	-	21W4182	10/12/2022	VR 11110322-012	REPAIR AIR HOSE #105	203.02	.00

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Nextran Truck Centers	11/03/2022	-	21W4221	10/12/2022	VR 11110322-011	REPAIR SWITCH KIT #107	814.44	.00	
CHECK TO VENDOR==>VENDOR NEXTRAN Nextran Truck Centers							TOTALS	1077.61	.00
Odom's Lawn Care & Tree	11/03/2022	-	22	10/17/2022	VR 11110322-004	TIRE REMOVAL PATTON RD	350.00	.00	
Odom's Lawn Care & Tree	11/03/2022	-	23	10/17/2022	VR 11110322-005	TIRE REMOVAL ST AUGUSTINE	950.00	.00	
CHECK TO VENDOR==>VENDOR ODOMLAWN Odom's Lawn Care & Tree							TOTALS	1300.00	.00
Office Depot*	11/03/2022	-	11538001	10/17/2022	VR 11110322-021	CYBERPOWER STANDBY UPS	79.09	.00	
Office Depot*	11/03/2022	-	41614001	10/19/2022	VR 11110322-020	COPY PAPER & LABEL MAKER	101.18	.00	
CHECK TO VENDOR==>VENDOR OFFDEP Office Depot*							TOTALS	180.27	.00
Potty Man Portables	11/03/2022	-	106270	10/21/2022	VR 11110322-015	PORTALET RENTAL	95.00	.00	
CHECK TO VENDOR==>VENDOR POTTYMAN Potty Man Portables							TOTALS	95.00	.00
Rush Truck Center	11/03/2022	-	29823033	10/21/2022	VR 11110322-007	REPAIR #86	424.93	.00	
CHECK TO VENDOR==>VENDOR RUSHTRUC Rush Truck Center							TOTALS	424.93	.00
Safety-Kleen Systems, In	11/03/2022	-	15576651	10/06/2022	VR 11110322-022	PARTS & WASHER SOLVANT	49.68	.00	
CHECK TO VENDOR==>VENDOR SAFETYKL Safety-Kleen Systems, Inc							TOTALS	49.68	.00
SMALL ENGINE WAREHOUSE	11/03/2022	-	108976	10/24/2022	VR 11110322-002	KAWASAKI ENGINE GH 0 TURN	1988.99	.00	
CHECK TO VENDOR==>VENDOR SMALLENG SMALL ENGINE WAREHOUSE							TOTALS	1988.99	.00
Toshiba Financial Servic	11/03/2022	-	32605525	10/10/2022	VR 11110322-008	A#0251689390000 ROAD DEPT	172.10	.00	
CHECK TO VENDOR==>VENDOR TOSHIBA5 Toshiba Financial Service							TOTALS	172.10	.00
Vector Security	11/03/2022	-	70873811	10/05/2022	VR 11110322-010	A#6478853 MONTHLY SERVICE	36.02	.00	
CHECK TO VENDOR==>VENDOR VECTOR Vector Security							TOTALS	36.02	.00
CASH ACCOUNT # 111010000							TOTALS	92615.35	.00
BANK ACCOUNT # 0101006511							TOTALS	92615.35	.00

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CASH CODE-13013		G/L CASH ACCOUNT-261010000				FMB-JEFF CO LITERACY ALLI		
Amazon Business	11/03/2022	-	T3YD6XDQ	10/03/2022	VR 26110322-001	JCLA SUPPLIES	330.44	.00
		CHECK TO VENDOR==>VENDOR AMAZONBU	Amazon Business			TOTALS	330.44	.00
		CASH ACCOUNT # 261010000				TOTALS	330.44	.00
		BANK ACCOUNT # 180384001				TOTALS	330.44	.00
						FINAL REPORT TOTALS	1138258.66	.00



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SUMMARY PAGE INFORMATION

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VENDOR  
VOUCHER 001 TO 9999  
CASH CODE 01001 08008 13013

INCLUDE DORMANT CREDIT MEMOS?...: Y

END OF REPORT

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 20, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Board Approval to Schedule and Advertise a Public Hearing to Consider Adoption of an Ordinance Establishing Procedures for Emergency Management

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### **Statement of Issue:**

This agenda item requests Board approval to schedule and advertise a public hearing to consider adoption of an ordinance creating a new chapter 31 of the Code establishing procedures for Emergency Management.

### **Background:**

At the special board meeting regarding Hurricane Ian, the Board indicated a desire to have an ordinance in place that would allow emergencies to be declared absent a board meeting if a quorum could not meet.

Following review of the existing Comprehensive Emergency Management Plan, and in the absence of any ordinance setting forth any such procedures related to emergency management in the existing Code, the office of the County Attorney determined that adoption of an ordinance is advisable to ensure emergency management in Jefferson County is conducted in accordance with applicable law.

The Jefferson County Sheriff's office and county management have reviewed and provided input on this proposed ordinance.

### **Analysis:**

The proposed ordinance can be summarized as follows:

- Provides for the suspension of regular county services provided by the County in the event of a declared emergency.
- Establishes emergency powers of the County
- Empowers the chairperson of the board of county commissioners, or in the absence of the chair, the vice-chairperson, the commissioner with the most years of service, or the county manager, in that order, to declare a local state of emergency whenever that person shall determine that a natural, technological, or manmade disaster, or emergency has occurred or

that the occurrence or threat of one is imminent and requires immediate and expeditious action.

- Provides that states of emergency will continue for seven days and may be extended in seven-day increments.
- Formally establishes the county division of emergency management and provides for the division to have an appointed director. The Jefferson County Sheriff's Office will continue in this role under the existing interlocal agreement.
- Provides for certain emergency measures that may be set forth in a proclamation declaring a state of emergency.
- Codifies mandatory reporting of certain incidents pursuant to Section 252.35, Florida Statutes.
- Sets forth statutory duties for registry of special needs persons as set forth in Section 252.355, Florida Statutes.
- Provides for penalties for violation of the ordinance.
- Prohibits unconscionable prices during shortages created during declared emergencies in compliance with Section 501.160 and Chapter 501, Part II, Florida Statutes, known as the Florida Deceptive and Unfair Practices Act.

**Options:**

1. Approve Scheduling and Advertising a Public Hearing to Consider Adoption of an Ordinance Establishing Procedures for Emergency Management.
2. Do Not Approve Scheduling and Advertising a Public Hearing to Consider Adoption of an Ordinance Establishing Procedures for Emergency Management.
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Establishing Procedures for Emergency Management

**ORDINANCE NO. 22-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATING TO EMERGENCY MANAGEMENT; CREATING CHAPTER 31 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ESTABLISHING PROCEDURES FOR EMERGENCY MANAGEMENT; PROVIDING A TITLE, LEGISLATIVE AUTHORIZATION, INTENT, TERRITORY EMBRACED, AND CERTAIN DEFINITIONS; AUTHORIZING EMERGENCY POWERS TO TEMPORARILY STOP REGULAR COUNTY MUNICIPAL SERVICES; PROVIDING FOR EMERGENCY POWERS OF THE COUNTY; EMPOWERING CERTAIN OFFICIALS AND COUNTY MANAGER TO DECLARE LOCAL EMERGENCIES AND PROVIDING FOR THE LENGTH OF SUCH DECLARATION; ESTABLISHING THE COUNTY DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR ACTIVATION OF DISASTER EMERGENCY ACTIVITIES; REQUIRING MANDATORY REPORTING OF CERTAIN INCIDENTS; PROVIDING FOR REGISTRY OF PERSONS WITH SPECIAL NEEDS; PROHIBITING IMPOSITION OR DEMAND OF EXORBITANT OR EXCESSIVE PRICE DURING SHORTAGES CREATED DURING DECLARED EMERGENCIES; PROVIDING CONSTRUCTION AND PENALTIES FOR VIOLATIONS; PROVIDING FOR INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Jefferson County Board of County Commissioners (“Board”) is authorized to exercise governmental powers pursuant to Article VIII of the Florida Constitution and Section 125.01, Florida Statutes; and

**WHEREAS**, Part I of Chapter 252, Florida Statutes, known as the State Emergency Management Act, sets forth government control and coordination of emergency operations in emergencies through the Division of Emergency Management and the political subdivisions of the state; and

**WHEREAS**, Section 252.38(1), Florida Statutes, provides Florida counties with emergency management powers and certain responsibilities for safeguarding the life and property of citizens; and

**WHEREAS**, the Board hereby finds that it is in the interest of the public health, safety, and general welfare of the citizens of Jefferson County to enact an ordinance establishing emergency management procedures in Jefferson County.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. FINDINGS.** The above recitals are true and correct and hereby incorporated herein by reference.

**SECTION 2. CREATION OF CHAPTER 31 OF THE JEFFERSON COUNTY CODE OF ORDINANCES.** The Board hereby creates Chapter 31 of the Jefferson County Code of Ordinances, entitled "Emergency Management," to read as follows:

### **Chapter 31 – Emergency Management Procedures**

#### **Article I – General Provisions**

**Sec. 31-1. – Short Title.** This article shall be known as the "Emergency Management Ordinance of Jefferson County, Florida."

**Sec. 31-2. – Legislative authorization.** This article is enacted in the interest of the public health, safety, and general welfare of the citizens and inhabitants of Jefferson County, Florida, pursuant to the State Emergency Management Act.

**Sec. 31-3 – Intent.** The intent of the board of county commissioners, in adopting this article is to:

- (a) Protect and safeguard the safety, health, and welfare of the people of the county;
- (b) Designate a county official to declare a local state of emergency in the event of a natural, technological, or manmade disaster or emergency, or in the imminent threat thereto, and to authorize certain actions relating thereto when a quorum of the board of county commissioners fails to act; and
- (c) Formally establish and create the county division of emergency management that will ensure the complete and efficient utilization of all county resources to prepare for and combat disasters as defined herein and will conform to the provisions of Chapter 252, Florida Statutes.

**Sec. 31-4. – Territory embraced.** This article shall be effective in all of Jefferson County including within any incorporated municipalities of the county pursuant to Section 252.38(1)(a), Florida Statutes.

**Sec. 31-5. – Definitions.** The following words, terms, and phrases when used in this Chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Comprehensive Emergency Management Plan* means the Jefferson County Comprehensive Emergency Management Plan required under Section 252.38, Florida Statutes.

(b) *Disaster* means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a county, or the governor, or the President of the United States. Disasters shall be identified by the severity of resulting damage, as follows:

(1) *Catastrophic disaster* means a disaster that will require massive state and federal assistance, including immediate military involvement.

(2) *Major disaster* means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

(3) *Minor disaster* means a disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for state or federal assistance.

(c) *Emergency* means any occurrence, or threat thereof, whether natural, technological or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

(d) *Emergency Management* means the preparation for, the mitigation of, the response to and the recovery from emergencies and disasters. Specific emergency management responsibilities include, but are not limited to:

(1) Reduction of vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural, technological or manmade emergencies, catastrophes or hostile military or paramilitary action.

(2) Preparation for prompt and efficient response and recovery to protect lives and property affected by emergencies, rescue, care and treatment of persons victimized or threatened by disaster.

(3) Response to emergencies using all systems, plans and resources necessary to preserve adequately the health, safety and welfare of persons or property affected by the emergency.

(4) Recovery from emergencies by providing for the rapid and orderly start of restoration and rehabilitation of persons and property affected by emergencies.

(5) Provision of an emergency management system embodying all aspects of pre-emergency preparedness and post-emergency response, recovery, and mitigation.

(6) Assistance in anticipation, recognition, appraisal, prevention, and mitigation of emergencies which may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.



(e) *Emergency operations center (EOC)* means the pre-established, secured, and protected facility from which Jefferson County coordinates, monitors, and directs countywide emergency response and recovery activities during a threat of or an actual disaster, as set forth in the Comprehensive Emergency Management Plan.

(f) *Emergency Order* means an order issued or enacted by the County in response to an emergency pursuant to this Code, Chapter 252 Florida Statutes or Chapter 381 Florida Statutes that limits the rights or liberties of individuals or businesses within the political subdivision.

(g) *State Emergency Management Act* means Part I of Chapter 252, Florida Statutes, or its statutory successor in function.

### **Sec. 31-6. – Emergency Powers to Temporarily Stop Regular County Municipal Services**

In the event the declaration of local state of emergency has been declared for Jefferson County by the county pursuant to article II of this chapter of code, or by the Governor of Florida or by the President of the United States of America and the nature of the emergency warrants it, the requirements of this Code, for regular county municipal services may be suspended such services for the duration of the emergency and the period of time thereafter reasonably necessary to restore the county's usual process of those municipal services. In such event, the county shall take precautions reasonable under the circumstances to protect the health, safety and welfare of the residents of the County.

### **Sec. 31-7 – Emergency Powers of the County**

(a) In carrying out the provisions of Sections 252.31-252.90, Florida Statutes, the County shall have the power and authority:

(1) To appropriate and expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies.

(2) To appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire and police personnel, and other emergency management workers.

(3) To establish, as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(4) To assign and make available for duty the offices and agencies of the political subdivision, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of the political subdivision for employment within or outside the political limits of the subdivision.

(5) To request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.
- g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- h. Appropriation and expenditure of public funds.

**Sec. 31-8 to 31-15 – Reserved.**

**Article II – Emergency Management Procedures.**

**Sec. 31-16. – Person empowered to declare a local state of emergency.**

(a) Pursuant to Section 252.38, Florida Statutes, which authorizes the waiver of procedures and formalities otherwise required of political subdivisions to take whatever prudent actions are necessary to ensure the health, safety, and welfare of the community in the event of an emergency, when a quorum of the board of county commissioners is unable to meet, the board of county commissioners does hereby designate the following officers or employees to act on behalf of the county as the designated county official:

- (1) the chairperson of the board of county commissioners; or in his or her absence,
- (2) the vice-chairperson; or in his or her absence,
- (3) the commissioner present with the most years of service as a commissioner; or in his or her absence,

(4) the county manager.

(b) The designated county official is hereby empowered to declare a local state of emergency whenever that person shall determine that a natural, technological, or manmade disaster or emergency has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action. A local state of emergency proclamation issued by shall automatically implement the remaining provisions of this article effective when reduced to writing and filed with the clerk or in his or her absence, the recorder of the emergency meeting.

(c) Pursuant to Section 252.46(3), Florida Statutes, once an emergency is declared by the County, it shall be the responsibility of the division of emergency management to have a copy readily available on a dedicated webpage accessible on the County's homepage.

**Sec. 31-17. – Length of a state of emergency.** A state of emergency shall continue for seven days and may be extended in seven-day increments as necessary or until the designated county official or employee set forth in Section 31-16 of the Jefferson County Code of Ordinances finds that the threat or danger no longer exists or until a meeting of a quorum of the board of county commissioners can take place and terminate the state of emergency proclamation.

**Sec. 31-18. – Establishment of the county division of emergency management.** There is hereby created and established the county division of emergency management.

(a) Such division shall have a director appointed by the board of county commissioners. The director shall be responsible for the organization, administration, and operation of the division. The director shall coordinate emergency management activities, services, and programs within the county and shall serve as liaison with the state division of emergency management and other local emergency management agencies and organizations.

(b) The county division of emergency management is responsible for the following non-exhaustive list of duties:

(1) Develop a county Comprehensive Emergency Management Plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program.

(2) Serve as the coordinating agency for all activity in connection with disaster planning and operations; it will be the instrument through which the county officials may exercise the authority to discharge the responsibilities vested in them under the law.

(3) Perform emergency management functions within the territorial limits of the county and such activities outside its territorial limits as are required pursuant to Sections 252.31 through 252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements.

(4) Serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

(5) During a declared state or local emergency, request to that the district school board or boards in an affected area participate in emergency management by providing facilities and personnel necessary to staff such facilities and coordinate use of school board vehicles and personnel when school board provides transportation assistance.

(6) Establish, as necessary, a primary and one or more secondary emergency operations centers in the Comprehensive Emergency Management Plan.

(7) If the county division of emergency management maintains designated shelters, it must also designate a shelter that accommodate persons with pets. The shelter must be in compliance with applicable FEMA Disaster Assistance Policies and Procedures with safety procedures regarding the sheltering of pets established in the shelter component of both the county Comprehensive Emergency Management Plan and the state comprehensive emergency management plan.

(8) Develop and prepare mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted for consideration and execution by the board of county commissioners consistent with Section 252.40, Florida Statutes. Such agreements will be sent to the state division of emergency management and shall be consistent with the state comprehensive emergency plan and program, and in time of emergency it shall be the duty of the county division of emergency management to render assistance in accordance with the provisions of such agreements to the fullest possible extent.

#### **Sec. 31-19. – Activation of disaster emergency activities.**

(a) A proclamation, in the form of a resolution, declaring a state of emergency, which also may be known as an emergency order, shall be the authority for taking emergency measures including, but not limited to, the use or distribution of any supplies, equipment, materials, and facilities assembled or arranged to be made available pursuant to the Comprehensive Emergency Management Plan. The proclamation must be narrowly tailored to serve a compelling public health and safety purpose. .

(b) Such emergency measures may include the following actions:

(1) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, explosives, and combustibles.

(2) Establish curfews, including, but not limited to, the prohibition of restrictions on pedestrian, vehicular and marine movement, standing and parking, except for the provision of designated essential services such as fire, police, emergency medical services and hospital services, including the transportation of patients, utility emergency repairs and emergency calls by physicians.



- (3) Utilize all available resources of the county government as reasonably necessary to cope with the disaster emergency including emergency expenditures.
- (4) Declare certain areas off limits.
- (5) Direct and compel the evacuation of all or part of the population from any stricken or threatened area of the county.
- (6) Make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
- (7) Establish emergency operating centers and shelters in addition to or in place of those provided for in the county's emergency plans.
- (8) Declare that during an emergency it shall be unlawful and an offense against the county for any person, firm or corporation to use the fresh water supplied by any water system in the county for any purpose other than cooking, drinking, or bathing.
- (9) Declare that during an emergency it shall be unlawful and an offense against the county for any person, firm or corporation operating within the county to charge more than the normal average retail price for any merchandise, goods or services sold during the emergency. As further set forth in Section 31 - 24 below.
- (10) Allow the designated county official as determined in accordance with Section 31-16 of the Jefferson County Code of Ordinances on behalf of the county to call on the National Guard, other law enforcement divisions and state and federal assistance as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue, and traffic control.

**Sec. 31-20. – Mandatory reporting of certain incidents.** As soon as practicable following its initial response to a reportable incident as set forth in Section 252.35, Florida Statutes, as amended, the director of the division of county division of emergency management shall provide notification to the State Watch Office established within the state division of emergency management.

**Sec. 31-21. – Registry of persons with special needs.** In order to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities, the county division of emergency management shall cooperate with the state's maintenance of a registry of persons with special needs within the county. The link to the registration form shall be easily accessible on the county division of emergency management website. Upon receipt of a paper registration form, the county division of emergency management shall enter the person's registration information into the database. All records, data, information, correspondence, and communications relating to the registration of persons with special needs as provided in Section 252.355, Florida Statutes, are confidential and exempt from Section 119.07(1), Florida Statutes, except that such information shall be available to other emergency response agencies, as determined by the director of the county division of

emergency management. Local law enforcement agencies shall be given complete shelter roster information upon request.

**Sec. 31-22. – Construction.** Nothing in this article shall be construed to limit the authority of the board of county commissioners to declare or terminate a state of emergency and take any action authorized by law when sitting in regular or special session.

**Sec. 31-23. – Penalties.**

(a) Any person, firm, or corporation who or which refuses to comply with or violates any section of this article or the emergency measures which may become effective pursuant to this article shall be punished by a fine not to exceed \$500 or imprisonment not to exceed 60 days in the county jail, or both. Each day of continued noncompliance or violation shall constitute a separate offense.

(b) It shall be unlawful for any person, firm or corporation to willfully obstruct, hinder or delay any member of the emergency management division as herein defined in the enforcement of the provisions of this article and shall be punishable by a fine not to exceed \$500 or imprisonment not to exceed 60 days in the county jail, or both.

(c) In addition to the foregoing, any licensee of the county found guilty of violating any provision of this article, or the emergency measures which may become effective pursuant to this article, may have said license suspended or revoked by the board of county commissioners.

(d) Nothing contained herein shall prevent the county from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with or violation of this article or other emergency measures which may become effective pursuant to this article. Such other lawful action shall include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. This section does not apply to section 31-19(b)(5).

**Sec. 31 – 24 – Imposition or demand of exorbitant or excessive price during shortages created during declared emergencies.**

(a) Findings of fact. The Board does hereby find:

(1) During periods of local and state emergency, sources of fuel, medicine, food, building supplies or other necessities are sometimes destroyed, damaged or otherwise severely restricted in supply.

(2) During periods of local and state emergency unscrupulous opportunists may take advantage of the citizens of the County who require the above described necessities to sustain themselves by requiring the payment of excessive or unconscionable prices to provide services and various commodities needed by the victims of a disaster.

(3) The Board finds it appropriate and in the interest of the health, safety and welfare of the citizens of the County to protect potential victims of unscrupulous pricing practices from those that would take advantage of citizens needing services and commodities as a result of a natural or manmade disaster.

(b) As used in this Section:

(1) *Commodity* means any goods, services, materials, merchandise, supplies, equipment, resources, or other article of commerce, and includes, without limitation, food, water, ice, chemicals, petroleum products, and lumber necessary for consumption or use as a direct result of the emergency.

(c) It is prima facie evidence that a price is unconscionable if:

(1) The amount charged represents a gross disparity between the price of the commodity or rental or lease of any dwelling unit or self-storage facility that is the subject of the offer or transaction and the average price at which that commodity or dwelling unit or self-storage facility was rented, leased, sold, or offered for rent or sale in the usual course of business during the thirty (30) days immediately prior to a declaration of a state of emergency, unless the increase in the amount charged is attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or regional, national or international market trends; or

(2) The amount charged grossly exceeds the average price at which the same or similar commodity was readily obtainable in the trade area during the thirty (30) days immediately prior to a declaration of a state of emergency, unless the increase in the amount charged is attributable to additional costs incurred in connection with the rental or sale of the commodity or rental or lease of any dwelling unit or self-storage facility, or regional, national, or international market trends.

(d) Prohibition against unconscionable prices.

(1) Upon a declaration of a state of emergency, it is a violation of this Code for a person or his or her agent or employee to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity, including but not limited to, supplies, services, provisions or equipment that is necessary for consumption or use as a direct result of the emergency. This prohibition remains in effect until the direct declaration expires or is terminated.

(2) It is a violation of this Section for any person to impose unconscionable prices for the rental or lease of any dwelling unit or self-storage facility during a period of declared state of emergency.

(3) A price increase approved by an appropriate government agency shall not be in violation of this Section.

(4) This Section shall not apply to sales by growers, producers, or processors of raw or processed food products, except for retail sales of such products to the ultimate consumer within the area of the declared state of emergency.

(5) During a declared emergency and when there is an allegation of price gouging against the person, failure to possess a business tax receipt pursuant to Chapter 205, Florida Statutes, constitutes reasonable cause to detain the person, provided that the detention shall only be made in a reasonable manner and only for a reasonable period of time sufficient for an inquiry into the circumstances surrounding the failure to possess a tax receipt. During a declared emergency, this subsection does not apply to religious, charitable, fraternal, civic, educational, or social organizations.

(e) Enforcement.

(1) All law enforcement agencies, including but not limited to the Jefferson County Sheriff's Office and the Monticello Police Department are hereby authorized to take all necessary legal measures to curtail violations of this Section.

(2) Any person subject to any violation of this Section shall be entitled to seek such relief or remedies as are provided for in Chapter 501, Pt. II, Florida Statutes, or other laws of the State.

(3) Nothing in this Section creates a private cause of action in favor of any person damaged by a violation of this Section.

(f) Incorporation. All sections and provisions of Section 501.160 and Chapter 501, Pt. II, Florida Statutes, known as the Florida Deceptive and Unfair Trade Practices Act, are hereby incorporated by reference.

(g) Penalties. If prosecuted pursuant to this Section, a person shall be punished for a violation of this Code. If action is pursued civilly, any person found to have violated this Section shall be subject to the penalties prescribed in Section 501.164, Florida Statutes, in addition to all other remedies provided by the Florida Deceptive and Unfair Trade Practices Act. Each transaction made in violation of this Section shall be considered a separate offense.

**SECTION 3. INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES.** It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Jefferson County Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered.

**SECTION 4. SEVERABILITY.** Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court or competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.



**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS:

\_\_\_\_\_  
Gene Hall, Chairman

ATTEST:

\_\_\_\_\_  
Kirk Reams, Ex Officio  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, County Attorney

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 26, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Request Board Consideration of a Resolution Creating a Public Records Policy

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### **Statement of Issue:**

This agenda item requests Board consideration of a resolution establishing a public records policy.

### **Background and Analysis:**

Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, provide that County records shall be made available to the public upon reasonable request. Other state laws and regulations establish requirements applicable to the retention of public records. The attached resolution establishes a policy that is designed to ensure full compliance with the Public Records Law and to provide guidance to its officers, employees, agents, and the public on processing of Public Records requests.

The resolution provides as follows:

- County Manager or their designee serves as public records custodian responsible for the management of County Public Records.
- Establishes a process for the County to respond to public records requests.
- Provides procedures to ensure the retention of public records in accordance with the requirements of Florida law.
- Establishes provisions applicable to the disposal of public records.
- Establishes fees applicable to the County's processing of public records requests.
- Provides for the redaction of personal information by certain persons upon request in accordance with Florida law.
- Provides notice to employees that violations of the public records policy is grounds for disciplinary action
- Requires officers (a member of the Board of County Commissioners, any appointed County officials, and the Clerk of Court when acting in his/her capacity as ex-officio clerk to the

Request Board Consideration of a Resolution Creating a Public Records Policy

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Board) and county department heads to complete at least one (1) hour of annual training concerning Florida Public Records law.

**Options:**

1. Approve Resolution Establishing a Public Records Policy.
2. Do Not Approve Resolution Establishing a Public Records Policy.
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution Establishing a Public Records Policy.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ESTABLISHING A PUBLIC RECORDS POLICY FOR JEFFERSON COUNTY, FLORIDA; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING PURPOSE, SCOPE AND APPLICABILITY; DESIGNATING THE PUBLIC RECORDS CUSTODIAN AND PROVIDING FOR THE DUTIES THEREOF; PROVIDING PROCEDURES FOR PUBLIC RECORDS REQUESTS; PROVIDING FOR RECORDS RETENTION AND DISPOSAL; PROVIDING FEES TO BE CHARGED FOR PUBLIC RECORDS REQUESTS; PROVIDING FOR REDACTION OF PERSONAL INFORMATION; PROVIDING FOR TRAINING, COMPLIANCE, AND VIOLATIONS; AUTHORIZING THE CUSTODIAN TO DEVELOP FORMS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, provides that County records shall be made available to the public upon reasonable request; and

**WHEREAS**, the Jefferson County Board of County Commissioners advocates a policy of full compliance with the Public Records Law in order to encourage transparency and participation in its government; and

**WHEREAS**, the Board now desires to establish this amended and restated policy for all its officers, employees, and agents in order to ensure full compliance with the Public Records Law and to provide guidance to its officers, employees, agents, and the public on processing of Public Records requests.

**NOW, THEREFORE, BE IT RESOVLED** by the Board of County Commissioners of Jefferson County, Florida, as follows:

**SECTION 1. FINDINGS.** The above findings are true and correct and are hereby incorporated herein by reference.

**SECTION 2. DEFINITIONS.** As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Actual Cost"** means the base hourly salary plus benefits for county employees or the applicable contractual rates for contracted county services.

**"Board"** means the Board of County Commissioners of the County.



**"Confidential"** means those records, or portions thereof, specifically designated as "confidential" by applicable law. The County may not release records designated by law as confidential.

**"County"** means Jefferson County, Florida.

**"Custodian" or "Public Records Custodian"** means the County Manager or their designee, which is the designated entity responsible for the management of County Public Records.

**"Electronic Communications"** means all Public Records, regardless of the technology or means of transmission, sent electronically from one device to another and pertaining to official County business. This includes electronic mail (e-mail), SMS messages (text messages), MMS (including multimedia and picture messages), and social media records (Facebook, Instagram, YouTube, Twitter, Snapchat, Tik Tok etc.).

**"Employee"** means all persons who are full-time or part-time employees of the County and shall also include any non-paid volunteers and interns, as well as all members (whether elected or appointed) of any County dependent special district, advisory board, or committee.

**"Exempt"** means those records, or portions thereof, specifically designated as "exempt" by applicable law. As exempt records, the County may release such records, in whole or part, in its discretion.

**"Extensive Request"** means a Public Records request that due to the nature or volume of the records requested will require in excess of 30 minutes of information technology resources, clerical, legal, or supervisory time.

**"Officers"** means a member of the Jefferson County Board of County Commissioners, any appointed County officials, and the Clerk of Court when acting in his/her capacity as ex-officio clerk to the Board.

**"Public Record"** shall have the definition as specified by §119.011(12), F.S., as may be amended from time to time, which currently states "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." This definition shall be interpreted liberally to include all records prepared in connection with official County business, including Electronic Communications, which are intended to perpetuate, communicate, or formalize knowledge. This definition includes e-mails and text messages created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a County-owned device or a privately owned device.

**"Public Records Act"** means Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes.

**"Public Records Policy" or "Policy"** means this Resolution, as it may be amended from time to time.

**"Redact/Redaction"** means the act of censoring all or part of a Public Record to obscure or excise Exempt or Confidential information contained therein, thereby preventing public disclosure of the protected content.

**"Special Service Charge"** means a charge for Extensive Requests to be calculated as the Actual Cost based on the time and effort incurred in fulfilling the request for the lowest cost employee or contractor who is able to fulfill the request.

### **SECTION 3. PURPOSE, SCOPE AND APPLICABILITY.**

(A) It is the purpose of this Policy to ensure that the Public Records of the County are effectively retained, managed, and disposed in a manner consistent with Florida law embodied in the Public Records Act, Section 257.36, Florida Statutes (records disposition), Chapters 1B-24 and 1B-26, Florida Administrative Code (disposal of records and electronic record-keeping), the Florida General Records Schedules (GS1-SL) established by the Florida Department of State, and other applicable laws.

(B) It is the policy of the County to comply with the Public Records Act by making the County's Public Records available for inspection at reasonable times and under reasonable circumstances and, upon request, provide copies of such records at costs authorized by Florida Statutes and this Policy. Furthermore, all County Officers and Employees have a duty to preserve and retain all Public Records, including Electronic Communications, in compliance with Florida law.

(C) This Public Records Policy shall apply to all Officers and Employees when acting in furtherance of official County business and to all departments of the County.

### **SECTION 4. CUSTODIAN.**

(A) While Public Records requests may be submitted to any County Officer or Employee, for the most expeditious processing, the County recommends that Public Records requests be submitted directly to the Public Records Custodian.

(B) Persons wishing to submit a Public Records request may do so via telephone, email, U.S. mail, or in person. Mailed and in person Public Records requests may be submitted to and/or made at the following address:

Jefferson County, Florida  
Attn: Custodian of Records  
450 Walnut St  
Monticello, FL 32344

(C) The County shall prominently post the contact information, including the name, address, phone number, email address, and fax number (if applicable) for the Public Records Custodian in those areas where the public can request records in the County's primary administrative building, the courthouse, each county department with public access, and on the County's website.

## **SECTION 5. PUBLIC RECORDS REQUESTS.**

(A) Members of the public shall not be required to submit Public Records requests in writing or upon any preprinted form. A request may be submitted in any format including written, orally, or via electronic communication including telephone, e-mail, or fax. The requestor does not have to show any special or legitimate interest in the record requested. The request may be made anonymously. Employees must honor a Public Records request in any format and/or means of submittal. However, the County *encourages* requestors to submit written requests, thereby providing documentation of their request should any dispute arise.

(B) The Custodian shall serve as a centralized coordinator of all requests for County records.

(1) Upon receipt of a Public Records request, the Officer or Employee to whom such request was made shall promptly forward the request to the Custodian for processing in accordance with this Policy. Within three (3) business days of receipt of the request, the Custodian shall provide an acknowledgment of its receipt to the requestor. The acknowledgment shall indicate the date and time of the request, the documents requested, an initial estimated processing time, an initial estimated cost and the required deposit, if any.

(2) In the event the individual or entity requesting access to Public Records is involved in active or threatened litigation or is representing such persons, or in the event the subject matter of the request involves active or threatened litigation, such request shall be shared with to the County Attorney's Office.

(3) Upon notification of a Public Records request, all Officers and Employees shall promptly provide all relevant information related to the request to the Custodian. The Custodian shall process the request in accordance with the policies and procedures established herein.

(4) The Custodian shall keep a log of all Public Records requests. All Public Records shall be tracked in a manner that identifies the specific Public Records requested and a telephone number or other means of communication with that person to advise when the documents requested are ready for pick up or available for review. Such written records are to ensure that persons requesting documents obtain the requested records.

(C) In processing a Public Records request, all potentially responsive records that are known or suspected to contain Exempt or Confidential content shall be reviewed by a properly trained employee.

(1) Any public record containing information that is a "Confidential" under applicable law shall not be made available for inspection or copying unless and until the Confidential portions of such record are sufficiently Redacted to prevent disclosure.

(2) At the discretion of the County, Public Records containing information that is "Exempt" from disclosure under applicable law may be Redacted to remove any such Exempt information prior to the records being made available for inspection or copying.

(3) If a Public Record is Exempt or Confidential pursuant to applicable law, the basis for the refusal to release should be provided in writing. If only a portion of the Public Record is exempt, only that portion can be Redacted, but the remaining record must be provided for examination. All exemptions of a Public Record or portions of a Public Record must be specifically authorized by law.

(4) At the request of the Custodian, the County Attorney's Office shall assist with the evaluation of potentially exempt or confidential information contained in Public Records.

(D) It is the goal of the County to fulfill Public Records requests within seven (7) business days, provided that it is not an Extensive Request, that the requested records are readily accessible, and absent of Exempt or Confidential information. Extensive Requests, requests spanning multiple County departments, or requests for records requiring Redaction of statutorily Exempt or Confidential information may result in longer response times. When these or other circumstances arise requiring a longer response time, the Custodian will contact the requestor to inform them of a revised estimated processing time.

(E) Upon receipt of a Public Records request, the Custodian cannot refuse a request because the request is over broad, but can request clarification from the person requesting records. For an Extensive Request the County will charge, in addition to the cost of duplication, a Special Service Charge in accordance with Section 8 of this Policy.

(F) The County is required to produce Public Records in a timely manner; however, the County is not required to conduct research or extract data to create documents. Additionally, the Custodian and other County Employees and Officers are not required to answer questions or create or reformat Public Records in a particular form if the Public Records are not already available in that format or form. If Public Records are available in more than one format, the requestor may choose which format/medium to receive; however, staff are not required to convert records into a new medium or format. Furthermore, staff shall not convert records from one format to another with the intent of frustrating or inconveniencing the requestor, or hindering the requestor's ability to easily and conveniently utilize the records or data.

(G) The County shall not accept any "standing request" for Public Records that do not yet exist, or for records that may be created or received by the County at some future date. The County is only obligated to respond to requests by providing records that exist at the time a Public Records request is submitted.



(H) Although it is not required, persons making Public Records request are encouraged to provide as much detail and specificity in each request so as to positively identify the records sought. Specifically, it is helpful for the requestor to:

- (1) Provide a date range;
- (2) Provide the name(s) of the specific employees, individuals, County departments, and/or business entities pertaining to your inquiry;
- (3) Provide a list of relevant keywords or search parameters;
- (4) If the request pertains to e-mail, provide the relevant e-mail address(es) and/or domain name(s), if known; and
- (5) If the request pertains to property, provide the address, parcel number, or owner's name, if known.

Providing such detail assists County Employees in narrowing the scope of the request to encompass only those records sought, which can reduce the staff time required to process the request as well as the fees charged to the requestor.

(I) The Custodian must keep Public Records secure, reasonably protected from alteration or destruction, and readily available. In that, the Custodian must ensure that original Public Records are not defaced, removed or altered in any fashion. The Custodian must allow Public Records to be inspected and examined by any person desiring to do so, at any reasonable time. Inspection can be done under reasonable conditions, but the Custodian may not impose a condition of inspection which operates to restrict the right of access. When a person desires to review original Public Records, it is necessary that an Employee be present to ensure the integrity of the Public Records is maintained. As such, the County will impose a Special Service Charge for staff time that is in excess of 30 minutes needed to oversee a person's review of original Public Records in the manner provided in Section 8 of this Policy.

## **SECTION 6. RECORDS RETENTION.**

(A) Public Records must be retained in accordance with Florida law. Records may not be disposed until the longest applicable retention period has been satisfied, per the published retention schedules. The State of Florida, Department of State, Division of Library & Information Services (DLIS), has developed a set of records retention schedules containing individual record series defining various Public Records and establishing minimum retention requirements. Such retention schedules are primarily based on the type of record rather than the format in which it is in (i.e. paper document or electronic file).

- (1) All County Officers and Employees must adhere to these schedules and shall keep records in compliance with the longest retention period imposed therein.

(2) To the extent County Officer and Employees have questions concerning the application of the retention schedules to a particular County record, they should consult with the County Attorney.

(3) Upon leaving County service, all County Officers and Employees shall transfer all Public Records in their possession to the Custodian or their successor in function, as applicable.

(B) All Electronic Communications that are Public Records must be retained in accordance with Florida law.

(1) To satisfy this requirement with regard to Electronic Communications, the County shall acquire, implement, and maintain IT systems that maintain a searchable archive of messages sent or received from the County's centralized e-mail platform (e.g. Microsoft Outlook/Exchange) and all County owned or leased mobile devices.

(2) Officers and Employees are prohibited from using private, non-County e-mail servers to conduct County business (e.g. @gmail.com, @yahoo.com, etc.) unless they ensure that their County provided e-mail address is copied on all correspondence or they otherwise ensure the Custodian is provided with all correspondence. Should any Officer or Employee receive e-mail communications that are Public Records to their private/personal e-mail account, it is the duty of the Officer or Employee to preserve and retain all communications meeting the definition of a Public Record and to promptly transfer those records to the custody of the County, either by forwarding the communication to the individual's County e-mail account or providing same directly to the Custodian with instructions that the records be preserved in accordance with this Policy.

(2) Officers and Employees are discouraged from using non-County owned or leased mobile devices to send or receive SMS messages, text messages, instant messages, or MMS (including multimedia and picture messages) to conduct County business. Should any Officer or Employee receive messaging communications that are Public Records to their private/personal mobile device, it is the duty of the Officer or Employee to preserve and retain all communications meeting the definition of a Public Record and to promptly transfer those records to the custody of the County, either by forwarding the communication to the individual's County e-mail account or providing same directly to the Custodian with instructions that the records be preserved in accordance with this Policy.

(3) The policy discouraging the use of private devices and private accounts for Electronic Communications regarding County business shall be broadly interpreted to discourage the use of any technology for which the County lacks a mechanism to automatically retain every Electronic Communication, including instant messaging, personal messaging, social media messaging (Facebook, Twitter, Instagram, Snapchat, Skype), etc. Should any Officer or Employee receive messaging communications that are Public Records through these means, it is the duty of the Officer or Employee to preserve and retain all communications meeting the definition of a Public Record and to promptly transfer those records to the custody of the County, either by forwarding the

communication to the individual's County e-mail account or providing same directly to the Custodian with instructions that the records be preserved in accordance with this Policy.

(C) If the County establishes and maintains social media pages, the County shall acquire, implement, and maintain a retention system to collect and store all content posted to County-owned or maintained social media accounts. All County departments who manage a County-sponsored social media account shall enroll such accounts into the retention system. All County Officers who maintain an official social media account for their office shall enroll such accounts into the retention system.

(D) In general, Public Records stored off-site are not protected by the County's insurance policies. Therefore, Public Records shall be kept and maintained in a County owned or operated facility. In addition, employees shall not store Public Records on equipment or devices not owned, leased, or controlled by the County. Any Public Records stored on non-County equipment or on non-County premises shall be promptly returned to the custody of the County.

## **SECTION 7. PUBLIC RECORD DISPOSAL.**

(A) No Public Record that is the subject of an active Public Records request or which pertain to active, pending, threatened, or anticipated litigation shall be disposed without the written consent of the County Attorney. Upon the conclusion of litigation, the County Attorney, or his/her designee, shall inform the parties to lift the legal hold placed upon the records.

(B) All other Public Records may be disposed upon the expiration of the longest applicable retention period. When disposal is conducted, all Public Records containing Exempt or Confidential information shall be disposed using a means of destruction authorized by the Florida Administrative Code.

(C) All procedures for the destruction of public records promulgated by the Florida Department of State shall be complied with prior to the destruction of any Public Records. Departments shall notify the Custodian upon the destruction of any Public Records in the custody of the County.

(D) In accordance with Chapter 257, Florida Statutes, the Custodian shall complete and return the annual statement to the Florida Department of State summarizing the records disposed during the year.

## **SECTION 8. FEES.**

(A) The County shall assess the following fees for Public Records requests in accordance with section 119.07(4), Florida Statutes, as it may be amended from time to time:

\$ .15 per page for single page copies (8.5" x 11" and 8.5" x 14")

\$ . 20 per page for double sided copies (8.5" x 11" and 8.5" x 14")

\$0.20 per page for single page copies (11" x 17")

\$0.25 per page for double sided copies (11" x 17")

\$5.00 per page for larger documents (building plans, maps etc.)

\$1.00 per page for certified copies of public records

\$1.00 per CD/DVD

\$5.00 per USB Flash Drive

Special Service Charge for Extensive Requests

For other documents not specifically addressed, the actual cost of duplication, materials, and postage shall be charged

(B) Eligible records in County custody may be certified upon request by affixing the County Seal and the signature of the Custodian or his/her designee. The Custodian will assess the fee noted above for certification of records.

(C) In the event a requestor (or multiple requestors working in concert) attempts to submit multiple requests related to the same or similar subject matter over a period of time in an attempt to avoid paying fees, the County may aggregate the time it expends on each subsequent request in order to calculate the appropriate fee and to determine whether the request qualifies as an Extensive Request for payment of a Special Service Charge.

(D) For requests where a fee or Special Service Charge is assessed, the Custodian shall transmit a cost estimate to the requestor and in the event the cost estimate exceeds \$50, the requestor must pay a deposit in the amount of 50% of the total estimate prior to the County initiating any work relative to the request. In such cases, the responsive records shall not be provided to the requestor until all outstanding assessments have been paid in full. If the requestor proves that the deposit requirement is a hardship, the Custodian is authorized to discuss and approve alternative terms.

(E) Should the County attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the County shall deem the request as "abandoned" after a period of seven (7) calendar days and the log shall reflect the abandonment. In cases where holidays or other closures of the County's administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

## **SECTION 9. REQUESTS TO REDACT PERSONAL INFORMATION.**

(A) Certain current and/or former public employees, victims of certain crimes or domestic abuse, and other persons identified by Florida law are entitled to protection of certain personal information per Florida law.

(B) Persons qualifying for such exemption shall file a written request with the Custodian requesting such protection, on a form prescribed by the Custodian for such purpose. When required by statute, the form shall require a statement from the requesting party that they have made reasonable efforts to protect their personal information from being accessible by the public through other sources. The requesting party shall provide to the County the address of all residences and home telephone numbers to be exempted from disclosure.

(C) Any request for redaction filed with the Custodian shall expire after 5 years, or upon any event that triggers a loss of entitlement to such protection. As a courtesy to those whose redaction request expires, if an e-mail address has been provided to the Custodian, the Custodian shall attempt to notify the registrant within 90 days of expiration. The Custodian shall not be required to contact registrants via telephone or postal mail.

(D) The Custodian is authorized to utilize the data and records of any County constitutional officer or other public agency for purposes of administering requests for redaction.

#### **SECTION 10. TRAINING, COMPLIANCE & VIOLATIONS.**

(A) Employees are hereby notified that violation of this Policy and/or Florida law regarding Public Records shall be grounds for disciplinary action in accordance with the County's personnel policies and procedures up to and including termination.

(B) Officers and County department heads shall complete at least one (1) hour of annual training concerning Florida Public Records law.

(C) On an annual basis, all Officers and each department head shall be provided a copy of the latest version of the "Government in the Sunshine Manual." Alternatively, all Officers and department heads may view the latest version of the Government in the Sunshine Manual at the following website:

<http://www.myfloridalegal.com/sun.nsf/sunmanual>

#### **SECTION 11. MISCELLANEOUS PROVISIONS.**

(A) The Custodian shall be responsible for the preparation of any forms necessary for the implementation of this policy. It shall be his/her responsibility to administer this Policy and to recommend any amendments that may, from time to time, be appropriate.

(B) This Policy does not create a private cause of action, a new duty of care, or a basis of liability, and third parties may not recover damages or seek enforcement action against the County, an officer, or an employee for a violation of this Policy.



**SECTION 12. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

\_\_\_\_\_  
Gene Hall, Chairman

ATTEST:

\_\_\_\_\_  
Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, Esq.  
County Attorney

**Form Work Authorization**  
**WORK AUTHORIZATION NO. 02**

Continuing Professional Services Agreement  
by and between  
Jefferson County and AE Engineering, Inc.

**Project Name:** Road Bonds – Phase I

**A. Summary of Services to be rendered:** Provide procurement/bid and Construction Management (CEI) services assistance to Jefferson County for Phase 1 of the Road Bond project. This may include preparation of bid documents (front end and back end docs), review of contractor bids, bid ranking/evaluation and recommendations to County Administrator/BCC. Services also may include design services as required.

**B. Project Cost:** \$30,000.00

**C. Project Schedule:** N/A

Preliminary Design (30%) – complete XX days from notice to proceed

Preliminary Design (60%) – complete XX days from notice to proceed

Preliminary Design (90%) – complete XX days from notice to proceed

Final Design – complete XX days from notice to proceed

Bid Services – complete XX days from notice to proceed

Construction – Agreement Admin complete XX months after construction notice to proceed

**D. NOTICE/PROJECT MANAGER OF CONSULTANT**

Jo Ann Moore  
AE Engineering, Inc.  
2840 Remington Green Circle, Suite 6/7  
Tallahassee, FL 32308  
Phone: (904) 337-6324  
Fax: (904) 332-8424  
[jmoore@aeengineeringinc.com](mailto:jmoore@aeengineeringinc.com)

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

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals the day and year below last written.

\_\_\_\_\_  
Jo Ann Moore  
AE Engineering, Inc.

\_\_\_\_\_  
Shannon Metty  
Jefferson County Interim County  
Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 28, 2022

To: Honorable Chairman and Members of the Board

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

Subject: Request Board Approval of the Statement of Work and Master Services Agreement with CivicPlus for Republication and Ongoing Supplementation Services for the Jefferson County Code of Ordinances

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### **Statement of Issue:**

This agenda item requests Board approval of the Statement of Work and Master Services Agreement with CivicPlus for Republication and Ongoing Supplementation Services for the Jefferson County Code of Ordinances.

### **Background:**

Section 125.68, Florida Statutes, requires the County to maintain a current codification of all ordinances, which must be published at least annually.

Historically, the County has contracted with Municode (nka CivicPlus) to host and update the County Code, however, no materials have been provided to CivicPlus for updating since March 2015. From March 2015 to April 2022, there are at least 21 ordinances that need to be included within the County Code. Since April 2022 to present the County has adopted another three ordinances relating to special exceptions, park rules, and Chapter 30, which also need to be included in the latest code publication.

### **Analysis:**

CivicPlus, as the County's current provider, has provided the attached Statement of Work and Master Services Agreement for Republication and Ongoing Supplementation Services for the Jefferson County Code of Ordinances.

Under this arrangement, CivicPlus will codify all missing ordinances and the Jefferson County Code of Ordinances will be republished to their municode.com online platform and 5 binder-bound copies. The lump sum fee for these services is \$13,175.03 and this work is expected to take approximately 4 months. Thereafter, the agreement includes ongoing annual supplementation services whereby the County will submit ordinances to CivicPlus as they are approved and the code will be updated online

on at least as quarterly basis. The lump sum fee for these services is \$3,097.50 annually, which is subject to a 5% annual increase.

**Options:**

1. Approve the Statement of Work and Master Services Agreement with CivicPlus for Republication and Ongoing Supplementation Services for the Jefferson County Code of Ordinances
2. Do Not Approve the Statement of Work and Master Services Agreement with CivicPlus for Republication and Ongoing Supplementation Services for the Jefferson County Code of Ordinances
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. CivicPlus Statement of Work
2. CivicPlus Master Services Agreement

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-29433-1

**Date:**

9/16/2022 11:21 AM

**Expires On:**

12/15/2022

**Client:**

JEFFERSON COUNTY, FLORIDA

**Bill To:**

JEFFERSON COUNTY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays	x	khays@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE
434.00	Republication (20.73 per page) 434 pages of materials from March 2015 with LDC to present with IGTSMS	One-time
1.00	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	Renewable
1.00	Full-Service Supplementation Subscription	Renewable
1.00	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable
1.00	Online Supplementation will begin with the ordinances received on a quarterly basis.	Renewable
1.00	Printed Copies and Freight Included	Renewable
5.00	Municode Binders	One-time
25.00	Municode Tabs	One-time
Total Investment Initial Term		USD 13,175.03
Annual Recurring Services		USD 3,097.50

1. This Statement of Work ("SOW") is between Jefferson County Florida ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term starting at signing of this SOW and continuing for sixteen (16) months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW may be renewed for an additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".



3. The Total Investment Initial Term fees for the project shall be invoiced four months from the date of signing this SOW. Any additional fees incurred during the publication and conversion project ("Conversion") phase will be invoiced separately upon the completion of the Conversion.
4. The Annual Recurring Services fee shall be invoiced at the start of each Renewal Term and subject to a 5% annual increase each Renewal Term, starting the first Renewal Term.
5. Total Investment Initial Term assumes Service Provider can rely upon the version of the Client's code ("the Code") furnished and it is in an editable, electronic format. Conversion will take approximately 90 - 120 days upon receipt of all required materials.
6. The Conversion services do NOT include: renumbering, reorganizing the structure of the Code, or legally reviewing the Code content; additional ordinances added to the project; state sales tax, or any annual recurring services; freight, color printing, subsection linking and linking to tables, and internal cross reference review.
7. Client understands and agrees that the Total Investment Initial Term for the Conversion may be increased by the addition of legislation or materials, which may be added at the agreed upon per page rate. Unless noted otherwise in line items above, pages will be printed with single columns and 10 point font size. Additional legislation added to the Conversion must be approved and received by Service Provider prior to the cutoff date established by the parties. Following the delivery of the final code draft for Client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a \$1,000.00 Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client.
9. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
10. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney. Nor is an attorney-client relationship established under this SOW or the services provided herein.
11. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Signature Page to Follow.

## **Additional Terms and Conditions:**

**If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:**

1. Annual Recurring Supplement Services does NOT include:
  - Additional copies, reprints, binders and tab orders;
  - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
  - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
  - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
  - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
  - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
  - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
  - Online Code hosting and online features.
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

**If Legal Review is included in the services to be delivered under this SOW, the following terms apply:**

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

**If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:**

1. Client's responsibilities include:
  - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
  - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
  - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

## Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

### Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Emergency Contact & Mobile Phone

### Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [ ] or N [ ]

Please list all external sources:

### Contract Contact

Email

Phone

Ext.

Fax

### Project Contact

Email

Phone

Ext.

Fax



**CivicPlus**

## **Master Services Agreement**

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

### **Recitals**

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### **Agreement**

#### **Term & Termination**

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

#### **Invoicing & Payment Terms**

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is



required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

### **Ownership & Content Responsibility**

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

### **Indemnification**

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

### **Responsibilities of the Parties**

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

### **Data Security**

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

### **CivicPlus Support**

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

## **Marketing**

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

## **Limitation of Liability**

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## **Warranties and Disclaimer**

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

### **Force Majeure**

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

### **Taxes**

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

### **Other Documents**

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

### **Interlocal Purchasing Consent/ Cooperative Purchasing**

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.



43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

#### **Miscellaneous Provisions**

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 28, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Public Hearing to Consider Adoption of an Ordinance Amending Chapter 21 of the Code Related to Code Enforcement

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### **Statement of Issue:**

This agenda item requests Board approval to hold a public hearing to consider adoption of an ordinance amending chapter 21 of the Code related to code enforcement.

### **Background and Analysis :**

The office of the County Attorney reviewed chapter 21 of the Code related to code enforcement and determined that certain changes are advisable to help ensure the efficient and effective operation of code enforcement within the County. Those changes are summarized as follows:

- Removal of a requirement that all complaints be submitted in writing. While Florida law provides that complainants must provide certain information including their name and address before a code enforcement investigation may be initiated, there is nothing in Florida law requiring that complaints be submitted in writing. This change will allow individuals to report potential code violations without having to submit a written form.
- Revision of the provisions governing the enforcement procedure in Section 21-9 of the Code to allow for cases to be brought more quickly before the special magistrate. Currently, it takes a minimum of 60 days to bring a case before the special magistrate. Florida law only requires that the violator receive a reasonable amount of time for correction of the violation, which can vary depending on the factual circumstances. The ordinance amends the code to make it consistent with Florida law.
- Deletion of a requirement that notice of hearings before the special magistrate be published in accordance with the LDC. Code Enforcement hearings are not governed by the LDC and this requirement could create confusion. Additionally, Florida law does not require code enforcement hearings to be noticed by publication, rather individual mailed notice is provided to the violator. The County could still provide published notice of all special magistrate hearings at its option.
- Creation of a new section of the code pertaining to violations that present a serious threat to public health, safety, or welfare. If the code enforcement officer or special magistrate

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November 3, 2022

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determines that a violation presents a serious threat to health, safety, or welfare and the property owner fails to correct the violation within 10 days or contest the determination, the County is authorized to go on to the property to perform the necessary work to abate the violation. Any costs incurred by the County may be charged against the property and collected as a special assessment pursuant to County Ordinance No. 2020-050720-02. This will allow the County the ability to quickly take action to address life/safety issues on a property and recover any costs associated with doing so as a special assessment which may be collected on the ad valorem tax bill.

**Options:**

1. Hold a Public Hearing and Adopt an Ordinance Amending Chapter 21 of the Code Related to Code Enforcement
2. Do Not Hold a Public Hearing and Do Not Adopt an Ordinance Amending Chapter 21 of the Code Related to Code Enforcement
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Amending Chapter 21 of the Code Related to Code Enforcement

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AMENDING CHAPTER 21 OF THE CODE RELATED TO CODE ENFORCEMENT; AMENDING SECTION 21-5 ENTITLED LEGAL COUNSEL; AMENDING SECTION 21-8 RELATED TO COMPLAINT PROCEDURE; REPEALING AND REPLACING SECTION 21-9 RELATED TO ENFORCEMENT PROCEDURE; AMENDING SECTION 21-10 RELATED TO HEARING PROCEDURE; CREATING A NEW SECTION 21-17 OF THE CODE RELATED TO VIOLATIONS THAT PRESENT A SERIOUS THREAT TO PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Pursuant to Article VIII, Section I of the Florida Constitution, and Chapter 125, Florida Statutes, the Board of County Commissioners of Jefferson County, Florida, (the “Board”) has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law, and such power may be exercised by the enactment of county ordinances and resolutions; and

**WHEREAS**, pursuant to Article VIII, Section I of the Florida Constitution, Chapter 125, Florida Statutes, and Chapter 162, Florida Statutes, the Board enacted Chapter 21 of the Jefferson County Code of Ordinances (“Code”) entitled “Code Enforcement,” establishing processes and procedures related to the civil enforcement of violations of the Code; and

**WHEREAS**, on December 20, 2016 the Board adopted Ordinance No. 2016-12202016-01, which amended Chapter 21 of the Code and on May 2, 2016, the Board adopted Ordinance No. 2019-0502219-01, which further amended Chapter 21; and

**WHEREAS**, the Board now finds it necessary and in the best interest of the public health, safety, and welfare of the County to amend Chapter 21 of the Code, as previously amended, as provided herein.

**NOW THEREFORE**, be it ordained by the Board of County Commissioners of Jefferson County, Florida, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The above recitals are true and correct and are hereby incorporated by reference.

**SECTION 2. AMENDMENT OF SECTION 21-5, JEFFERSON COUNTY CODE OF ORDINANCES.** Section 21-5 of the Jefferson County Code of Ordinances, entitled “Legal Counsel,” is hereby amended as follows:

Sec. 21-5. – Legal Counsel

(a) The county attorney is hereby designated by the board of county commissioners to attend meetings of the code enforcement board in order to assist and advise the code enforcement board in the conduct of its hearings, including the application of the procedures for hearings as set forth herein.

(b) An attorney (~~other than the county attorney~~) may be appointed by the board of county commissioners to represent the county staff during proceedings before the code enforcement board or special magistrate. The appointed attorney or a member of the administrative staff of the county shall present each case before the code enforcement board or special magistrate. ~~The board may appoint the county planning commissioner's attorney to function in this capacity.~~

(c) In no event may an attorney represent both the code enforcement board and county staff. ~~the county attorney serve in both capacities.~~

[underline indicates additions; ~~striketrough~~ indicates deletions]

**SECTION 3. AMENDMENT OF SECTION 21-8, JEFFERSON COUNTY CODE OF ORDINANCES.** Section 21-8 of the Jefferson County Code of Ordinances, entitled "Complaint Procedure," is hereby amended as follows:

Sec. 21-8. – Complaint Procedure.

(a) ~~Any citizen of Jefferson County~~ person may make a complaint to the County for investigation by the code enforcement officer.

(b) Any person who reports a potential violation of the code for investigation must provide their name and address to the code enforcement officer before the county initiates an investigation. Provided, the county may initiate an investigation if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources. Complaints shall be made in writing on a form to be supplied by the code enforcement officer and shall contain the following:

———(1)———~~Date of offense and date of filing the complaint.~~

———(2)———~~General statement of facts of the offense including the location and owners name and contact information, if known.~~

———(3)———~~Name, signature and contact information of the complainant.~~

[underline indicates additions; ~~striketrough~~ indicates deletions]

**SECTION 4. REPEAL AND REPLACEMENT OF SECTION 21-9, JEFFERSON COUNTY CODE OF ORDINANCES.** Section 21-9 of the Jefferson County Code of Ordinances, entitled "Enforcement Procedure," is repealed in its entirety and replaced with the following:

Sec. 21-9. – Enforcement Procedure.

(a) Upon initiation of a complaint pursuant to Section 21-8, it shall be the duty of the code enforcement officer to investigate said complaints. No member of the code enforcement

board or the special magistrate(s) may initiate enforcement proceedings. After investigation, the code enforcement officer may initiate enforcement proceedings according to the process set forth in this section when the officer has reason to believe that there is a violation of any of the County codes and ordinances enumerated in Section 21-6.

(b) If a violation of the code is found, the code enforcement officer shall notify the violator and give them a reasonable time to correct the violation. All notices of violation shall contain the following:

1. a sufficient description by address, property appraiser identification number, and/or legal description to identify the property upon which the violation exists;
2. a description of the violation, including a reference to the applicable code provision(s) violated, and any additional actions, authorizations, or permits required to achieve compliance;
3. the time period for correction of the violation; and
4. a statement that if the described violation is not corrected within the specified period of time, the matter may be set for a hearing before the special magistrate which may result in the imposition of fines against the property.

(c) Should the violation continue beyond the time specified for correction in the notice of violation, the code enforcement officer shall notify the special magistrate or code enforcement board and request a hearing. If a violation is corrected and recurs or if the violation is not corrected by the time specified for correction by the code enforcement officer, the case may be presented to the special magistrate or code enforcement board even if the violation has been corrected prior to the ~~board~~ hearing, and the notice shall so state.

(d) If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety and welfare, or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate or code enforcement board and request a hearing.

(e) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time for correction. The code enforcement officer, upon notifying the violator of a repeat violation, shall notify the special magistrate or code enforcement board and request a hearing. The special magistrate or code enforcement board, through its administrative staff, shall schedule a hearing and shall provide notice pursuant to this chapter. The case may be presented to the special magistrate or code enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state.

**SECTION 5. AMENDMENT OF SECTION 21-10, JEFFERSON COUNTY CODE OF ORDINANCES.** Section 21-10 of the Jefferson County Code of Ordinances, is hereby amended as follows:



Sec. 21-10. - Hearing procedure.

~~(a) — All hearings before the code enforcement board or special magistrate pertaining to this article shall be public hearings and shall be noticed by publication as provided in the Land Development Code (in addition to the notices to the violator as provided elsewhere in this Chapter) and shall be conducted in accordance with the procedures set forth in this Code.~~

\* \* \*

~~(e) — In any instance where the violation constitutes a serious threat to the public health, safety or welfare and has not been corrected within a reasonable period of time, the code enforcement board or special magistrate may notify the board of county commissioners, which may authorize entry onto the property in order to make such repairs as are necessary, or take such other actions as law may allow to cure the violation and eliminate such threat, and the cost of such repairs or other actions shall constitute a lien as provided in F.S. § 162.09(1).~~

[underline indicates additions; ~~strikethrough~~ indicates deletions]

**SECTION 6. CREATION OF A NEW SECTION 21-17, JEFFERSON COUNTY CODE OF ORDINANCES.** A new Section 21-17 of the Jefferson County Code of Ordinances, is hereby created to read as follows:

Sec. 21-17. - Violations that present a serious threat to public health, safety or welfare.

(a) When, in the opinion of a code enforcement officer, there is a violation that presents a serious threat to public health, safety or welfare, the code enforcement officer shall provide the owner with a notice of violation ordering the owner to perform the necessary work to cure the violation within a specified time not to exceed ten days. If the property owner contests the code enforcement officer's opinion that a serious threat to public health, safety or welfare exists, the property owner shall request a hearing before the special magistrate within the ten-day period.

(b) In the event the special magistrate determines there is a violation that presents a serious threat to public health, safety or welfare, the special magistrate shall issue an order requiring the owner to perform the necessary work to cure the violation within a specified time not to exceed ten days. If the property owner contests the special magistrate's determination, the property owner may file an appeal to the circuit court within 30 days of the execution of the order to be appealed pursuant to Section 162.11, Florida Statutes and Section 21-11 of the Code.

(c) In the event the owner fails to perform the necessary work or fails to contest the code enforcement officer's opinion or the special magistrate's determination within the time specified, the county is authorized to go upon the premises and perform the necessary work to abate the violation. Costs incurred in the performance of necessary work shall initially be paid by the county. The county's costs of performing the necessary work may also be assessed against the property pursuant to County Ordinance No. 2020-050720-02.

**SECTION 7. CODIFICATION IN THE CODE OF ORDINANCES.** It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

**SECTION 8. SEVERABILITY.** Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

**SECTION 9. EFFECTIVE DATE.** A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect as provided by law.

**PASSED AND DULY ENACTED** by the Board of County Commissioners of Jefferson County, Florida in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

\_\_\_\_\_  
Gene Hall, Chair

ATTEST:

\_\_\_\_\_  
Kirk Reams, Clerk of the Circuit Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Encinosa, County Attorney

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 28, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Public Hearing to Adopt an Ordinance Creating a Mandatory Wastewater Connection Program

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### **Statement of Issue:**

This agenda item requests Board approval to hold a Public Hearing to Adopt an Ordinance Creating a Mandatory Wastewater Connection Program.

### **Background:**

On June 23, 2022, the County and the City of Monticello held a joint workshop on city planned sewer system improvements and mandatory connection policy.

The County proposed to require mandatory connections for commercial development and all major subdivisions, but the City was in favor of a more aggressive approach. Based on notes from Scott Shirley regarding this workshop, there seemed to be general agreement between the parties to also include failing systems, and to include provisions in the proposed mandatory wastewater connection program based on proximity to the system, in general, and, more specifically, proximity to either a lift station or a lower pressure line due to the inability to connect certain lower usage customers to pressurized force mains.

It should be noted that Section 5.11.4 of the Jefferson County Land Development Code already provides that existing septic tank and package treatment plants may remain in service until central wastewater service is available and it further limits the use of septic tanks and wastewater package treatment plants for new development to areas where central wastewater service is not available.

Additionally, Section 381.00655, Florida Statutes, requires property owners to connect to an available publicly owned sewerage system within 365 days after written notification that the sewerage system is available for connection.

On October 6, 2022, the Board approved the ordinance to be noticed for this public hearing and directed that the proposed service area to be covered by the mandatory connection requirement should be limited to the US 19 north and south corridor.

**Analysis:**

Based on the above factors, the proposed ordinance sets forth different rules for existing development and new development within the service area along US 19 where central wastewater services will be made “available” through the City’s wastewater system.

A wastewater system will be “available” to serve if the system is capable of being connected with the plumbing of an establishment or residence, is not under a Florida Department of Environmental Protection moratorium, and has adequate permitted capacity to accept the sewage to be generated by the establishment or residence, and meets one of the following requirements based on the type of development, type of wastewater facility, and proximity:

1. For a residential subdivision lot, a single-family residence, or an establishment, any of which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity flow from the property’s drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection, exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment.

2. For an establishment with an estimated sewage flow exceeding 1,000 gallons per day, a sewer line, force main, or lift station exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

3. For any Major Development, commercial subdivisions with more than 5 lots, and areas with a land use or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

4. For repairs or modifications within areas with a land use or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within 500 feet of an establishment’s or residence’s sewer stub-out as measured and accessed via existing rights-of-way or easements.

All “new development” with available wastewater services, which includes all new development, redevelopment, or expansions to an existing development, will be required to connect prior to the issuance of a certificate of occupancy.

All existing development where wastewater services are later made “available” to serve the property will be required to connect within 365 days after written notice that the public wastewater system is available, except in the following cases:

- (1) If the Onsite Sewage Treatment and Disposal System serving the existing development needs repairs or modification then the property will be required to connect within 90 days; or
- (2) If the existing development is served by a properly functioning and permitted Performance-Based septic system then they can continue to use this system so long as it continues to meet all operating permit requirements as verified by annual inspections; or
- (3) If the existing development is served by a septic system that has remained in “Continuous Compliance,” as defined below, then they can continue to use this system so long as it remains so based on annual inspections; or
- (4) If the requirement for mandatory connections are waived by the applicable state agency with jurisdiction over septic permitting.

For purposes of the above exemption for existing development, “Continuous Compliance” means the septic system meets the following requirements: (i) after a current inspection in accordance with rules of the applicable state regulatory agency, the system is found to be currently operating in conformance with all applicable rules, orders, statutes and/or regulations relating to the operation and maintenance of the facility, and (ii) the system has not been out of compliance at any time during the preceding twelve (12) months with any rule, order, statute and/or regulation relating to the operation and maintenance of the facility of any regulatory agencies or governmental authorities having jurisdiction over that facility.

**Options:**

1. Hold a Public Hearing and Adopt an Ordinance Creating a Mandatory Wastewater Connection Program
2. Do Not Hold a Public Hearing and Do Not Adopt an Ordinance Creating a Mandatory Wastewater Connection Program
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Creating a Mandatory Wastewater Connection Program

ORDINANCE NO. 2022-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA CREATING A MANDATORY WASTEWATER CONNECTION PROGRAM; PROVIDING CERTAIN FINDINGS; CREATING A NEW ARTICLE III OF CHAPTER 36 OF THE JEFFERSON COUNTY CODE OF ORDINANCES RELATING TO MANDATORY WASTEWATER CONNECTION; CREATING SECTION 36-35 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED DEFINITIONS; CREATING SECTION 36-36 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED MANDATORY CONNECTION TO WASTEWATER FOR NEW DEVELOPMENT; CREATING SECTION 36-37 OF THE JEFFERSON COUNTY CODE OF ORDINANCES ENTITLED WASTEWATER MANDATORY CONNECTIONS FOR EXISTING DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 381.00655, Florida Statutes, requires property owners to connect to an available publicly owned sewerage system within 365 days after written notification that the sewerage system is available for connection; and

**WHEREAS**, the City of Monticello (the “City”) owns and operates a public utility system, which provides central water and wastewater services within its service area; and

**WHEREAS**, the City is seeking state loans and grants to finance the extension of its utilities and the construction of needed central wastewater utilities, which will enable properties to be served to develop at potentially greater intensities and densities in furtherance of economic development; and

**WHEREAS**, it further benefits the County, the citizens, and the environment to have property owners utilize central sewer service instead of onsite sewage treatment systems when available; and

**WHEREAS**, the County has determined that certain properties located within the County have or will have central sewer service available to them as provided in Section 381.00655, Florida Statutes, and that it is in the best interest of the health, safety, and welfare of the County to establish and enforce a uniform mandatory connection policy for those properties with available wastewater services; and

**WHEREAS**, Section 5.11.4 of the Jefferson County Land Development Code provides that existing septic tank and package treatment plants may remain in service until central wastewater service is available and it further limits the use of septic tanks and wastewater package treatment plants for new development to areas where central wastewater service is not available.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA**, that:

**SECTION 1: FINDINGS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2: CREATION OF ARTICLE III, CHAPTER 36 OF THE JEFFERSON COUNTY CODE OF ORDINANCES.** Article III, Chapter 36 of the Jefferson County Code of Ordinances, entitled Mandatory Wastewater Connection, is hereby created to read as follows:

### **ARTICLE III. – MANDATORY WASTEWATER CONNECTION**

#### **Sec. 36-35. - 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:

**Available** means that the City Wastewater System is capable of being connected with the plumbing of an establishment or residence, is not under a Florida Department of Environmental Protection moratorium, and has adequate permitted capacity to accept the sewage to be generated by the establishment or residence, and:

1. For a residential subdivision lot, a single-family residence, or an establishment, any of which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection, exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment.

2. For an establishment with an estimated sewage flow exceeding 1,000 gallons per day, a sewer line, force main, or lift station exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.



3. For any Major Development, commercial subdivisions with more than 5 lots, and areas with a land use or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

4. For repairs or modifications within areas with a land use or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within 500 feet of an establishment's or residence's sewer stub-out as measured and accessed via existing rights-of-way or easements.

**City** means the City of Monticello, Florida, a Florida municipal corporation.

**City Wastewater System** means the public wastewater utility owned and operated by the City of Monticello.

**Continuous Compliance** means the Onsite Sewage Treatment and Disposal system meets the following requirements: (i) after a current inspection in accordance with rules of the applicable state regulatory agency, the system is found to be currently operating in conformance with all applicable rules, orders, statutes and/or regulations relating to the operation and maintenance of the facility, and (ii) the system has not been out of compliance at any time during the preceding twelve (12) months before the notification prescribed by Section 36-37(c), with any rule, order, statute and/or regulation relating to the operation and maintenance of the facility of any regulatory agencies or governmental authorities having jurisdiction over that facility. If an equipment malfunction that causes a transitory or temporary violation is immediately repaired by the owners of any affected system, such malfunction shall not be deemed or construed to cause the system to be out of Continuous Compliance.

**Major Development** means any development meeting the requirements of Section 9.1.4.(B)(1)(a), (b), or (c), of the Jefferson County Land Development Code.

**Onsite Sewage Treatment and Disposal System** means any sewage treatment or disposal facility not equipped to treat to effluent reuse standards, whether serving individual buildings or units or several buildings or units, which treats or disposes of human body or household type wastes. Such systems include, but are not limited to, any system subject to Rule 6E-6, F.A.C., standard septic tank systems, performance-based septic systems, aerobic treatment units, laundry wastewater systems, grease interceptors, waterless, incinerating or organic waste composting toilets, and individual "package" sewage treatment plants which are installed or proposed to be installed on land of the owner or on

other land to which the owner or owners have the legal right to install a system and which primarily serves or proposes to serve the owner's property or development.

**Service Area** means the area along US 19 from Interstate 10 north to the intersection with Boston Highway, as more specifically depicted in Exhibit A attached hereto.

**Sec. 36-36. – Mandatory Connection to Public Wastewater for New Development.**

(a) Upon development, redevelopment, or expansion of any property in the Service Area with Available wastewater services, the property shall be connected to the City Wastewater System prior to the issuance of a Certificate of Occupancy or its functional equivalent for the property.

(b) It is unlawful for any person to construct, install or repair an Onsite Sewage Treatment and Disposal System or other similar wastewater treatment systems in or upon any property where a public sewage system is Available.

(c) All connections shall be made in accordance with the rules and regulations adopted from time-to-time for the City Wastewater System.

**Sec. 36-37. – Mandatory Connection to Public Wastewater for Existing Development.**

(a) Unless exempted in accordance with Section 36-37(f), the owner of an improved parcel of land in the Service Area with a properly functioning Onsite Sewage Treatment and Disposal System, excluding an approved onsite graywater system, shall connect the plumbing system of any improvement located thereon to the Available City Wastewater System within 365 days after written notification that the public wastewater system is Available for connection. The owner of an existing Onsite Sewage Treatment and Disposal System shall also be responsible for properly decommissioning any such Onsite Sewage Treatment and Disposal System immediately after connection to the Available City Wastewater System.

(b) The owner of an improved parcel of land within the Service Area with an Onsite Sewage Treatment and Disposal System that needs repairs or modification to function in a sanitary manner or to comply with the requirements of Florida law, shall connect the plumbing system of any improvement located thereon to the Available City Wastewater System within 90 days after written notification that the public wastewater system

is Available for connection. The owner of an existing Onsite Sewage Treatment and Disposal System shall also be responsible for properly decommissioning any such Onsite Sewage Treatment and Disposal System immediately after connection to the Available public wastewater system.

(c) The City must notify the owner of the property of the availability of the central wastewater system in accordance with Section 381.00655, Florida Statutes.

(d) All connections shall be made in accordance with the rules and regulations adopted from time-to-time for the City Wastewater System.

(e) In the event an owner fails or refuses to timely connect to the public wastewater system within the time prescribed herein, the City or County may seek and employ any legally available remedy to cause or effectuate the connection to the public wastewater system. In the event the County is required to seek a writ or order, or otherwise litigate any action compelling connection, all costs of such action experienced by the County, including attorney fees and court costs, may be assessed to the owner.

(f) The following exemptions are authorized from the connection requirement in this Section 36-37:

(1) Upon application and approval, any property owner with a properly functioning and permitted performance-based Onsite Sewage Treatment and Disposal System shall be exempt from the requirement to connect prescribed in Section 36-37(a) for so long as the performance-based Onsite Sewage Treatment and Disposal System continues to meet all operating permit requirements as verified by annual inspection reports submitted to the City. Should the performance-based Onsite Sewage Treatment and Disposal System be declared a public health hazard, inoperative, require a repair or modification permit, or be included in a consent order, then upon notification, the exemption shall be revoked and the owner shall connect in accordance with 36-37(b).

(2) Upon application and approval, any property owner with an Onsite Sewage Treatment and Disposal System shall be exempt from the connection requirement prescribed in Section 36-37(a) if the Onsite Sewage Treatment and Disposal System has maintained Continuous Compliance. The property owner must recertify this exemption annually based on a new inspection and determination of Continuous Compliance. Should the Onsite Sewage Treatment and Disposal System ever fail to be recertified as exempt pursuant to this paragraph, be declared a public health hazard, inoperative,

require a repair or modification permit, or be included in a consent order, then upon notification, the exemption shall be revoked and the owner shall connect in accordance with 36-37(b).

(3) Upon application and approval, the County may, with the approval of the applicable state agency with jurisdiction over the permitting of On-Site Sewage Treatment and Disposal Systems, waive the connection requirement prescribed in Section 36-37(a) for the owner of a properly functioning and permitted Onsite Sewage Treatment and Disposal System, if it determines that such connection is not required in the public interest after consideration of public health concerns. Should the Onsite Sewage Treatment and Disposal System ever be declared a public health hazard, inoperative, require a repair or modification permit, or be included in a consent order, then upon notification, the exemption shall be revoked and the owner shall connect in accordance with 36-37(b).

**SECTION 7: INCLUSION IN THE CODE OF ORDINANCES.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Jefferson County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

**SECTION 8: CONFLICT AND SEVERABILITY.** In the event this Ordinance conflicts with any other Ordinance of Jefferson County or other applicable law, the more restrictive shall apply. If any phrase or portion of the Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

**SECTION 9: EFFECTIVE DATE.** A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment and shall become effective as provided by law.

**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Jefferson County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

\_\_\_\_\_  
Gene Hall, Chairman

Attest as to Chairman's signature:

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KIRK REAMS, Ex-Officio Clerk

APPROVED AS TO FORM:

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HEATHER ENCINOSA, County Attorney

**EXHIBIT A**  
**SERVICE AREA**

# Board of County Commissioners

## Agenda Request

Date of Meeting: November 3, 2022

Date Submitted: October 28, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Public Hearing to Consider Adoption of an Ordinance Amending and Restating the County's Purchasing Policy

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### **Statement of Issue:**

This agenda item requests Board approval to hold a Public Hearing to Consider Adoption of an Ordinance Amending and Restating the County's Purchasing Policy.

### **Background and Analysis:**

At a prior Board meeting, the County Attorney discussed issues related to the County's existing purchasing policy and the need to make changes to same in order to ensure that the County's purchases of goods, services, and equipment are done in a manner that is compliant with applicable laws, rules, and regulations, and further achieves the goals of encouraging fair and open competition, efficiently using available County resources, obtaining the best value for the County, and ensuring integrity in the procurement process.

The attached draft Ordinance repeals the County's existing purchasing policy and establishes a revised purchasing policy, to be codified as a new Article I within Chapter 2 of the Code (related to Administration). The Ordinance establishes the following signature authority thresholds (i.e. who has final approval authority over a procurement) and methods of procurement to be followed:

PROCUREMENT THRESHOLDS			
TIERS	PROCUREMENT REQUIREMENTS	THRESHOLD AMOUNTS	SIGNATURE AUTHORITY
Tier 1	Petty Cash	Not to exceed \$100.00	Department Director
Tier 2	Verbal Quotes	\$100.01 to \$2,500.00	Department Director
Tier 3	Written Quotes	\$2,500.01 to \$20,000.00	County Manager
Tier 4	Competitive Sealed Bids/Proposals	\$20,000.01 and up	Chairman



For procurements within the verbal quote threshold (not to exceed \$2,500) the county must obtain at least two quotes. For procurements within the written quote threshold (not to exceed \$20,000) the county must obtain at least three written quotes (or provide written justification as to why obtaining three quotes is not practicable). All purchases that are projected to be over \$20,000 require the use of a formal competitive procurement process and would be approved by the Board of County Commissioners.

For competitive procurements, the County's existing purchasing policy only contemplates use of an invitation to bid process. Procurements can take many forms, and there are times when it would be advantageous to the County to use a different method of procurement, such as a request for proposals, invitation to negotiate, and request for qualifications. These methods are particularly appropriate when the County is unable to clearly define the required scope of services.

The Ordinance authorizes the following methods of competitive procurement:

- Request for Proposals
- Request for Qualifications
- CCNA Procurements (for engineers, architects, surveyors/mappers, and landscape architects)
- Invitation to Bid
- Invitation to Negotiate

The Ordinance further dictates how solicitations are to be prepared and advertised and provides procedures related to the conduct of procurements (including pertaining to the cone of silence, establishment of selection committees, evaluation/scoring of responses, correction/withdrawal of responses, bid protests, etc.).

The Ordinance also establishes certain exemptions from competitive procurement, including for real property, travel, advertisements, utility services, and consultant services. The Board may also waive the requirements of the purchasing policy when deemed to be in the best interests of the County.

**Options:**

1. Hold a Public Hearing and Adopt the Ordinance Amending and Restating the County's Purchasing Policy
2. Do Not Hold a Public Hearing and Do Not Adopt the Ordinance Amending and Restating the County's Purchasing Policy
3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Creating a New County Purchasing Policy Within Chapter 2 of the Code

**ORDINANCE NO. 2022-\_\_\_\_\_ 22-\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA, ESTABLISHING REGULATIONS AND PROCEDURES APPLICABLE TO COUNTY PURCHASING; PROVIDING PURCHASING CONCEPTS, OBJECTIVES, AND DEFINITIONS; ESTABLISHING GENERAL GUIDELINES AND PURCHASING THRESHOLDS; PRESCRIBING THE METHOD OF PROCUREMENT TO BE FOLLOWED DEPENDENT ON THE CIRCUMSTANCES; AUTHORIZING EMERGENCY PURCHASES; ESTABLISHING REQUIREMENTS APPLICABLE TO COMPETITIVE PROCUREMENTS; ESTABLISHING REQUIREMENTS FOR PAYMENT AND PERFORMANCE BONDS; ESTABLISHING PROVISIONS APPLICABLE TO VENDORS LISTS AND THE SUSPENSION AND DEBARMENT OF VENDORS; ESTABLISHING PROVISIONS APPLICABLE TO CONFLICTS OF INTEREST IN PROCUREMENTS; ESTABLISHING PROVISIONS APPLICABLE TO PROCUREMENTS UNDER COUNTY GRANTS; ESTABLISHING PROVISIONS APPLICABLE TO THE USE OF PURCHASING CARDS; ESTABLISHING PROVISIONS APPLICABLE TO THE ACQUISITION AND DISPOSAL OF SURPLUS PROPERTY; ESTABLISHING PROVISIONS APPLICABLE TO THE SOLICITATION OF MINORITY, WOMEN, AND SMALL BUSINESSES ENTERPRISES; RE-CODIFYING SECTIONS 2-2 AND 2-3 OF THE CODE AS NEW ARTICLES WITHIN CHAPTER 2; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners (“Board”) of Jefferson County, Florida (“County”), previously adopted a purchasing policy establishing regulations and procedures applicable to the County’s procurement of goods and services; and

**WHEREAS**, the Board has determined that certain updates and modifications to the County’s purchasing policies and regulations are warranted; and

**WHEREAS**, to ensure that state and federal procurement laws, rules, and regulations are enforced and carried out under the highest ethical standards, to encourage full and open competition, and to the extent possible achieve the best value for the County, the Board now desires to repeal the County’s existing purchasing policy and adopt a new Purchasing Ordinance to provide regulations and procedures to guide both County staff and potential vendors and service providers.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Jefferson County, Florida:

**SECTION 1. REPEAL OF SECTION 2-1 OF THE JEFFERSON COUNTY CODE OF ORDINANCES.** Section 2-1 of the Jefferson County Code of Ordinances entitled “Authority of Officers and Employees to Make Purchases,” is hereby repealed in its entirety.

**SECTION 2. CREATION OF A NEW ARTICLE I WITHIN CHAPTER 2 OF THE JEFFERSON COUNTY CODE OF ORDINANCES RELATED TO ADMINISTRATION.** There is hereby created a new Article I within Chapter 2 of the Jefferson County Code of Ordinances, to be entitled “Purchasing,” to read as follows:

***ARTICLE I. PURCHASING***

**Sec. 2-1. Concepts and objectives.**

(a) *Purpose.*

- (1) The purpose of this Purchasing Policy is to maximize the value of public funds in procurement; to provide safeguards for maintaining a procurement system of quality and integrity; and to provide for fair and equitable treatment of all persons involved in public procurement; to encourage the growth of small and minority businesses through the promotion of an atmosphere conducive to the development and maintenance of small and minority business participation in the county's procurement system. It is the goal of the Jefferson County Board of County Commissioners (hereinafter referred to as "Board") to develop a comprehensive procurement system. This system will provide greater cost-effectiveness and public accountability in the procurement process.
- (2) This Article governs all of the procurements made by the County. No contract or purchase shall be subdivided to avoid the requirements of this article.

(b) *Concepts.* The procurement function is to ensure that procurement laws, rules, and regulations are enforced and carried out under the highest ethical standards, to encourage full and open competition, and to the extent possible achieve the best value for the county. Strict adherence by all county officers, employees, agents and by the suppliers and contractors to specific ethical considerations is required to maintain the confidence of the public, the county, and the business community in the expenditures of county funds. To this end, the county strives:

- (1) To procure for the county the highest quality in commodities, equipment and services at the least expense and/or the best value to enable the greatest cost effectiveness in performance to the county.
- (2) To encourage uniform bidding and to endeavor to obtain full and open competition on all purchases and sales.
- (3) To keep informed of current developments in the field of procurements, prices, market conditions and new products to secure for the county the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

(c) *Objectives.* The objectives of the Purchasing Policy are:

- (1) To deal fairly and equitably with all suppliers wishing to do business with Jefferson County.

- (2) To assure adherence to all purchasing laws, regulations, and procedures.
  - (3) To maximize competition for all procurements.
  - (4) To obtain maximum savings through bulk purchases and other value adding techniques.
  - (5) To administer the contracting function with internal efficiency.
  - (6) To purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable suppliers meeting the county's needs.
  - (7) To obtain maximum value from transfer, trade, sale or other disposition of surplus and/or obsolete property.
- (d) *Purchasing Policy Ethics.*
- (1) Acceptance of gifts at any time, other than advertising novelties, is prohibited. Acceptance of entertainment is also prohibited. Employees must not become obligated to any suppliers and shall not conclude any county transaction from which they may personally benefit.
  - (2) No county officer or employee shall bid for, enter into, or be in any manner interested in any contract for county purchases nor shall any officer or employee seek to influence the purchase of a product or service from any bidder; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase.
  - (3) The provisions of Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly applies to this Purchasing Policy. A violation of Section 112.313, Florida Statutes, pertaining to purchasing or contractual relationships shall also be deemed a violation of this Purchasing Policy. Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: § 112.313, Fla. Stat. (Standards of Conduct), § 218.70, Fla. Stat. (the Florida Prompt Payment Act), § 255.05, Fla. Stat. (Performance and Payment Bonds for Public Works), § 255.0525, Fla. Stat. (Advertising for Competitive Procurements), § 255.101, Fla. Stat. (Minority Business), § 287.055, Fla. Stat. (Consultants' Competitive Negotiation Act), § 287.087, Fla. Stat. (Preference to Businesses with Drug Free Workplace), §§ 336.41 and 336.44, Fla. Stat. (County Roadwork).

**Sec. 2-2. Definitions.**

For the purposes of this article and any documents pertaining to the use of this article (e.g., contracts, purchasing orders, etc.), the following terms, phrases, words and their derivations shall have the meaning given herein, unless otherwise specifically defined in any specific document:

*Agreement.* A contract for the procurement or disposal of supplies, services, materials, real property, equipment or construction.

*Appropriation.* Legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and also to the time when it may be expended.

*Award.* The determination of a successful response to a solicitation resulting in an offer to provide goods or perform services.

*Bid Bond.* An insurance contract in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid.

*Board.* The Jefferson County Board of County Commissioners, the legislative body of Jefferson County, Florida.

*Brand Name or Equivalent Specification.* A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet the county requirements and which provide for the submission of equivalent products.

*Business.* Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity, engaged in the commercial provision of commodities, services or labor.

*CCNA Thresholds.* The monetary threshold in Section 287.017, Florida Statutes, category five, for basic construction cost, and in Section 287.017, Florida Statutes, category two, for planning or study activities.

*Change Order.* A written order amending the scope of, or correcting errors, omissions, or discrepancies in, a contract or purchase order.

*Commodity.* Goods or products that the county may contract for or purchase for the use and benefit of the county. It is a specific item and it is different from the rendering of time and effort by a provider.

*Competitive Procurement.* An open and competitive process for the procurement of commodities, equipment and services, including, but not limited to, invitations to bid, invitations to negotiate, requests for proposals, and request for qualifications.

*Cone of Silence.* The prohibition of any communication between a vendor and a County officer, contract staff/employee, or agent regarding a pending competitive procurement, except for such communications at a duly noticed pre-proposal conference, oral presentation, or with the BOCC's designated representative noted in the competitive procurement documents. Upon the advertisement of a competitive procurement, the cone of silence shall apply. The cone of silence shall terminate upon the issuance of the notice of award, the rejection of all responses, or the termination of the competitive procurement, whichever occurs first. Violation of the cone of silence by a vendor shall disqualify the vendor from participation in the competitive procurement.

*Construction.* The process of building, altering, repairing, improving, or demolishing any structure or building, or other public improvements of any kind to any real property including roadways, utilities, and facility site work.

*Consultant's Competitive Negotiations Act (CCNA) Professional Services.* Services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

*Contract.* A deliberate written agreement between two or more competent parties to perform a specific act or acts, or for the procurement of goods, services, consultant services, or construction.

*Contract Amendment or Modification.* Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quality, or other provision of any contract accomplished by mutual action of the parties to the contract.

*Contractor.* Any business that provides goods or services to the county.

*Contractual Services.* The rendering by a contractor of its time and effort rather than the furnishing of specific commodities.

*Cooperative Procurement.* Competitive procurement conducted by, or on behalf of, more than one public procurement unit or the use of another federal, state or local government procured contract (this term is also known as piggybacking).

*County.* Jefferson County, Florida.

*County Manager.* The County Manager for Jefferson County, Florida, or such person's Designee.

*Debarment.* A vendor is prohibited from submitting bids, proposals, quotes, or responses to any competitive procurement, or otherwise conducting business with the county until such time they are reinstated to the status of active vendor.

*Department Director.* The director of an official County department.

*Designee.* The duly authorized representative of a person holding a superior position.

*Emergency.* Any occurrence or threat thereof whether natural, manmade, or technological, in war or in peace, which results or may result in substantial injury or harm to the public health, safety, or welfare, or substantial damage to or loss of property, or those situations where the operation of an essential department would be seriously impaired if immediate action were not taken.

*Emergency Procurement.* An expeditious purchase of goods, services, consultant services and/or construction to address an emergency.

*Fixed Asset/Equipment.* Any item of capital nature, of cost or value exceeding \$1,000.00, and with an estimated life span of over one year. A capital fixed asset is an item with a cost or value of \$5,000.00 or more.

*Formal Solicitation.* The placement of a notice in a newspaper of general circulation according to legal requirements to inform the public that the county is requesting responses for a specific procurement it intends to make.

*Invitation to Bid (ITB).* A written solicitation document used for competitive procurement of goods, services, and/or real property, when specifications are available and the selection will be based upon the lowest responsive and responsible bidder. Factors other than price will be considered in the award determination.

*Invitation to Negotiate.* A written solicitation document used for the competitive sealed bidding of the purchase of goods or services when the scope of the project is not certain and the county desires input from the vendors on the project specifications.



*Irregularity.* Any change or omission in an offer or contract that does not have an adverse effect on the county's best interest, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and, not inconsistent with applicable laws.

*Material Mistake.* Any deviation or variance from the procurement requirements or other mistake that gives one vendor a substantial advantage over other vendors in a competitive procurement.

*Negotiation Team.* A group of members established by the county for the purpose of conducting negotiations as part of a competitive procurement.

*Non-Material Mistake.* Any deviation or variance from the procurement requirements or other mistake that does not affect price, give one vendor an advantage or benefit not enjoyed by other vendors and does not adversely affect the interests of the county.

*Payment Bond.* The approved form of security furnished by the vendor and its surety that assures payments, as required by law, to all persons supplying goods or services for the completion of work under the contract, also known as a contract bond.

*Performance Bond.* The approved form of security furnished by the vendor and its surety as a guarantee that the vendor will fully perform in accordance with the terms of a contract.

*Personal Property.* Property consisting of movable articles that are either tangible, such as furniture or computers, or intangible, such as stocks, bonds, licenses.

*Posting.* An act whereby the county places on a bulletin Board, in a designated location, and/or on the county website, a listing which indicates the county's recommendations for bid awards and solicitations for bids and proposals.

*Pre-bid Conference.* A meeting held with prospective bidders prior to solicitation of, or the date of receipt of bids or proposals, to recognize state of the art limits, technical aspects, specifications, and standards relative to the subject, and to elicit expertise and bidder's interest in pursuing the task.

*Procurement Office.* The County department which is designated with the primary responsibility for preparing, advertising, and overseeing all County purchases in accordance with this Article. The Procurement Office shall be the Office of the County Manager unless otherwise designated by the County Manager.

*Professional Services.* The technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals as designated by the procurement services manager.

*Proposal.* An executed formal document submitted to the county describing the goods, consultant services, and/or services offered to satisfy the need as requested in the request for proposal.

*Purchase Order.* A document generated by the county documenting a written sales agreement between the county and a seller detailing the exact commodities, equipment or services to be rendered from a single vendor.

*Purchase/Procurement.* Buying, procuring, renting, leasing, or otherwise acquiring any supplies, materials, equipment, goods, consultant services, construction, and/or services required by the county for public purposes.

*Quotation.* Any oral or written informal offer by a vendor to the county to furnish specific goods and/or services at a stated price.

*Real Property.* Property consisting of land and all rights, privileges, or improvements belonging to and passing to lands, as buildings, crops, or mineral rights.

*Request for Proposals (RFP).* A solicitation of responses for the supply of commodities, equipment or services for which the scope of work, specifications, or contractual terms and conditions cannot be well defined. The RFP outlines the procurement process and contract terms, and provides guidance on how the response should be formatted and presented. The RFP process requires a technical and management approach and a fee proposal; however, evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall state the relative importance of price and other evaluation criteria.

*Request for Qualifications (RFQ).* A solicitation of responses for services where the specifications of required services are broad and specialized in nature, such as attorney, auditor, CPAs, etc. The RFQ outlines the procurement process and contract terms and provides guidance on how the response should be formatted and presented. RFQ solicitations focus on the qualifications of the potential providers, rather than price. Primary qualifications include experience of key staff, relevant past experience of the company and client references.

*Request for Quotation.* An informal request either oral or written to solicit prices for specific, defined goods and/or services.

*Responsible Vendor.* A vendor submitting a response who has the capability in all respects to perform fully the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will assure good faith performance.

*Responsive Vendor.* A vendor submitting a response that substantially conforms with all material respects to the requirements and criteria set forth in the competitive procurement.

*Selection Committee.* A group of members established by the county for the purpose of evaluating requests for proposals, requests for qualifications and invitations to negotiate as part of a competitive procurement.

*Services.* The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than that which is not defined as supplies and which is merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

*Single Source.* A commodity that can be procured from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

*Sole Source.* A commodity that can be legally procured from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential supplier for that item. Use of brand names and model numbers does not constitute a sole source.

*Specifications.* A description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.

*Surplus Property.* Any tangible personal property or real property in excess of the needs of the county and not required for its foreseeable need.

*Suspension.* A vendor is prohibited from submitting bids, proposals, quotes, or responses to any competitive procurement, or otherwise conducting business with the county for a definite period of time.

*Vendor.* Any business that will be or has been awarded a contract or purchase order by the county.

### **Sec. 2-3. General Guidelines.**

The procurement method and authorizing authority varies based upon the amount of the purchase. Generally, all purchases for commodities, equipment and services, when the estimated cost thereof shall equal or exceed \$20,000.01, shall be purchased competitively. Purchases below \$20,000.01 shall be handled in the manners specified herein, which are designed to maximize competition and ensure the county is receiving a fair price while balancing that against the need for an efficient use of staff resources. The Board may at any time waive the competitive procurement requirements when deemed to be in the best interest of the county.

- (1) *Procurement Categories: Summary and Signature Authority.* The following procurement thresholds and procedures are hereby established to govern the procurement of commodities, equipment and services. Additionally, the authority for approving purchases within the established thresholds set forth below is hereby delegated to the persons with designated signature authority.

<b>PROCUREMENT THRESHOLDS</b>			
<b>TIERS</b>	<b>PROCUREMENT REQUIREMENTS</b>	<b>THRESHOLD AMOUNTS</b>	<b>SIGNATURE AUTHORITY</b>
Tier 1	Petty Cash	Not to exceed \$100.00	Department Director
Tier 2	Verbal Quotes	\$100.01 to \$2,500.00	Department Director
Tier 3	Written Quotes	\$2,500.01 to \$20,000.00	County Manager
<i>For procurements not exceeding \$5,000.00 the purchasing card method is highly recommended with obtaining appropriate quotes.</i>			
Tier 4	Competitive Sealed Bids/Proposals	\$20,000.01 and up	Chairman

- (2) *Budget and authority.*

- a. It is the responsibility of each department director to ensure sufficient and proper funding is available prior to obligation and/or expenditure.

- b. No county employee, except in cases of emergency as defined in this Purchasing Policy, or as provided by Chapter 252, Florida Statutes, and as instructed by the County Manager, shall issue any order for delivery on a contract or open market procurement until there is, to the credit of the using department concerned, a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order and the order is for a budgeted commodity or service.
- c. After determination of availability of funds, a purchase order shall be approved by the finance department after receipt of the purchase order or contract authorized by the county with justification, and competitive quotes/proposals or bids as required and set forth in section 2-3(1) of this Purchasing Policy.
- d. The Board shall review and approve an annual budget by line item for each department of the county. Upon approval of the line item budget, subsequent procurements that follow the guidelines set forth in this Purchasing Policy shall be considered to be authorized by the Board and the clerk of court, serving as the finance department for the Board, and the custodian of county funds shall be authorized to process payment for such goods and services with the appropriate signature authority as outlined in section 2-3(1) above.

**Sec. 2-4. Procurement guidelines.**

(a) *Tier 1: Petty Cash (not to exceed \$100.00).*

- (1) Commodities, equipment, and services with an estimated cost within the thresholds authorized in section 2-3(1) for tier 1 shall be procured through petty cash. Petty cash transactions are limited (maximum of \$100.00) to the immediate need of making change for citizen's purchases or small cash purchases necessary to continue productivity, such as tools, supplies and repair parts which do not individually exceed \$100.00. Purchases at this level do not require competitive quotes, except when deemed advisable by the procurement office. Employees who are authorized cardholders in the county's purchasing card program, are strongly encouraged to use the purchasing card whenever possible to reduce administrative time and costs.
- (2) Purchases from any petty cash fund or the reimbursement for a purchase shall be governed by the following requirements:
  - a. No purchase of any single item from any petty cash fund or for reimbursement shall exceed the authorized dollar limit for petty cash (tier 1) in section 2-3(1).
  - b. Reimbursement for employee travel expenses from a petty cash fund shall not be allowed.
  - c. The custodian of petty cash should perform a weekly reconciliation and inform the finance department of any discrepancies.

- (3) Misuse of petty cash funds is subject to personal liability and disciplinary action up to and including termination of the county employee, as determined by the County Manager. Petty cash purchases must be authorized in advance by the department director.
- (b) *Tier 2: Verbal Quotes (not to exceed \$2,500.00).*
  - (1) Commodities, equipment, and services with an estimated cost within the thresholds authorized in section 2-3(1) for tier 2 shall be procured by competitive, verbal quotes. Purchases at this level do not require written quotes, except when deemed advisable by the procurement office. Additionally, if there is an ongoing need for certain commodities, equipment, or services on a fairly regular basis that would otherwise qualify as a tier 2 purchase if viewed in isolation, then competitive procurement is required if \$20,000.01 or more will be spent within a single fiscal year.
  - (2) At least two quotations must be obtained for each purchase, which must then be approved by the department director. In those instances where the securing of two quotations is not practicable, the department director or procurement office shall provide written justification of such. The county employee soliciting the quotes shall clearly document the commodities, equipment, or services requested on a consistent basis from each vendor to assure a like-to-like comparison and shall document the date, vendor, and quotation received for the purchasing file. Quotes may also be obtained from reputable internet vendors. All vendors providing verbal quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the county for future ease of delivery, mobilization, or customer support after a purchase. The lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment will be issued a purchase order or awarded the contract.
  - (3) Employees who are authorized cardholders in the county's purchasing card program, are strongly encouraged to use the purchasing card whenever possible to reduce administrative time and costs. Misuse of purchasing cards is subject to personal liability and disciplinary action up to and including termination of the county employee, as determined by the County Manager. Purchases in this tier must be authorized by the department director.
- (c) *Tier 3: Written Quotations (not to exceed \$20,000.00).*
  - (1) General.
    - a. Commodities, equipment, and services with an estimated cost within the thresholds for tier 3 in section 2-3(1) shall be procured by competitive, written quotations.
    - b. At least three written quotations must be obtained for each purchase. In those instances where the securing of three quotations is not practicable, the department director or procurement office shall provide written justification

of such. The county employee soliciting the quotes shall prepare a written quotation solicitation form that clearly documents the commodities, equipment, or services requested and when needed, contact information, the due date for the quotation, any vendor requirements, and other relevant transactional terms. The requested commodities, equipment, or services must be adequately described on a consistent basis to assure a like-to-like comparison among vendors. This written quotation solicitation form shall be emailed, mailed, or otherwise transmitted to at least three vendors who have the required expertise and capability to perform the work or supply the commodities or equipment. Additionally, all written quotation solicitations shall be posted on the county website for a minimum of seven days so that interested vendors may submit.

- c. Quotes must be on company letterhead, a county approved quote form, or in a similar format with a date and signature of an authorized representative of the vendor.
  - d. All vendors providing written quotes must have the required expertise and capability to perform the work or supply the commodities or equipment. In determining if a vendor has the capability to perform the work or supply the commodities or equipment, consideration shall be given to the vendor's geographic proximity to the county for future ease of delivery, mobilization, or customer support after a purchase. The award will be made to the lowest cost, responsible and responsive vendor who is capable of performing the services or supplying the commodities or equipment.
  - e. The procurement office shall review the written quotations and may require additional quotations prior to award to ensure the county is receiving a fair and competitive price for the services, commodities, or equipment. The County Manager shall approve all final awards. Upon award approval, the county employee will generate a disbursement request and send to the procurement office for final review and approval. The procurement office will be responsible for obtaining appropriate signatures and will send the disbursement request to the finance department for payment processing.
- (d) Tier 4: Competitive Procurements (greater than \$20,000.01). Commodities, equipment, and services with an estimated cost equal to or greater than \$20,000.01 must comply with the competitive procurement provisions of section 2-5 of this Purchasing Policy and be approved by the Board.
- (e) Emergency Procurement.
- (1) Emergencies under this section shall be as defined in section 2-2 hereof, or as otherwise provided by applicable law.
  - (2) Following all purchases under this emergency procurement section, a report shall be prepared by the department director who initiated the procurement. The report must include complete documentation clearly stating justification for exception from normal purchasing procedures, an itemization of all individual transactions relating to the emergency procurement, an itemization of any additional work hours

above and beyond the affected employees' usual work schedule, and documentation of communication with other governmental entities (FEMA, SERT, etc.) that have taken place. This report must be submitted to the Board in concurrence with any ratification for payment items and retained by the department director as required by the records retention schedule.

- (3) In the case of emergencies that require the immediate purchase of commodities, equipment or services, the County Manager, or their designee, shall be empowered to secure such commodities, equipment or services without competitive bidding. In this event, all measures as are reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the county of the commodities, equipment or services procured.
- (4) In addition during non-business hours, a department director, is authorized to make purchases without competitive bids, when an emergency arises and such immediate purchases are necessary to protect the health, safety, welfare, or property of the county or any of its citizens or to continue operations of the department.
- (5) Documentation for emergency purchases pertaining to the above shall be submitted to the County Manager with a detailed explanation, and support materials attached if applicable, within five working days after the event occurred. Emergency purchases that are equal to or greater than \$20,000.00 shall be submitted to the Board for ratification.

(f) *Cooperative Procurement.*

- (1) The procurement office shall have the authority to purchase from and join with other units of governments in cooperative purchasing ventures when the best interest of the county would be served thereby. It is standard policy of the county to cooperate with other government agencies in the purchase of commodities, equipment and services required by the county.
- (2) The most common form of cooperative purchasing is purchasing from contracts issued by the State of Florida, Federal General Services Administration, and other government pricing for specific commodities, equipment and services.
- (3) When any other government agency has competitively procured and awarded any contract for any commodities or service, Jefferson County may purchase that commodity or service from the awarded vendor at the awarded price if the original bid specifications and award allow it. Where the public purchasing unit administering a cooperative purchase complies with the requirements of this purchasing policy, the county, when participating in such a purchase, shall be deemed to have complied with the provisions of this article. Such purchases shall be made without additional county competitive procurement provided that funding has been appropriated and approved by the Board and the purchase has been authorized by the person with signature authority as provided in section 2-3(1).
- (4) The County may bid and award the purchase of any commodities, equipment or services with the stipulation that any other government agency may also purchase the awarded product or service at the same awarded price.

- (5) Documentation requirements. The following documentation is the minimum required to use another government awarded contract.

- a. *Florida Contracts.* The procurement office is authorized to purchase commodities, equipment or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements (state negotiated agreement price schedules), agreements resulting from invitations to negotiate (ITN), the Florida Sheriffs Association statewide purchasing contract, or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services, other state agencies and groups.

For all cooperative procurements off state contracts, the required documentation includes:

1. The current state contract number.
2. If the contract has fixed unit prices, a copy of the contract is required.
3. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in a form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

- b. *Federal GSA Contracts.* The procurement office is authorized to purchase commodities, equipment or services for any dollar amount from authorized vendors listed on the eligible federal supply schedules issued by the Federal Grant Services Administration.

For all cooperative procurements off federal GSA contracts, a copy of the GSA contract showing the contract name, number and contract term is required. The ordering information pages and the pages with the pricing are also required. If the contract is a percent discount from list, then a copy of the original manufacturer's list price must be attached. This will usually be in the form of a published price list. If only some of the items on the contract are being sought, then only the pages with those prices are required.

- c. *Contracts from Other Government Entities.* The procurement office shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the county would be served thereby, and the same is in accordance with county and state law. Such cooperative purchasing ventures may take the form of joint procurements issued collectively by the county and one or more other government entities for commodities, equipment, or services required by the county and such other government entities. The procurement office may also purchase commodities, equipment, or services utilizing contracts that were competitively procured by other government entities. The procurement office shall appropriately document such cooperative procurement arrangements. All cooperative procurements conducted under this section shall be through contracts awarded through full and open competition, including use of source selection



methods equivalent to those required by this article. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative procurement. For all cooperative procurements from other government entities, the required documentation includes:

1. A complete copy of the original bid/RFP;
2. A copy of award letter/memo/agenda item with minutes by the government entity to the vendor to document award;
3. A complete copy of vendor's proposal; and
4. A complete copy of the current contract with the vendor and any amendments thereto.

(g) *Receiving and Inspection.*

- (1) It shall be the responsibility of each department to have an individual inspect commodities or services immediately upon receipt or performance to ensure that it meets the specifications as set forth in the contract. The person should inspect for proper quantities, proper quality, prompt delivery, and any damages. The receiving person should have available a copy of the contract for verification purposes. Any deviations should be immediately documented and sent to the supplier and to the procurement office.
- (2) Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to the vendor as soon as possible to resolve the issue. Time is of the essence when dealing with problems on an order. If items received are damaged or defective, the department receiving the commodities should not use the items and immediately notify the vendor and freight carrier for the corrective action. Failure to timely advise the vendor and/or freight carrier may limit the County's remedies. Also if an item is delivered damaged, the receiving user has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.
- (3) When signing for services performed, the designated County staff person should sign only for what was actually performed. County staff shall never sign blank invoices or service tickets. It is the obligation of the designated County staff person to ensure that the County receives a copy of the service/delivery ticket for the work performed.

(h) *Payment of Invoice.*

- (1) All payment requests shall be made on authorized forms, be accompanied by the original documentation, have proper signatures based on purchase conditions and amount and shall be date and time stamped when turned in. Goods or services must be received or performed before payment is requested. All payments to vendors shall be in accordance with the "Florida Prompt Payment Act," which governs payment for commodities, equipment and services by government agencies. It is imperative that all invoices are paid as promptly as possible.

- (2) It is the responsibility of the department to request payment for commodities, equipment and services received and to attach all necessary documentation required to process payment. All requests for payments for a new vendor will require the department to obtain a W-9 form from the vendor before the payment will be processed. The finance department will provide instruction as needed on policies and procedures for processing payment requests.
  - (3) A request to release a payment that has not been approved by the Board must be made in writing to the County Manager and must include justification for the exception. The County Manager has discretion to approve or deny the request if good cause is shown. All approvals will be ratified by the Board at its next available meeting.
  - (4) All purchases shall be made utilizing the county's tax-exempt certificate and number to exercise the county's tax-free benefit. A copy of the certificate may be obtained from the clerk or the procurement office.
- (i) *Fixed Asset Procedure.*
- (1) Items with a cost or value of \$1,000.00 and/or an estimated lifespan of at least one year shall be considered a fixed asset and be added to the County's property inventory. The fixed asset officer assigned by the clerk's office has the discretion to determine if an item should be added to the property inventory if the item has a cost or value less than \$1,000.00.
  - (2) It is the responsibility of the department making the purchase to include all information required to enter the asset into inventory with the request for payment. Payments will not be processed without the required information. The fixed asset officer will issue a unique number to each qualifying item, will conduct an annual audit of all assets to ensure county property is properly assigned to each department and functional, will maintain record of all transactions relating to purchase, transfer and disposal of all inventory and will provide details and instructions regarding county property as required.
- (j) *Federal and State Funded Grant Procurements.* Prior to procuring any goods or services under a federal or state funded grant award, the employee or department responsible for the procurement shall consult with the procurement office and the county attorney's office concerning applicable procurement requirements to be followed under the grant award. For federal and state grant funded projects the county shall follow the procurement processes and procedures required by the funding agency, the grant agreement, and applicable state and federal law.

**Sec. 2-5. Competitive Procurements.**

- (a) Standard Formats. All competitive procurements shall be developed using a standardized format, unless an exception is made by the County Manager and/or county attorney. All competitive procurements shall contain language indicating that the county retains the right to reject any and all responses for any or no reason and may choose to reissue the procurement.
  - (1) Requests for Proposals.

- a. The request for proposals method of procurement is used when it is not practicable for the county to specifically define the scope of work for which the commodities or contractual services is needed. Instead, the county can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. There may be several methods available to accomplish a task, and the county is considering all the available options.
- b. The procurement office and department director shall decide, based on the services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such service.
- c. The department director shall outline needs and objectives that will make up the scope of services to be addressed by the proposers. The procurement office, in conjunction with the department director, shall prepare the criteria and development of the request for proposal which should include, but not be limited to, the following:
  - Introduction
  - Terms and conditions
  - Background
  - Scope of services required
  - Evaluation criteria, including price
  - Proposal schedule
  - Selection process
  - Required forms
  - Proposed contract
- d. Proposers shall be ranked by an evaluation committee designated by the Board or County Manager and presentations may be made to the evaluation committee or Board for consideration.

(2) Requests for Qualifications.

- a. The request for qualifications method of procurement is used in the recruitment of qualified professional consulting and/or legal services. There may be several providers available to accomplish the work and the county is considering all the available options.
- b. The procurement office and department director shall decide, based on the specific services needed, if professional services are required. This decision can be made once it is determined that in-house resources are not available to adequately provide such services.
- c. The department director shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The procurement office, in conjunction with the department director, shall

prepare the criteria and development of the request for qualifications which should include, but not be limited to, the following:

- Introduction
- Terms and conditions
- Background
- Scope of services required
- Evaluation criteria
- Proposal schedule
- Selection process
- Required forms
- Proposed contract

- d. Proposers shall be ranked by an evaluation committee designated by the Board or County Manager and presentations may be made to the evaluation committee or Board for consideration.

(3) Consultants' Competitive Negotiation Act (CCNA) Procurements

- a. The purpose of obtaining CCNA Professional Services is to offer to the County special expertise, practical experience, knowledge, resources and an objective outside professional opinion. The provisions and exemptions contained in Section 287.055, Florida Statutes (commonly known as the Consultants' Competitive Negotiation Act, or "CCNA"), shall apply herein for the procurement of all professional architecture, engineering, landscape architecture, or registered surveying and mapping Services for projects that exceed the CCNA Thresholds.
- b. The following provisions are applicable to the County's selection, engagement, and use of CCNA Professional Services for County projects exceeding CCNA Thresholds and for which CCNA Professional Services are required to be secured pursuant to Section 287.055, Florida Statutes, the Consultants Competitive Negotiation Act.
  - 1. The Competitive Procurement of CCNA Professional Services shall be conducted in accordance with the procedures in Section 2-5(a)(2) hereof (for Requests for Qualifications) with the following exceptions:
    - i. Price and compensation shall not be considered in the initial evaluation of Proposals.
    - ii. In ranking responding Vendors' qualifications, the selection committee may consider: ability and adequacy of professional personnel; if applicable; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads; and other factors relevant to the specific procurement, if any.

- iii. The selection committee will rank all Vendors in numerical order and select no fewer than the top ranked three firms deemed to be the most highly qualified for purposes of competitive negotiations. In the event three qualified Vendors do not respond, the Procurement office will reject all Proposals and reissue the Request for Qualifications. In the event the County does not receive three qualified Proposals on the second procurement, the Procurement office may proceed with less than three (3) Proposals. The Intent to Award and Notice of Award shall contain the selection committee's numerical rankings.
  - 2. The County may request, accept, and consider Proposals for compensation only during the competitive negotiation phase.
  - 3. The County may enter into continuing contracts, as defined in Section 287.055, Florida Statutes, with Vendors providing CCNA Professional Services; provided, however, that individual projects exceeding those amounts in Section 287.055(2)(g), Florida Statutes, shall not be authorized under a continuing contract.
  - c. At the procurement office's discretion, the County may procure design-build contracts with Vendors pursuant to this Section 2-5(a)(3) or through an Invitation to Bid or a Request for Proposals subject to the following conditions:
    - 1. The CCNA Professional Services Vendor that prepares the design-criteria package must be procured in accordance with this Section and said Vendor will not be eligible to provide design-build Services on the same project.
    - 2. The County shall solicit, through a Competitive Procurement process, responses based on the design criteria package and evaluate the Proposals based upon the evaluation criteria in the Competitive Procurement documents which shall include price, technical, and design aspects of the public construction project, weighted for the project.
    - 3. At the procurement office's discretion, the County may procure a construction manager at risk pursuant to this Section 2-5(a)(3) and Section 255.103, Florida Statutes, which Vendor shall provide advice to the County during the project planning phase on cost effectiveness of various design and construction alternatives, scheduling, value engineering, and management, and will then take on the obligation for construction of the project.
- (4) Invitation to Bid.
  - a. The invitation to bid should be utilized when the county is capable of establishing precise specifications for a commodity or defining, with specificity, a scope of services for the commodities or contractual services sought and when the estimated cost of these commodities, equipment or services exceeds the amount specified in section 2-4(d) of this article.

Through this process, vendors are able to compete on a cost basis for like items or services. The selection will be based upon the lowest priced, responsive, and responsible bidder.

- b. The department director shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The procurement office, in conjunction with the department director, shall prepare the criteria and development of the invitation to bid which should include, but not be limited to, the following:
  - Introduction
  - Terms and conditions
  - Background
  - Scope of service or commodities required
  - Schedule
  - Selection process
  - Required forms
  - Proposed contract

(5) *Invitation to Negotiate.*

- a. The invitation to negotiate should be utilized when the scope of the project is not clearly defined and the county has determined that negotiations may be necessary to receive the best value. The invitation shall invite vendor input on the scope, schedule, and process for initiating the project. This method of procurement is frequently used in areas experiencing constant change in the marketplace and the county wants the opportunity to obtain current up-to-date goods or services at the time of contracting.
- b. The department director shall outline the general scope of services to be addressed by the proposers. The procurement office, in conjunction with the department director, shall prepare the criteria and development of the invitation to negotiate which should include, but not be limited to, the following:
  - Introduction
  - General conditions
  - Background
  - Evaluation criteria
  - Schedule and selection process.
- c. Proposers shall be ranked by an evaluation committee designated by the Board or County Manager and presentations may be made to the evaluation committee or Board for consideration.

(6) *Request for Quotations.*

- a. The request for quotations format should be utilized when the county is capable of establishing precise specifications for a commodity or defining, with specificity, a scope of services for the commodities or contractual services sought and when the estimated cost of these commodities, equipment or services does not exceed the amounts specified in section 2-4(c) of this article. Through this process, vendors are able to compete on a cost basis for like items or services. The selection will be based upon the lowest priced, responsive, and responsible bidder.
  - b. The department director shall outline specific needs and objectives that will make up the scope of services to be addressed by the proposers. The procurement office, in conjunction with the department director, shall prepare the criteria and development of the request for quotations which should include, but not be limited to, the following:
    - Terms and conditions
    - Scope of service or commodities required
    - Schedule
    - Selection process
- (b) *Noticing Requirement for Competitive Procurements.*
- (1) Newspaper.
    - a. Noticing of all requests for proposals, requests for qualifications, invitations to bid, and invitations to negotiate (unless otherwise provided by law or waived by the Board) shall be done by publishing once in a newspaper of general circulation in the county at least 14 calendar days prior to the date set for the receipt of the competitive procurement.
    - b. Section 255.0525, Florida Statutes, states that any construction project that is projected to cost more than \$200,000.00 shall be publicly advertised at least once in a newspaper of general circulation in the county at least 21 calendar days prior to the bid received date and at least five calendar days prior to any scheduled pre-bid conference. If the construction project is expected to cost more than \$500,000.00, it must be advertised at least 30 calendar days prior to the bid received date and at least five calendar days prior to any pre-bid conference.
    - c. The notice shall include a general description of the goods or services to be purchased, the location where specifications may be obtained, closing date, and the time and place for receipt of and the opening of the competitive procurement.
    - d. Noticing of all requests for written quotations pursuant to section 2-4(c) shall not require a newspaper ad.

- (2) Active Vendor List. Vendors on the active vendor list shall be provided notice of the competitive procurement which states the same information appearing in the written notice. This may be via e-mail, mail or other communicative technology as deemed appropriate by the county. Active vendors' list procedures are contained in section 2-8(a) hereof.
- (3) Website.
  - a. When advertised in newspapers, the notice shall also be listed on the official county website.
  - b. All requests for written quotations shall be listed on the official county website for a minimum of seven days.
- (c) *Cone of Silence.* Prospective vendors shall not communicate or attempt to communicate with any county staff, officers, or agents regarding the competitive procurement beginning with the date of the advertisement of the competitive procurement and ending with the issuance of a notice of award, the rejection of all responses, or the termination of the competitive procurement, whichever occurs first. No interpretation of the meaning of plans, specifications or other documents can be made to a prospective vendor orally. Vendors who violate this cone of silence will be disqualified from participating in the competitive procurement. The cone of silence does not apply to:
  - (1) Communications at any public proceeding or meeting, including pre-bid conferences, site visits, selection committee presentations, or pre-award meetings.
  - (2) Communications during contract negotiations between designated BOCC contract staff/employees and the vendor named in the notice of award.
  - (3) Communication with a vendor by an BOCC contract staff/employee or agent following competitive procurement opening to clarify the vendor's proposal.
  - (4) Communication following the filing of a challenge to a competitive procurement between the protesting vendor or the selected vendor and designated BOCC contract staff/employees or agents concerning the challenge.
  - (5) Purchases exempt from competitive procurement pursuant to this policy.
  - (6) Communications with a designated County staff person or agent specified in the solicitation documents for the purpose of asking questions or seeking clarification regarding aspects of the procurement.
- (d) *Competitive Procurement Process.* All competitive procurements are to be prepared by the procurement office in conjunction with staff, who will provide input on the scope of the commodities, equipment or services needed, the legal ads, dates, opening, vendor lists and other pertinent information as may be required by the procurement office.
  - (1) *Response Submission.*



- a. Responses to all competitive procurements shall be submitted to the county no later than the date and time designated in the instructions. The envelope containing the competitive procurement shall be sealed and marked according to instructions in the specifications. The procurement office, or designee, shall date and time stamp each response as it is received and file the responses, unopened, in a secure file until the time designated for the opening. Responses received after the designated time shall be returned unopened to the sender.
- b. Mandatory and non-mandatory conferences may be held when deemed necessary by the affected department director, procurement office, or the County Manager. Notification of the conferences will be outlined in the competitive procurement package or provided by separate notice. However, any written material to be distributed to potential respondents must be approved in advance by the procurement office and made part of the competitive procurement.
- c. Registration or certification under Chapter 489, Florida Statutes, is required before any contract is awarded for construction work on buildings or other improvements to real property, except for roads or utilities as specified in Section 489.113, Florida Statutes, or is otherwise exempt under Section 489.103, Florida Statutes.

(2) *Opening of Responses.*

- a. Upon receipt, all responses shall be clocked in at the procurement office and held unopened until the opening date. All competitive procurements shall be opened in public at the time and place stated in the public notice with at least two witnesses present. At least one witness shall be a county employee to record the opening, the other witness may or may not be an employee of the county but they cannot be a respondent to the competitive procurement.
- b. The purpose of the opening is to record the responses received and to ensure that the responses are in compliance with the basic requirements of the competitive procurement. Responses are not analyzed for quality or substance at the opening. A recording of all responses received shall be available for public inspection unless the procurement responses result in the reissuance of the procurement. A copy may be provided upon request and a copying charge may apply.

(3) *Rejecting Responses.* The procurement office, after consultation with the affected department director, County Manager and/or the county attorney, shall have the authority to reject any and all responses for any or no reason. The county will not be held responsible for any costs incurred by vendors/bidders in the case of rejection.

(4) *Correction or Withdrawal of Responses; Material Mistakes; Cancellation of Awards.*

- a. A response submitted to the county as part of a competitive procurement may not be withdrawn unilaterally by the respondent. Correction or withdrawal of inadvertently erroneous responses before or after the competitive procurement opening, or cancellation of awards or contracts based on such mistakes, may be permitted where appropriate, as determined by the County. Mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice received in the office designated in the procurement prior to the time set for opening.
- b. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of nonjudgmental character was made, the nature of the mistake, and the price actually intended. After the competitive procurement opening, no changes in prices or other provisions prejudicial to the interests of the county or fair competition shall be permitted. The assigned unit price, when applicable, will be the prevailing decision when an extension price is in error. In place of correction, a low bidder establishing a non-judgmental material mistake of fact may be permitted to withdraw its bid if:
  - 1. The response was submitted in good faith;
  - 2. The magnitude of the error made would make enforcement a severe hardship;
  - 3. The miscalculation was not the result of gross negligence;
  - 4. The error was reported immediately to the county;
  - 5. It is not later than 24 hours after the competitive procurement opening, except that if the following day is not a business day for the county. In such case, a withdrawal may be made until 12:00 noon the next county business day.
- c. All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the county attorney.

(5) *Evaluation of Invitations to Bid.*

- a. In an invitation to bid process, the county may consider the following factors in addition to price when determining whether a bidder is responsive and responsible:
  - 1. Ability, capacity and skill of the bidder to perform the contract.
  - 2. Whether the vendor can perform the contract within the time specified, without delay, interference, or conflict with current workload.

3. Character, integrity, reputation, judgment, experience and efficiency of the vendor.
  4. Quality of performance of previous contracts.
  5. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
  6. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the product or service.
  7. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
  8. Ability of the vendor to provide further maintenance and service for the use of the subject of the contract.
  9. Number and scope of conditions attached to the bid or quote.
  10. Qualifications of personnel, licensing and corporate qualifications.
  11. Evidence of improper litigation.
  12. Use of one or more subcontractors with a record of poor performance.
- b. For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.
  - c. In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the County Manager is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds.
- (6) *Evaluation of Requests for Proposals, Requests for Qualifications, and Invitations to Negotiate.*
- a. The procurement office will evaluate proposals for responsiveness. All responses to a request for proposals, requests for qualifications, and invitations to negotiate that are deemed to meet the basic requirements of the competitive procurement and have not been rejected shall be distributed to the selection committee for review in accordance with the established time frames outlined in the competitive procurement.
  - b. The selection committee shall consist of at least three persons appointed by the procurement office, the County Manager, or the Board. Eligible selection committee members include county employees, persons holding positions on advisory councils or committees appointed by the Board, employees of other government agencies, employees or associates of governmental support organizations and employees or associates of other support agencies (i.e., local planning councils, etc.). Persons who are not county employees, may serve on a selection committee as either a voting

member or as an advisory, non-voting member. No supervisor will serve on a selection committee with an individual under their direct supervision. Selection committee members must be physically present at all meetings of the committee. Selection committee members must be free of conflicts and the appearance of conflicts.

- c. Selection committee members will be identified prior to the advertisement and release of a competitive solicitation. The procurement office will provide a copy of the competitive solicitation to all selection committee members at the time of release. The selection committee shall use an appropriate form, as approved by the procurement office when evaluating responses and shall conduct its evaluation in accordance with the selection criteria outlined in the competitive procurement. Selection committee members must not seek additional information or perform independent research on vendors submitting proposals. Selection committee members must evaluate and score proposals individually and must not discuss proposals with other selection committee members outside of a duly noticed public meeting, unless otherwise exempt from Section 286.011, Florida Statutes. The selection committee may hear presentations from all, or selected vendors based on the selection criteria outlined in the competitive procurement. Any presentations, ranking or shortlisting of responses shall be done at a duly noticed public meeting, unless otherwise exempt from Section 286.011, Florida Statutes.

- d. When price is included as part of an evaluation, the lowest price proposal will receive the maximum weighted score for the price criteria. Scoring of other proposals is based on the ratio of that proposal's price in relation to the lowest price. The ratio will be multiplied by the score assigned for the pricing criteria. For example:

Lowest price \$10.00 assigned maximum score of 25 points

Next lowest price \$11.00

\$10.00 divided by \$11.00 equals 0.90

Multiply maximum score of 25 by 0.90 equals 22.5 points

Next lowest price score is 22.5 points

(7) *Intent to Award.*

- a. Once the successful vendor has been determined, the procurement office shall prepare and post a notice of intent to award the competitive procurement.
- b. The notice of intent to award shall be sent by electronic mail to the selected vendor and all responsive vendors to the competitive procurement within 24 hours of the determination. The notice of intent to award shall also be posted in the county administration building and on the county website within 24 hours of the determination.

- c. Upon the distribution of the notice of intent to award to all responsive vendors, which shall be considered done once the notice is sent by the county, the time period for a procurement challenge, as outlined in section 2-5(g) below, shall begin to run.

(8) *Notice of Award.*

- a. After the challenge period in section 2-5(g) has expired, the procurement shall be awarded with reasonable promptness by the entity authorized to approve the purchase, as provided in section 2-3(1) of this article. The notice of award shall be sent to the successful vendor.
- b. The notice of award shall also be posted in the county administration building and on the county website. After conclusion of contract negotiations, as outlined in section 2-5(f) below, all procurements will be formalized by entering into either a contract with the successful vendor or issuing a purchase order to the successful vendor, as described below.

1. *Contracts (written contract).* A written contract, as described below, is used when engaging in construction, purchase of goods and/or services where a purchase order is not adequate to describe all the terms and conditions, and is required to be executed by both parties. A purchase order, as described below, may be used as backup to a contract and processed as encumbrance of funds. The department director, county attorney, County Manager, and/or Board must approve the written contract where applicable per this purchasing policy. A contract refers to a written document, between the supplier, contractor, and/or vendor and Jefferson County. This document establishes the legal working relationship between two parties. It specifies everything that is to be provided: what, when, where, how much, how many, what size, what color, how delivered, where delivered, etc. It specifies how and when payments of goods and services are to be made, maintenance terms, guaranties, etc. The contract establishes in advance the ground rules of the terms and conditions.

2. *Purchase Order.* A purchase order is the county's official legal document between the county and contractor, issued separately or in conjunction with a contract. A purchase order is used to authorize a vendor to proceed with the purchase of goods, services and/or construction as specified, and obligates the county for payment. The purchase order is used in support of other contracts or by itself to establish legal financial obligations. A purchase order may result from price research, informal quotations, sole source or competitive negotiations, or formal solicitation of bids. A purchase order shall be issued upon receipt of an acceptable, authorized requisition, after having justification, competitive quotes, or bids (as determined in accordance with the purchasing policy limits contained in Section 2-3(1)) and after confirming the availability of funding. A purchase

order is issued only after a requisition has been completed and approved. The purchase order must be written so that all the pertinent information is clear, concise and complete, therefore preventing any unnecessary misunderstandings with the vendor.

3. *Change Order or Contract Amendment.* A change order or contract amendment is processed whenever a change to the original agreement is necessary. Change orders or contract amendments are completed for modifications to scope, descriptions, unit cost, quantities, completion times etc. Change orders and contract amendments must be executed by the entity originally approving the purchase order or contract as provided in section 2-3(1). Should the change order or contract amendment increase the total dollar amount such that the approval levels, in accordance with section 2-3(1), change, then the change order or contract amendment will be required to be reapproved by the appropriate authority. Change orders and contract amendments shall not be used to avoid any standard purchasing procedure for procurement by the competitive procedures. The change order and contract amendment must be clearly and concisely defined as to the modifications and justification why the change is being requested.
- (e) *Bid Bonds/Deposits.* The County Manager and/or the procurement office shall determine if bid bonds/deposits shall be prescribed. All contracts for construction or facility improvements governed by 2 CFR § 200.326, shall require bid bonds/deposits in accordance therewith for such projects exceeding the simplified acquisition threshold, as set pursuant to 48 CFR Subpart 2.1. If required, a bid bond/deposit shall be for five percent of the amount of the bid. Unsuccessful bidders shall be entitled to full return of their bid bond/deposit. Upon determination by the Board, the successful bidder shall forfeit this bid bond/deposit or a portion thereof, upon failure to enter into a contract or act on the purchase order issued within ten working days of the notice of award and presentation of a contract by the county, whichever occurs later.
  - (f) *Contract Negotiations.* Upon approval of the selection, the County Manager with the assistance of the county attorney, if requested, will negotiate a contract with the top ranked vendor. Should the County Manager be unable to negotiate a satisfactory contract with the top ranked vendor within a reasonable time, negotiations with that vendor shall be formally terminated by letter to the vendor. The County Manager shall then undertake negotiations with the second ranked vendor, if any. Failing to satisfactorily negotiate with the second most qualified vendor, the County Manager shall terminate negotiations by letter to the vendor. The County Manager shall then undertake negotiations with the third ranked vendor, if any. Should the County Manager be unable to negotiate a satisfactory contract with any of the selected vendors, the County Manager shall, with the approval of the Board, select additional vendors from the original shortlist to continue negotiations or reissue the procurement. Once a satisfactory contract has been reached, the contract shall be presented for approval and execution by the appropriate authority as provided in

section 2-3(1). Upon execution by both parties, the notice to proceed shall be issued.

(g) *Procurement Challenge.*

- (1) Any procurement award recommendation may be challenged on the grounds of material irregularities in the procurement procedure, or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the procurement office within 72 hours of posting of the notice of intent to award. A formal written procurement challenge shall be filed within five working days in the County Manager's office after the date on which the notice of intent to challenge has been submitted. Failure to file a timely notice of intent to challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings. Vendors who do not submit a legitimate response to the competitive procurement do not have standing to file a protest. Furthermore, vendors who would not be awarded the subject contract even if the protest were successful lack standing.
- (2) The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.
- (3) The formal written procurement challenge shall: identify the vendor and the competitive procurement involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities which the vendor deems applicable to such grounds, and specifically request the relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of challenge and the formal written challenge to the selected vendor. The County Manager shall, within ten working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the County Manager's decision to the challenge prior to award of the procurement. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the county.
- (4) Nothing herein relinquishes the county's rights to waive irregularities and formalities in accordance with its procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful respondent. All decisions of the Board shall be final.

(h) *Exemption from Competitive Procurement.*

- (1) The requirement for competitive procurement is hereby waived for the purchase of the following unless the county determines that a competitive procurement is warranted for a specific purchase:
- a. All books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the state, a governmental agency, or a recognized educational institute;
  - b. Heavy equipment repairs;
  - c. All purchases of used equipment having a value of \$20,000.00 or less; however, each such purchase shall be supported by one independent estimate of value;
  - d. Cooperative purchasing (ref: section 2-4(f));
  - e. The purchase, lease, or rental of real property, except to the extent required by state law;
  - f. Abstracts of titles for real property and title insurance;
  - g. Sole source purchases (ref: section 2-5(i));
  - h. Public utility services whose rates are determined and controlled by the public service commission or other governmental authority, including but not limited to electricity, water, sewer, telephone and cable television services are exempt from the competitive procurement requirements;
  - i. Consultant services, other than those regulated by Section 287.055, Florida Statutes;
  - j. Social services (e.g., burials and indigent patient services);
  - k. Advertisements; postage; legal services, expert witnesses; court reporter services;
  - l. Dues and memberships in trade or professional organizations; fees and costs of job-related seminars and training;
  - m. Travel;
  - n. Artists, music ensembles (bands) and other entertainment providers;
  - o. Emergency purchases (ref: section 2-4(e));
  - p. Statutorily dictated procurements (such as medical examiners, forestry fire assessments, etc.); and
  - q. Other commodities, equipment or services, as determined by the Board.
  - r. Vehicle collision damage or county building damage covered by insurance claims.



- s. Appraisal services related to the purchase or sale of real property or buildings.
- (2) The requirement for competitive procurement may be waived for the purchase of:
  - a. Single source purchases (ref. section 2-5(j)); and
  - b. Other commodities, equipment or services, as determined by the Board.
- (i) *Sole Source.*
  - (1) The term "sole source" means that the commodity can be legally and reasonably purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole source purchase if, there is more than one potential supplier for that item. Use of brand names and model numbers does not constitute a sole source.
  - (2) A contract may be awarded, except as otherwise provided for under state law, for a supply, service, material, equipment or construction item(s) without competition when the procurement office, with the concurrence of the County Manager, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s).
  - (3) Such awards will be made within the authorized procurement limits identified in section 2-3(1) of this article. When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a sole source.
  - (4) The procurement office shall be authorized, after initial sole source certification, to make additional purchases for a sole source vendor for not less than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.
- (j) *Single Source.*
  - (1) The term "single source" means that a commodity can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.
  - (2) Purchases of goods and/or services from a single source may be exempted from the competitive procurement requirements upon confirmation that: (1) the use is justified based on costs or interchangeability factors; (2) the use is recommended by the project architect, engineer, or affected department director; (3) the rationale for single source is approved by the County Manager. Such awards will be made within the authorized procurement limits identified in section 2-3(1) of this article.

- (3) When a purchase exceeds the threshold amount for staff approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a single source.
- (4) The procurement office shall be authorized, after initial single source certification, to make additional purchases for a single source vendor for not less than one year or until such time as contrary evidence is presented regarding single source eligibility, whichever period is less.

**Sec. 2-6. Unauthorized Procurements.**

- (a) *Ultra Vires Procurements.* Except as herein provided, it shall be a violation of Board policy for any officer, employee or agent of the Board to order the purchase of any commodities, equipment or services or to make any contract within the purview of this article other than through the guidelines established in this article. Any purchase order or contract made contrary to the provisions herein shall be considered to be an ultra vires act, shall not be approved, and the county shall not be bound thereby.
- (b) *Subdividing Procurements.* Purchases, orders, or contracts that are subdivided to circumvent the requirements of this article shall be considered unauthorized purchases and are prohibited.
- (c) Any purchase made contrary to the provisions herein may subject employees, agents, volunteers or contractors to disciplinary action, up to and including termination.

**Sec. 2-7. Payment and Performance Bonds.**

- (a) The County Manager and/or procurement office shall determine if payment and performance bonds shall be required. All contracts for construction or repairs of public buildings and public works require payment and performance bonds in accordance with Section 255.05, Florida Statutes. All contracts for construction or facility improvements governed by 2 CFR § 200.325, require payment and performance bonds in accordance therewith for such projects exceeding the simplified acquisition threshold in 2 CFR § 200.88. Any required bond(s) will be noted in the competitive procurement documents, if applicable. Vendors are not required to secure a surety bond from a specific agency or bonding company.
- (b) All contracts that require payment and performance bonds from a surety company shall require approval by the Board. Payment and performance bonds shall be at least 100 percent of the contract price. At the discretion of the County Manager or Board, an entity entering into a contract that is for \$200,000.00 or less, may be exempted from executing payment and performance bonds.
- (c) A contractor or vendor shall provide a surety bond from a surety company authorized to do business in the State of Florida to guarantee the full and faithful performance of their contractual obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as is deemed necessary by the procurement office. Alternative surety devices, such as letters of credit, may be authorized by the Board.

**Sec. 2-8. Vendors List, Suspension and Debarment.**

- (a) *Active Vendors' List.* A vendors list for the purpose of competitive procurements shall be maintained by the county. The list shall consist of vendors that apply with the county to be placed on the list for the provision of particular commodities, equipment, and services. It is the responsibility of any potential vendor to ensure that it is placed on the active vendors' list for a particular category of commodities, equipment or services.
- (b) *Suspension and Debarment.* As set forth below, the County Manager may suspend or debar, for cause, the right of a vendor to be included on the county's vendor list. Any subsequent bid or proposal from that vendor during the pendency of such suspension or debarment shall be rejected by the county. The county shall only solicit offers from, award contracts to, and consent to subcontracts with vendors known to be reliable, ethical, and responsible. To that end, the suspension or debarment of vendors from county work that do not meet these criteria may be undertaken. The serious nature of suspension or debarment requires that such sanction be imposed only when it is in the public interest for the county's protection, and not for purposes of punishment. Such suspension or debarment shall be imposed in accordance with the procedures contained in this section 2-8(b). Suspension or debarment applies to all officers, principals, directors, partners, qualifiers, divisions or other organizational elements of the suspended or debarred vendor. The suspension or debarment applies to any existing affiliates of the vendor if they are specifically named and are given written notice of the proposed suspension or debarment and an opportunity to respond.
  - (1) *Suspension.* A vendor may be suspended based upon the following:
    - a. Failure to fully comply with the conditions, specifications, or terms of a contract with the county.
    - b. Failure to fulfill a bid, proposal or quote upon award.
    - c. Commission of any misrepresentation in connection with a bid, quotation or proposal.
    - d. Charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. If charges are dismissed or the vendor is found not guilty, the suspensions shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county.
    - e. Charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty may affect the responsibility as a county government contractor. If charges are dismissed or the vendor is found not guilty, the suspensions shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the county.
    - f. Vendor becomes insolvent, proceedings in bankruptcy regarding the vendor are filed or, vendor compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

- g. Commission of any act or omission to perform any act which is grounds for debarment.
  - h. Any other cause the County Manager determines to be compelling as to materially and adversely affect the responsibility of a vendor as a county government contractor, including but not limited to, suspension by another governmental entity.
  - i. Violation of the ethical standards set forth in local, state or federal law.
- (2) *Debarment.* A vendor may be debarred for the following:
- a. Repeated failure to fully comply with the conditions, specifications, or terms of a contract with the county.
  - b. Repeated failure to fulfill a bid, proposal or quote upon award.
  - c. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in section 2-8(b)(1)d. and e. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county.
  - d. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the county.
- (3) *Effect of Suspension and Debarment.* The county shall not solicit offers from, award contracts to, or consent to subcontracts with suspended or debarred vendors, unless the County Manager determines that an emergency exists justifying such action and obtains approval from the Board. Such vendors are also excluded from conducting business with the county as agents, representatives, subcontractors, or partners of other vendors.
- (4) *Contract Provision.* All proposed county contracts shall incorporate this provision and specify that suspension or debarment may constitute grounds for termination of such contracts.
- (5) *Suspension and Debarment Process.* The following procedures shall be utilized for the suspension or debarment of a vendor:
- a. The county department requesting the suspension or debarment shall submit to the County Manager a written complaint which shall state with specificity the facts supporting such a request for suspension or debarment and shall identify a recommended suspension or debarment period.
  - b. The County Manager shall review the complaint, verify whether it is compliant with the provisions of this article, direct any appropriate changes and forward the complaint to the vendor.
  - c. The vendor shall review the complaint and provide a written response, with supporting documentation, to each allegation. The response shall be provided to the County Manager within ten business days of receipt of the

complaint. In the event the vendor fails to respond to the complaint within the prescribed time period, the complaint, as forwarded to the vendor, shall become an effective suspension or debarment decision without further appeal.

- d. In the event the vendor files a timely and complete response to the complaint, the County Manager shall determine whether the vendor should be suspended or debarred and, if applicable, the time period for such suspension. The County Manager's decision shall be based on the facts set forth in the complaint, the vendor's response and the parameters set forth in this article.
- e. If the vendor chooses to appeal the County Manager's determination, the vendor shall have three business days to file an appeal to the Board. At its next available meeting, the Board shall review the suspension or debarment record compiled by the County Manager and the vendor. If the original decision to suspend or debar is determined to be proper and justified, the vendor shall be suspended or debarred. The Board's determination shall constitute final action by the County with respect to the matter.

(6) *Suspension or Debarment Period.*

- a. *Suspension.* The County Manager, or the Board in the case of an appeal, shall determine the period of suspension. Such period shall be commensurate with the severity of the cause(s). At the conclusion of the suspension period, the vendor shall automatically be reinstated to the status of active vendor and be eligible to submit bids, proposals, quotes, or otherwise conduct business with the county.
- b. *Debarment.* The period of debarment shall remain in effect until the vendor is reinstated to the status of active vendor.
- c. *Reinstatement.* A suspended or debarred vendor may appeal for reinstatement at any time during the suspension or debarment period based on one or more of the following reasons:
  - 1. Newly discovered material evidence;
  - 2. A reversal of the conviction, civil judgment or other action upon which the suspension or debarment was based;
  - 3. Bona fide change in ownership or management;
  - 4. Elimination of other causes for which the suspension or debarment was imposed; or
  - 5. Other reasons that the Board deems appropriate.
- d. *Appeal for Reinstatement.* The vendor's appeal for reinstatement shall be based on one or more of the aforementioned reasons. The County Manager, with the assistance of the affected department, shall have 30 days from receipt of such appeal to render a written decision to the vendor. If the vendor chooses to appeal the County Manager's determination, the vendor

shall have three business days to file an appeal to the Board. The Board's determination shall constitute final action by the County with respect to the matter.

**Sec. 2-9. Conflict of Interest.**

- (a) No elected official, employee, or agent of the county shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved.
- (b) Such a conflict would arise when the elected official, employee, or agent, or his or her immediate family has a financial or other interest in the firm selected or considered for award or any other circumstance concerning the selection, award or administration of any contract that would violate the standards of conduct in Section 112.313, Florida Statutes. The county's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything, regardless of value, from contractors, potential contractors, or parties to subagreements.
- (c) Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.317, Florida Statutes, provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.

**Sec. 2.10. Public Records and Public Meetings.**

- (a) *Public Records.*
  - (1) The county is governed by the state public records laws provided in Chapter 119, Florida Statutes. Pursuant to current state law, responses to competitive procurements received by the county are exempt until such time as the county provides notice of an intended decision or until 30 days after opening, whichever occurs first. Certain proprietary and financial information from vendors may also be confidential or otherwise exempt from public disclosure under certain circumstances.
  - (2) Official records and documents shall be retained per the requirements set forth in the Florida State Statutes regarding records retention.
- (b) *Public Meetings.*
  - (1) The county is governed by the state public meeting laws as provided in Section 286.011, Florida Statutes. Any meetings of a Board or committee where presentations, rankings, short listings, or other award decisions are to be made shall be done at a duly noticed public meeting, unless otherwise exempt from Section 286.011, Florida Statutes.
  - (2) Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive procurement, at which a vendor makes an oral presentation as part of a competitive procurement, or at which a vendor answers questions as part of a competitive procurement is exempt from Section 286.011, Florida Statutes.
  - (3) Any portion of a negotiation team meeting at which negotiation strategies are discussed is exempt from Section 286.011, Florida Statutes.

- (4) A complete recording shall be made of any meeting, or portions thereof, that are exempt from state public meeting laws. The recording of, and any records presented at, the exempt meeting are exempt from Section 119.07(1), Florida Statutes, until such time as the county provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs first.

**Sec. 2-11. Grants.**

- (a) Expenditures from funds other than general fund tax dollars may require special processing because of specific legal terms and conditions placed by the funding agency. Grants often have certain purchasing requirements that are different or additional to the county's purchasing policy and they require special purchasing procedures. It is the responsibility of the using department to identify any special purchasing requirements or provisions, notify the procurement office of them, and to ensure that all requirements are followed.
- (b) Unless otherwise specified in the grant, all grant purchases shall follow the county's purchasing policy.
- (c) The provisions of 2 CFR 200 and Rule 73C-23, F.A.C. are hereby incorporated herein by reference and shall be applicable to procurements funded pursuant to a grant agreement that is governed by those provisions.

**Sec. 2-12. Purchasing Cards.**

- (a) Utilization of the purchasing card is limited to the authorized cardholder whose name appears on the face of the card. Purchasing cards are issued by the county's purchasing card administrator following:
  - (1) Completion (and approval) of a cardholder profile information form; and
  - (2) Completion of purchasing card program training.
- (b) The Board encourages the use of the purchasing card for purchases under \$5,000.00, as well as approved travel expenditures. This process enables the cardholder to procure small dollar commodities and some services without issuance of a purchase order.
- (c) Under the purchasing card program, the cardholder may order commodities, equipment or services within procurement guidelines provided by the procurement office and within their authorized monthly or single transaction dollar limit which is established by the department director and approved by the purchasing card administrator. Using the purchasing card is intended to:
  - (1) Expedite the delivery of commodities, equipment and services;
  - (2) Reduce the number of small dollar purchase orders;
  - (3) Reduce paperwork from vendors and provide immediate payment to vendors;
  - (4) Permit purchasing in emergency situations;
  - (5) Lower overall purchasing transaction costs and increase accountability; and
  - (6) Provide certain management information in an electronic format.

- (d) When a purchasing card is issued to an employee, it constitutes a delegation of purchasing responsibilities to that employee. Therefore, cardholders must follow good purchasing practices and comply with all applicable purchasing statutes and procedures.

**Sec. 2-13. Surplus Property and Disposal.**

- (a) *Obtaining Surplus Property.*
  - (1) The procurement office has the authority to obtain property from authorized surplus property programs such as other government agencies, manufacturers, businesses or public auction when purchased in accordance of the purchasing policy thresholds.
  - (2) Surplus property obtained from another government agency (i.e. a county, city, etc.) shall be reviewed and the appropriate process determined by the County Manager on a case-by-case basis.
- (b) *Disposing of Surplus Property.*
  - (1) The county will routinely dispose of surplus property held by the county, when there is sufficient amount of surplus property to dispose of, by means of public auction, recycling, scrapping, cannibalization, trade or donation to non-profit and civic groups as approved by the Board. Other government agencies are also invited to participate in these government auctions.
  - (2) Departments identifying property as surplus shall advise the County Manager and provide all pertinent information regarding the item. After the Board approves the list of surplus property, the County Manager shall initiate and coordinate disposal as directed by the Board, in accordance with established regulations. Any auctions shall be advertised and posted on the county's official website.

**Sec. 2-14. Minority, Women, and Small Business Enterprise Program.**

- (a) The purpose of the minority, women, and small business enterprise program is to provide guidance in the outreach of W/MBEs to ensure awareness and opportunities of doing business with Jefferson County. The minority, women, and small business enterprise program shall only apply to those projects, services or commodities funded by a federal or state grant/contract/agreement having W/MBE requirements and not otherwise covered by a W/MBE or disadvantaged business enterprise program.
- (b) The procurement office will ensure compliance with this purpose by ensuring its requirements are included in competitive procurements as it applies to both primary and subcontractors.
- (c) The county will accept certification of W/MBE status from the City of Tallahassee, Leon County, and State of Florida, Office of Supplier and Diversity as well as the Florida Department of Transportation (FDOT), DBE program in lieu of creating its own certification program. The county may also consider and accept certification from other State of Florida, county or city programs on a case-by-case basis.
- (d) The minimum W/MBE requirements to be included in each applicable competitive procurement are as follows. The County shall also include any such additional



requirements as necessary to ensure compliance with a federal or state grant/contract/agreement or as otherwise required by applicable state or federal law:

- (1) The county will utilize the State of Florida, City of Tallahassee, Leon County, and FDOT directories to notify certified W/MBE firms of procurement opportunities in Jefferson County. The efforts of such outreach shall be maintained in the original procurement solicitation file.
- (2) Each primary contractor that intends to use subcontractors shall also use the State of Florida, City of Tallahassee, Leon County and FDOT directories of W/MBE to solicit W/MBEs for subcontracting opportunities under a primary contract.
- (3) Each primary contractor that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the competitive procurement document.

**Secs. 2-14 – 2-20. Reserved.**

**SECTION 3. CREATION OF A NEW ARTICLE II WITHIN CHAPTER 2 OF THE JEFFERSON COUNTY CODE OF ORDINANCES RELATED TO ADMINISTRATION.** Section 2-2 of the Jefferson County Code of Ordinances, entitled “Cemetery Maintenance,” is hereby recodified in a new Article II within Chapter 2 of the Jefferson County Code of Ordinances, as Section 2-21.

**SECTION 4. CREATION OF A NEW ARTICLE III WITHIN CHAPTER 2 OF THE JEFFERSON COUNTY CODE OF ORDINANCES RELATED TO ADMINISTRATION.** Section 2-3 of the Jefferson County Code of Ordinances, entitled “Economic Development Fund,” is hereby recodified in a new Article III within Chapter 2 of the Jefferson County Code of Ordinances, as Section 2-22.

**SECTION 5. REPEAL OF PREVIOUSLY ADOPTED COUNTY PURCHASING POLICIES.** All purchasing and/or procurement policies and procedures adopted by the Board prior to the effective date of this Ordinance are hereby repealed in their entirety. Nothing herein shall be deemed to invalidate or otherwise effect the validity of any County purchases or contracts entered into prior to the effective date of this Ordinance.

**SECTION 6. CODIFICATION IN THE CODE OF ORDINANCES.** It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Code of Ordinances, and that the sections of this Ordinance may be renumbered to accomplish such intent.

**SECTION 7. SEVERABILITY.** Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

**SECTION 8. EFFECTIVE DATE.** A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect as provided by law.

**PASSED AND DULY ENACTED** by the Board of County Commissioners of Jefferson County, Florida in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**JEFFERSON COUNTY, FLORIDA  
BOARD OF  
COUNTY COMMISSIONERS**

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Gene Hall, Chair

ATTESTED BY:

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Kirk Reams, Clerk of the Circuit Court

APPROVED AS TO FORM & SUBSTANCE:

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Heather J. Encinosa, County Attorney

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: November 3, 2022

Date Submitted: October 28, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Public Hearing to Consider Adoption of an Ordinance Establishing Procedures for the Disposition and Acquisition of Real Property

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### **Statement of Issue:**

This agenda item requests Board approval to hold a public hearing to consider adoption of an ordinance establishing a new chapter 30 of the Code establishing procedures for the disposition and acquisition of real property.

### **Background and Analysis:**

Following review of the existing Disposition of Surplus Lands (Real Property) Policy, and in the absence of any ordinance setting forth any such procedures related to real property in the existing Code, the office of the County Attorney determined that repeal of the existing Disposition of Surplus Lands (Real Property) Policy and adoption of an ordinance is advisable to ensure disposition of County-owned property and acquisition of county property are conducted in accordance with applicable law. The proposed ordinance can be summarized as follows:

- Provides procedures for disposing of County real property that is unusable or no longer needed for County purposes or otherwise usable for affordable housing purposes, including statutory competitive bids, private sale, property exchanges, sale to government or non-profits, disposal for affordable housing, encroachment and easement procedures, an alternative procedures based on minimum base bid, negotiated sales, and RFPs.
- Provides procedures for County acquisitions of real property, including approval thresholds for County Manager (\$20,000 or less) and Board approval.
- Provides that the County may adopt special provisions by resolution governing acquisitions of real property by eminent domain or under threat of eminent domain.

### **Options:**

1. Hold a Public Hearing and Adopt the Ordinance Establishing Procedures for the Disposition and Acquisition of Real Property and Repeal the Existing Disposition of Surplus Lands (Real Property) Policy.
2. Do Not Hold a Public Hearing and Do Not Adopt the Ordinance Establishing Procedures for the Disposition and Acquisition of Real Property and Repeal the Existing Disposition of Surplus Lands (Real Property) Policy.

3. Board Direction.

**Recommendation:**

Option #1

**Attachments:**

1. Ordinance Establishing Procedures for the Disposition and Acquisition of Real Property

**ORDINANCE NO. 22-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ESTABLISHING PROCEDURES FOR THE DISPOSITION OF COUNTY OWNED REAL PROPERTY; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF REAL PROPERTY; PROVIDING FOR INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Jefferson County Board of County Commissioners (“Board”) is authorized to exercise governmental powers pursuant to Article VIII of the Florida Constitution and Section 125.01, Florida Statutes; and

**WHEREAS**, Florida Statutes authorizes Jefferson County to acquire and sell any real or personal property and to lease real property whenever the Board determines that it is in the best interest of the County to do so; and

**WHEREAS**, Section 125.35, Florida Statutes, provides set bidding and notice requirements for the sale or lease of county real and personal property, but authorizes the County to prescribe alternative disposition standards by ordinance so long as those standards (i) contain competition and qualification requirements; (ii) provide for reasonable public notice; (iii) identify the form and manner by which interested persons may acquire county property; (iv) provide for types of selection procedures applicable to disposition of county property; (v) specify the manner in which interested persons will be informed of the intended action; and (vi) otherwise adhere to the County’s comprehensive plan and zoning ordinances; and

**WHEREAS**, Section 125.355, Florida Statutes, allows the County to acquire real property for a public purpose and to adopt procedures for the purchase of real property; and

**WHEREAS**, the Board finds that the ability to utilize flexible acquisition and disposition procedures allow the County the ability to utilize the most advantageous approaches as the circumstances may require; and

**WHEREAS**, the Board hereby finds that it is in the best interest of the citizens of Jefferson County to enact an ordinance establishing alternative procedures for the acquisition and disposition of real property.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. FINDINGS.** The above recitals are true and correct and hereby incorporated herein by reference.

**SECTION 2. CREATION OF CHAPTER 30 OF THE JEFFERSON COUNTY CODE OF ORDINANCES.** The Board hereby creates Chapter 30 of the Jefferson County Code of Ordinances, entitled “Real Property Procedures,” to read as follows:

**Chapter 30 – Real Property Procedures**

**Article I – General Provisions**

**Sec. 30-1. – Definitions.** The following words, terms, and phrases when used in this Chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Surplus Property* means real property that is owned by the County which is unusable or no longer needed for County purposes or otherwise usable for affordable housing purposes. The County Manager or designee shall periodically review all real property held by the County as frequently as is needed to determine whether such property constitutes surplus property.

*Acquisition* means the conveyance of real estate to the County from others under the authority contained herein. In any such acquisition, upon the acceptance and recordation of the deed, easement instrument, certificate of title, order of taking, or other such document that conveys such real estate to the County, the Acquisition shall be deemed accepted by the County.

*Acquisition Under Threat of Eminent Domain* means an acquisition of real estate that has been identified by the Board as being necessary to the completion of a project, regardless of an owner’s unwillingness to sell.

*Acquisition By Exercise of Eminent Domain* means an acquisition of real estate under the Board’s exercise of its eminent domain power with the commencement of a lawsuit in those instances when the pre-suit negotiations for an acquisition under threat of eminent domain are unsuccessful, provided, however, that in accordance with Section 127.02, Florida Statutes, as may be amended from time to time, such exercise of eminent domain shall not proceed unless the Board adopts a resolution authorizing such acquisition.

*License* means a grant of permission authorizing the licensee to do a particular act on a parcel of County-owned real estate. As distinguished from a lease, a license merely grants permission to use such real estate and does not convey any property. Such license cannot be assigned by the licensee and is revocable by the County at will.

*Real Estate* means any and all real property interests or rights in land, and the improvements attached thereto. Such real property interests and rights may include, but are not limited to, fee simple interests, temporary or permanent easement interests, or leasehold interests. The term real estate, however, does not include the right of temporary occupancy or use of real property pursuant to a License or grant of right-of-entry.

**Sec. 30-2 to 30-9 – Reserved.**

## **Article II - REAL PROPERTY DISPOSITION PROCEDURES.**

**Sec. 30-10. - Purpose.** This Ordinance is adopted for the purpose of establishing alternative procedures for the disposition of County real property. The provisions contained herein are supplemental to the statutory methods available to the County under Florida law. The County Manager or designee shall have the option of utilizing the statutory methods of disposal, the procedures set forth in this Ordinance, or any combination thereof.

### **Sec. 30-11. - Authority, Purpose, and Standards.**

(A) This section is enacted under authority of section 125.35, Florida Statutes, for sale, leasing, and donation of real property when it is determined by the Board to be in the best interest of the County.

(B) Any of the procedures specified in this article may be used and applied, when applicable, by the Board for the competitive or non-competitive sale or lease of any real property.

(C) At a minimum, persons or legal entities seeking to purchase or lease available County real property must be financially responsible and currently active, registered and in good standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of County real property are set forth below.

### **Sec. 30-12. - Declaration of Surplus Property.**

(A) When the Board finds that any real property owned by the County is unusable or not needed for County purposes or usable for affordable housing the Board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased, or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this Ordinance.

(B) Any real property owned by the County may be declared as surplus as follows:

- (1) By the Board upon the recommendation of the County Manager or designee, or
- (2) Upon the request of an interested party. Such request shall be made to the County Manager or designee who shall provide a recommendation to the Board as to whether the property should be declared surplus property, or
- (3) The Board may declare property surplus on its own initiative.

**Sec. 30-13. - Methods of Disposal.** Once real property has been declared surplus, the County Manager or designee shall recommend to the Board a particular method of disposal as set forth in this section.

(A) **Statutory Competitive Bidding.** In accordance with Section 125.35(1), Florida Statutes, the County may sell, convey, or lease any real property, whenever the Board determines that is in the best interest of the County to do so, to the highest and best bidder for the particular use of the property the Board determines is the highest and best pursuant to the statutory procedures provided in Section 125.35(1), Florida Statutes. Notice shall be published in a newspaper of general circulation published in the County and on the County website for at least two weeks calling for bids on the property. Bids on the property shall be received by the County Manager at the specified date and time on the notice.

(B) **Private Sale.** In accordance with Section 125.35(2), Florida Statutes, the County may negotiate a private sale with an adjacent property owner when the Board finds that the real property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is \$15,000.00 or less as determined by an independent appraisal or by the County Property Appraiser and of use only to the adjacent property owner(s). Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if within ten days of the notice to the adjacent property owners, two or more adjacent property owners indicate an interest to purchase the property, then the County Manager or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(C) **Property Exchange.** In accordance with Section 125.37, Florida Statutes, the County may exchange surplus real property for another parcel of real property, provided that the Board has published a notice for at least two weeks in a newspaper of general circulation and on the County website, before adoption of a Resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(D) **Sale to Government or Non-Profit.** In accordance with Section 125.38, Florida Statutes, upon a finding by the Board that the property is required for use by another governmental entity or non-profit entity, the County may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the Board may determine. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a Resolution duly adopted by the Board, setting forth the following:

- (1) The facts of the application;
- (2) The purpose for which the property is to be used;
- (3) The rent and term of the lease or the purchase price and terms; and
- (4) A provision to be incorporated into the lease or deed which states that in the event the property is no longer used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the County which shall thereafter have the right to re-enter and repossess the



property. Any improvements made to or on the real property shall also become property of the County with no compensation due to the other party.

(E) **Affordable Housing.** In accordance with Section 125.379, Florida Statutes, the County may sell, transfer, lease, or convey surplus real property to another governmental entity, a non-profit entity, or a private entity or person to carry out the provisions of Chapter 420, Florida Statutes, relating to affordable housing. The County may adopt requirements for such conveyances on a case-by-case basis and may include deed restrictions, percentage of affordable units for low-income, moderate-income, and very low-income persons as defined in Section 420.0004, Florida Statutes, and such other restrictions to ensure that said property will be permanently preserved as affordable housing.

(F) **License Agreements.** In those circumstances that private structures encroach upon County rights-of-way, the County may enter into a license agreement which would allow such private structure to remain within the rights-of-way. Such License Agreement shall be approved by the Board and shall contain at a minimum the following provisions and requirements:

- (1) That the County right-of-way is not currently being used or that a temporary intrusion on the right-of-way would not impact or affect the public uses of the right-of-way; and
- (2) That the removal of the structure at this time, would constitute a hardship upon the private property owner; and
- (3) The private property owner agrees to not expand the encroachment into the rights-of-way and to remove the private structure from the County's rights-of-way within thirty (30) days of notification by the County; and
- (4) The private property owners agree to be responsible for all of the costs of the removal of the private structure and any costs incurred by the County.

(G) **Easements on Public Property.** Easements on public property that are granted to private parties may only be given under such circumstances that failure to do so may result in loss or significant damage to property or result in adverse impacts to the property for which there are limited alternatives available to mitigate those adverse impacts other than by encumbering public land. Easements granted to private parties on public property may only be granted by the Board and shall include such terms as determined to be necessary.

(H) **Minimum base bid.** As authorized in Section 125.35(3), Florida Statutes, the County may sell, transfer, lease or convey surplus real property through the minimum base bid procedures outlined herein.

- (1) A minimum base bid for the lease or sale of real property may be determined by:
  - a. A written offer procured by a real estate broker; or

- b. An appraisal; or
- c. An unsolicited written offer made by a prospective lessee or purchaser; or
- d. Utilizing the property appraiser value.

- (2) After determining the minimum base bid, the County may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as a regular agenda item at a duly noticed regular public meeting of the Board of County Commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or \$150.00, whichever amount is greater, as an earnest money deposit.
- (3) Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive, and best bid. The offer of the prospective purchaser used to establish the minimum base bid, if any, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the prospective lessee/purchaser. The Board reserves the right to reject any bid, including any minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.
- (4) If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid, if any, shall be accepted by the County only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

(I) **Negotiated sale.** The County may sell, transfer, lease or convey surplus real property by negotiated sale procedures through the use of a licensed real estate broker or through a public auction house in the following manner:

- (1) A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with Countys' Purchasing Policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the County Manager or designee.
- (2) Any offer made to a licensed real estate broker for sale of listed surplus property shall be brought to the Board in the form of a purchase agreement procured in accordance with the County's Purchasing Policy. If the Board approves the

purchase agreement, then the Chairman shall be authorized to sign all required closing documents, including the deed.

- (3) For any real property dispositions made through public auction, the county shall establish a base reserve for the property.

(J) **Request for proposals.** The County may sell, transfer, lease or convey surplus real property through the request for proposals (RFP) process in the following manner:

- (1) The election to use the RFP process must be brought up as a regular agenda item at a duly noticed regular public meeting of the Board at which members of the public are afforded the opportunity to comment on the proposed sale or lease.
- (2) Upon approval by the Board, the County Manager or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the Board.
- (3) If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser, then the offeror may submit another proposal. If no other proposal is received, the original proposal shall be accepted, unless the original offer was deemed unacceptable and rejected before issuing the RFP. The County reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFPs are considered by the Board.

#### **Sec. 30-14. - Negotiation procedures.**

(A) In determining the terms and conditions of the disposal of surplus property, the County Manager or designee may take into consideration the following factors:

- (1) The appraised value of the real property;
- (2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the County Code;
- (3) The proposed use of the party seeking to acquire the property; and
- (4) The proposed use of the property for affordable housing.

(B) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

#### **Sec. 30-15. -Exemptions**

(A) Notwithstanding anything in this article to the contrary, the County is expressly authorized to:

- (1) Negotiate the lease of an airport or seaport facility;
- (2) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or
- (3) Lease a professional sports franchise facility financed by revenues received pursuant to Sections 125.0104 or 212.20, Florida Statutes.

**Sec. 30-16 to 30-26 – Reserved.**

### **ARTICLE III – Acquisition of Real Property**

#### **Sec. 30-27. – Appraisals and Other County Estimates.**

(A) Except as otherwise set forth herein, prior to the acquisition of real property, regardless of the interest in the property sought to be acquired, an appraisal shall be prepared by a qualified appraiser approved pursuant to section 253.025, Florida Statutes. To the extent that the County utilizes the acquisition procedures set forth in section 125.355, Florida Statutes, and seeks to maintain the confidentiality of the records and procedures, then the County shall obtain at least one (1) appraisal for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the County shall obtain at least two (2) appraisals.

(B) If the purchase price is \$100,000 or less, the Board may exempt the purchase of an interest in property whether in fee simple or an easement from the requirement for an appraisal.

#### **Sec. 30-28. – Authority to Acquire Real Estate.**

(A) The County Manager may acquire real property on behalf of the County, including any easements, for which the purchase price of the real property is \$20,000 or less. The County Manager shall have the authority to execute any documents necessary to acquire such property without further approval of the Board.

(B) Any acquisitions of real property by the County, including any easements, for which the purchase price for the property is \$20,000.01 or more, shall be approved by the Board of County Commissioners.

(C) For the acquisition of all real property or interest in real property, the County shall have a title search prepared to assure that there are no encumbrances and that title may properly pass to the County upon execution. In the event of an emergency circumstance, the County Manager may approve the acquisition of an easement without the necessity of a title search. Title insurance shall be acquired for such acquisitions as determined by the County Manager.

#### **Sec. 30-29. – Acquisition of Real Property by Eminent Domain.**

(A) In the acquisition of real property by eminent domain or under the threat of eminent domain, the provisions of Florida Law, as modified herein, shall govern that process.

(B) The County may adopt special provisions for the identification, negotiation, and acquisition of real property eminent domain or under the threat of eminent domain. Such special provisions may be adopted by resolution.

**SECTION 3. INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES.** It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Jefferson County Code of Ordinances and that the sections of this Ordinance may be renumbered or re-lettered.

**SECTION 4. SEVERABILITY.** Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court or competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

JEFFERSON COUNTY BOARD OF  
COUNTY COMMISSIONERS:

\_\_\_\_\_  
Gene Hall, Chairman

ATTEST:

\_\_\_\_\_  
Kirk Reams, Ex Officio  
Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather J. Encinosa, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

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FPN: <u>446590-1-54-01</u>	Fund: <u>SCRA</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>(54) Jefferson</u>	Contract No: <u>G2C79</u>	Vendor No: <u>F596000690004</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Government Farm Rd from CR 257 to North of Parker Pond Rd resurfacing, as further described in **Exhibit "A"**, **Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$743,712. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$743,712 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests



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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.  
  
☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.



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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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**g. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- \*Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \*Exhibit K: Advance Project Reimbursement
- \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): C

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Jefferson County Board of County Commissioners

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tim Smith, P.E.

Title: Director of Transportation Development

Legal Review:

By: \_\_\_\_\_

Name: \_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 446590-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Jefferson County Board of County Commissioners (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 1.630 Miles

**PROJECT DESCRIPTION:** The project is for construction and CEI services for resurfacing of Government Farm Road. Included in this project will be minor shoulder regrading from CR 257 to the visible pavement joint on the north side of Parker Pond, drainage improvements, cross drain extension, pavement markings and signage. No right-of-way will be required. Total length of project is 1.630 miles.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 30%, 60%, 90% and final plans along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award

and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by October 31, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Jefferson County Board of County Commissioners 1 Courthouse Circle Monticello, Florida 32344		<b>FINANCIAL PROJECT NUMBER:</b> 446590-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Small County Road Assistance Program (SCRAP))	\$743,712.00	\$	\$743,712.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$743,712.00 %	\$ 0.00 %	\$743,712.00 %	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		\$743,712.00	\$ 0.00	\$743,712.00	

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter, Local Programs Administrator  
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

## STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Jefferson County Board of County CommissionersPROJECT DESCRIPTION: Government Farm Rd from CR 257 to North of Parker Pond RdFPID#: 446590-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$743,712.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>