

Jefferson County Board of County Commissioners

Thursday, March 16, 2023 at 6:00 pm

1. Special Exception Workshop

REGULAR SESSION AGENDA

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

2. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

- 3. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
- 4. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

- 5. CONSENT AGENDA
 - a. Vouchers

Attachments:

- List of accounts (List_of_Accounts.pdf)
- Comm Reports (Comm_Report_3-16-23.pdf)
- List of vouchers (List_of_Vouchers_3-16-23.pdf)

b. Meeting Minutes

Attachments:

• Feb 16 (Revised-2-16-2023_draft_BCC_Minutes.docx)

6. GENERAL BUSINESS

a. Ridge Rd Assessment Update/Options

Attachments:

- BOCC Memo (BOCC_Memo__Ridge_Rd_Paving_Options.docx)
- **Constuction Costs** (Costruction_Cost.pdf)
- HOA Memo (Paving_Options.docx)
- b. Letter of Opposition to House Bill 1197 Removing Home Rule Authority Regarding Water Management

Attachments:

- Cover Letter (Agenda_Item_-_Opposition_to_HB_1197.doc)
- c. Flock License Plate Reader Camera Agreement

Attachments:

• Cover Letter (Agenda_Item_-_Flock_Safety_Cameras.doc)

- Agreement (Att_1_Flock_Safety_Sheriff_County_Agreement.docx)
- d. WeatherStem

Attachments:

- Cover Letter (Agenda_Item_-_WeatherStem.doc)
- Agreement (GSA_Jefferson_County_BOCC_v2.docx)
- e. Affordable Housing Advisory Committee

Attachments:

- AHA Committee (Cmte_Appointment_Resolutions_-_AHAC.doc)
- f. Second Harvest MOU

Attachments:

- Cover Letter (Agenda_Item_-_Second_Harvest_MOU.doc)
- MOU (SHBB_Jefferson_CNTY_MOU_signed.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) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

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

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

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on 03/10/2023 at 5:33 PM

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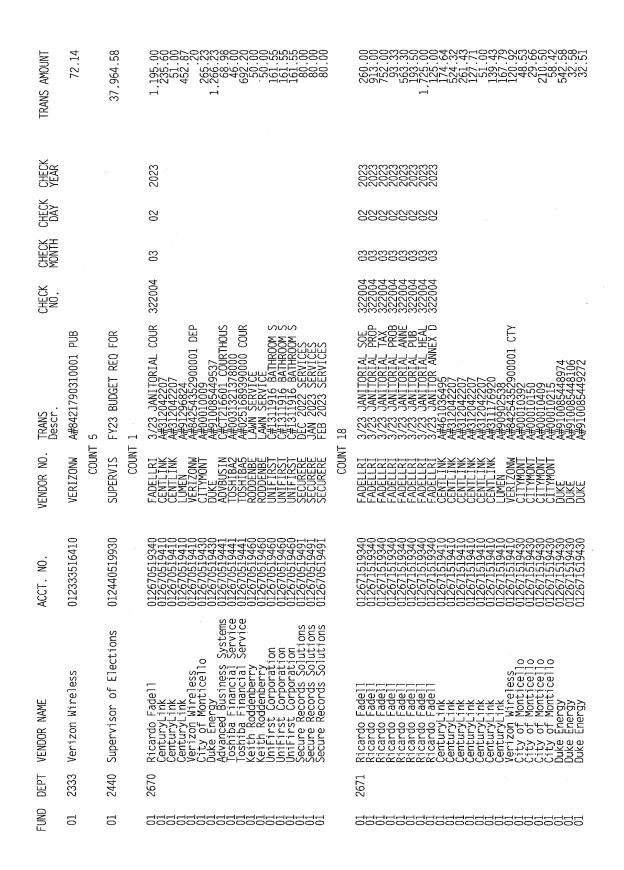
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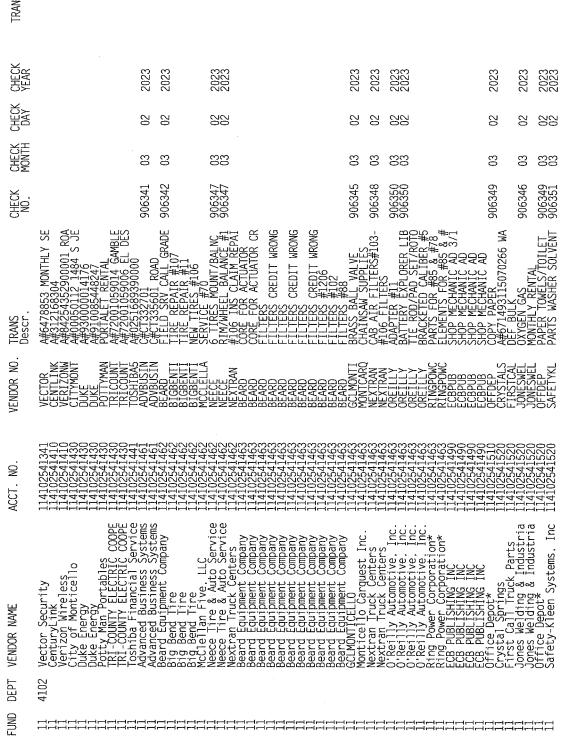
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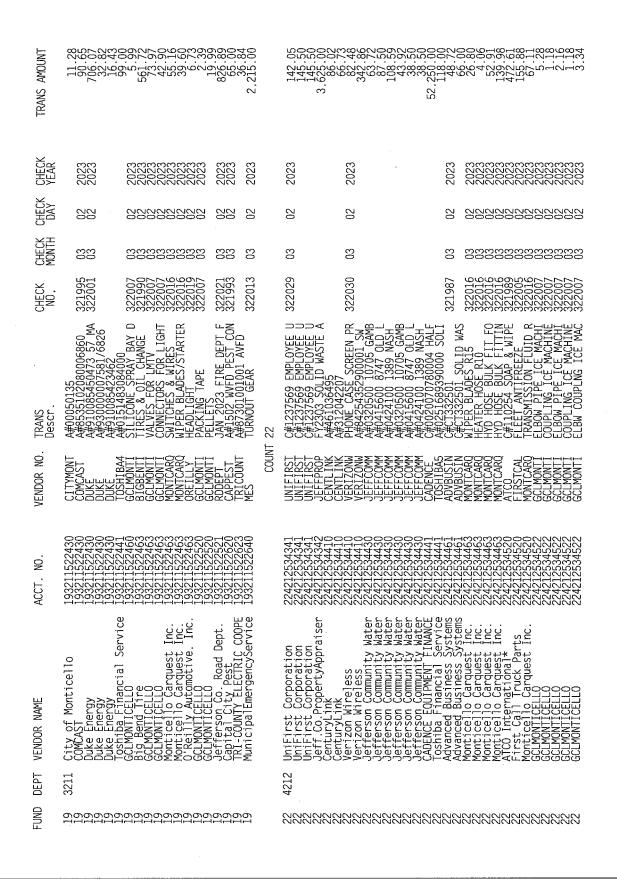
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VENDOR NO. TRANS Descr. FINAL TOTALS COUNT 365

TRANS AMOUNT CHECK CHECK CHECK MONTH DAY YEAR CHECK NO.

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B				UNTY COMMISSIO CASH CODE ORDI		PAGE TIME USER	1 16:54:02 NIKKI
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBER			Voucher Number Tf	RANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L CASH ACCOUNT-0	11010000		CASH-CHECKING	-GEN. FUND		
Advanced Business System	n 03/16/2023 -	416821 0	02/13/2023 VR	01031623-055 C#	#CT216601 COURTHOUSE	68.98	.00
Advanced Business System					#CT332501 SOLID WASTE	66.00	. 00
Advanced Business System					#CT216501 ANNEX	62.08	.00
Advanced Business System				01031623-054 C#		42.49	.00
Advanced Business System Advanced Business System				01031623-056 C#	#CT254801 PLANNING	15.00 67.57	.00 .00
Auvanceu business system	1 03/10/2023	41/551 0/	JZ/Z4/2023 VK	01031023-037 C 1	FUIZ040UL FLANNING	07.57	.00
	CHECK TO VENDOR	==>VENDOR AI	ADVBUSIN Advan	ced Business Sy	ystems TOTALS	322.12	.00
Amazon Business	03/16/2023 -	C1FF6RYQ 0)2/03/2023 VR	01031623-076 LA	APTOP STAND	12.98	.00
Amazon Business	03/16/2023 -	F7X93CW1 02	2/14/2023 VR	01031623-079 PA	ACKAGING TAPE	14.99	.00
Amazon Business	03/16/2023 -				RIZE BOX PRIZES	341.97	.00
Amazon Business	03/16/2023 -	PYLN66QK 0	02/07/2023 VR	01031623-077 CC	OMMUNITY GARDEN	1100 07	0.0
Amazon Ducinaco	00/16/0000		0/14/0000 VD	01001600 070 VE	EHICLE SAFETY/COMPLIANCE	1103.37	.00 .00
Amazon Business	03/16/2023 -	KH/C3VXC U	JZ/14/2023 VR	UIU31623-078 VE	HILLE SAFETT/CUMPLIANCE	220.42	.00
	CHECK TO VENDOR	==>VENDOR AM	MAZONBU Amazo	n Business	TOTALS	1701.73	.00
ANSER ADVISORY, LLC	03/16/2023 -	5279 12	.2/09/2022 VR	18031623-133 C#	#G50300301 ARPA/BROADBND	475.00	.00
	CHECK TO VENDOR	==>VENDOR AI	NSERADV ANSER	ADVISORY, LLC	TOTALS	475.00	.00
Apalachee Center	03/16/2023 -	682304 02	2/13/2023 VR	01031623-107 1/	23 CRISIS STABL/BAKER	2930.20	.00
Apalachee Center	03/16/2023 -	682304 02	2/13/2023 VR	01031623-108 1/	/23 DETOX UNIT/MARCHMAN		,00
	00, 10, 2020	002001 0.	2,10,2020			1316.46	.00
	CHECK TO VENDOR	==>VENDOR AF	PAMENHE Apala	chee Center	TOTALS	1246.66	.00
ARTEZIA WATER	03/16/2023 -	0572317 02	2/23/2023 VR	01031623-083 A#	\$302577	30.25	. 00
	CHECK TO VENDOR	==>VENDOR AF	RTEZIA ARTEZ	IA WATER	TOTALS	30.25	.00
B&B Porta-Toilets, Inc	03/16/2023 -	294480 02	2/15/2023 VR (01031623-120 HA	ALL PARK PORTALET RENTAL	95.00	. 00
	CHECK TO VENDOR	==>VENDOR B&	&BPORTA B&B P	orta-Toilets, I	nc TOTALS	95.00	.00
Big Bend Tire	03/16/2023 -	160209 02	2/24/2023 VR 3	28031623-168 TI		1368.00	.00
	CHECK TO VENDOR	==>VENDOR B]	IGBENTI Big B	end Tire	TOTALS	1368.00	.00
Big Bend-Eubanks Termite	03/16/2023 -	250205 02	2/09/2023 VR ()1031623-066 A#	12663 LLOYD WOMANS CLUB	35.00	.00
	CHECK TO VENDOR	==>VENDOR B]	IGBTERM Big Be	end-Eubanks Ter	mite TOTALS	35.00	.00
BoundTree Medical. LLC	03/16/2023 -	65177322 02	2/23/2023 VR 2	28031623-169 ME	DICAL SUPPLIES	146.89	.00
	CHECK TO VENDOR	==>VENDOR BC	OUNDTRE Bound	Free Medical, L	LC TOTALS	146.89	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B						OUNTY COMMISS - CASH CODE O			PAGE TIME USER	2 16:54:02 NIKKI
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CADENCE EQUIPMENT FINANC	03/16/2023	-	728729	02/03/2023	VR	22031623-174	C#002007	0780004 HALFPAC	< 52250.00	. 00
	СН	ECK TO VENDOR	==>VENDOR	CADENCE C	ADEI	NCE EQUIPMENT	FINANCE	TOTALS	52250.00	.00
Campbell's Plumbing, LLC	03/16/2023	-	15669	02/21/2023	VR	01031623-129	RECYCLE	CENTER REPAIRS	725.00	.00
	СН	ECK TO VENDOR:	==>VENDOR	CAMPBPLU C	ampt	pell's Plumbin	ng. LLC	TOTALS	725.00	.00
CenturyLink	03/16/2023	-	0123ANEX	02/16/2023	VR	01031623-045	∆#311176	920	139.43	.00
CenturyLink	03/16/2023	-				01031623-035			524.32	.00
CenturyLink	03/16/2023	-				01031623-035			83.11	.00
CenturyLink	03/16/2023	-				01031623-030			83.11	
CenturyLink	03/16/2023								235.60	.00
CenturyLink	03/16/2023	-				01031623-038 01031623-039				. 00
CenturyLink		-							330.90	. 00
-	03/16/2023	-				01031623-040			261.43	.00
CenturyLink	03/16/2023	-				01031623-042			127.71	.00
CenturyLink	03/16/2023	-				01031623-043			51.00	.00
CenturyLink	03/16/2023	-				01031623-044			51.00	.00
CenturyLink	03/16/2023	-				22031623-041			66.73	.00
CenturyLink	03/16/2023	-				01031623-031			99.01	.00
CenturyLink	03/16/2023	-				01031623-032			60.00	.00
CenturyLink	03/16/2023	-				22031623-033			86.02	.00
CenturyLink	03/16/2023	-	0223WCRV	02/02/2023	VR	01031623-034	A#4610364	195	174.64	.00
	CHE	ECK TO VENDOR=	==>VENDOR	CENTLINK Ce	entu	nyLink		TOTALS	2374.01	.00
Children's Home Society	03/16/2023	-	20311654	11/03/2020	VR	01031623-089	MED EXAM	CASE#2020-31165	4 250.00	. 00
	CHE	ECK TO VENDOR=	=>VENDOR	CHILDHOM CH	hild	ren's Home Sc	ciety	TOTALS	250.00	. 00
City of Monticello	03/16/2023	-	01230000	02/22/2023	VP	01031623-103	A#0001000	10	265.23	.00
City of Monticello	03/16/2023							25 1475 S JEFF	16.54	.00
City of Monticello	03/16/2023					19031623-094			40.54	.00
City of Monticello	03/16/2023					28031623-095			40.54	.00
City of Monticello	03/16/2023					19031623-099			11.28	.00
City of Monticello	03/16/2023					28031623-100			11.28	.00
City of Monticello	03/16/2023					01031623-097			29,66	.00
City of Monticello	03/16/2023					01031623-102			112.78	.00
City of Monticello	03/16/2023					01031623-102			58.42	.00
City of Monticello	03/16/2023					01031623-101			48.53	.00
-										
City of Monticello	03/16/2023	-	01230409	02/22/2023	٧K	01031623-098	A#0001040	19	210.50	.00
	CHE	CK TO VENDOR-	=>VENDOR	CITYMONT Ci	ty	of Monticello		TOTALS	845.30	. 00
Conrad Yelvington Distri	03/16/2023	-	1864983	01/18/2023	VR	18031623-136	STEEL RD	ROADBASE		
									2495.96	.00
Conrad Yelvington Distri	03/16/2023	-	1865743	01/19/2023	VR	18031623-135	STEEL RD	ROADBASE		
Conrad Yelvington Distri						18031623-142			2540.06	. 00
	50, 10, 2020		2010/10	22,0072020					1011.76	.00

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

VENDOR NAME		DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS ON AMOUNT	DISC/WITH AMOUNT
Conrad Yelvingto	on Distri	03/16/2023	-	1876513	02/07/2023	VR 18031623-1	40 JOHNSON RD ROADBASE	2649 02	00
Conrad Yelvingto	on Distri	03/16/2023	-	1877162	02/08/2023	VR 18031623-1	41 JOHNSON RD ROADBASE	3648.03	.00
Conrad Yelvingto	on Distri	03/16/2023	-	1879570	02/13/2023	VR 18031623-1	34 JOHNSON RD ROADBASE	1040.73	. 00
Conrad Yelvingto	on Distri	03/16/2023	-	1884029	02/20/2023	VR 18031623-1	37 JOHNSON RD ROADBASE	2736.50	.00
Conrad Yelvingto	on Distri	03/16/2023	_	1884255	02/21/2023	VR 18031623-1	38 JOHNSON RD ROADBASE	1813.29	.00
Conrad Yelvingto	on Distri	03/16/2023	-	1886009	02/23/2023	VR 18031623-1	39 JOHNSON RD ROADBASE	1013.66	.00
Conrad Yelvingto	on Distri	03/16/2023	-	1888134	02/27/2023	VR 18031623-14	43 N NORIAS LIMESTONE RO		.00
Conrad Yelvingto	on Distri	03/16/2023	-	1888362	02/28/2023	VR 18031623-14	44 N NORIAS LIMESTONE RO		.00
Conrad Yelvingto	on Distri	03/16/2023	-	1889540	03/01/2023	VR 18031623-14	46 N NORIAS RD ROADBASE	1933.65	.00
Conrad Yelvingto	on Distri	03/16/2023	-	1890330	03/02/2023	VR 18031623-14	45 N NORIAS LIMESTONE ROA	2383.49 ADBS 798.00	.00 .00
		CHE	ECK TO VENDOR	==>VENDOR	CONRADYE C	onrad Yelvingto	on Distrib TOTALS	25670.50	.00
Defeet Internati	onal	03/16/2023	-	14248	02/23/2023	VR 29031623-17	70 DIRTY PECAN SOCKS	1333.02	.00
		CHE	ECK TO VENDOR	==>VENDOR	DEFEET D	efeet Internat	ional TOTALS	1333.02	.00
Delta Land Surve	yors	03/16/2023	-	1532024	01/31/2023	VR 01031623-12	24 SURVEY WEIR CONCRETE	1050.00	.00
Delta Land Surve	yors	03/16/2023	-	2303123	02/24/2023	VR 01031623-12	25 SURVEY JEFF ST 2 PARCE	ELS	
								1600.00	.00
		CHE	CK TO VENDOR	==>VENDOR	DELTALAN D	elta Land Surve	eyors TOTALS	2650.00	. 00
Duke Energy		03/16/2023	-				13 A#910085448974	542.58	.00
Duke Energy		03/16/2023	-				24 A#910085450746	213.50 32.69	.00 .00
Duke Energy Duke Energy		03/16/2023 03/16/2023	-				16 A#910085448578 26 A#910085449537	32.09	.00
Duke Litergy		007-107 2020	_	012001(11)	02/10/2020	WK 01001020 02	20 14/910000119001	1266.23	.00
Duke Energy		03/16/2023	-	0123FCS2	02/10/2023	VR 01031623-01	15 A#910085449272	32.51	.00
Duke Energy		03/16/2023	-				22 A#910085423462	16.43	.00
Duke Energy		03/16/2023	-				L9 A#930000007581/1187	61.30	.00
Duke Energy		03/16/2023	-	0123E0A2	02/17/2023	VR 01031623-02	20 A#930000007581/6708	166.47	.00
Duke Energy		03/16/2023	-				28 A#910085448693		
								1566.93	.00
Duke Energy		03/16/2023	-	0123FANX	02/17/2023	VR 19031623-01	17 A#930000007581/6826	32.82	.00
Duke Energy		03/16/2023	-				21 A#910085423462	16.43	.00
Duke Energy				01001000	02/06/2023	VP_01031623-01	L4 A#910085448106	32.58	.00
		03/16/2023	-					02.00	
Duke Energy		03/16/2023 03/16/2023	-				12 A#910085449397		
Duke Energy				0123LBRY	02/13/2023	VR 01031623-01	12 A#910085449397	1191.61	.00
Duke Energy Duke Energy				0123LBRY 0123MQCT	02/13/2023	VR 01031623-01 VR 01031623-01	12 A#910085449397 11 A#910085449785	1191.61 160.44	.00 .00
		03/16/2023	-	0123LBRY 0123MQCT	02/13/2023	VR 01031623-01 VR 01031623-01	12 A#910085449397	1191.61	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B				F COUNTY COMMISSI (D - CASH CODE OF			4 16:54:02 NIKKI
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBE	INVOICE R NUMBER		TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Duke Energy	03/16/2023 -	0123RCPK	02/16/2023	VR 01031623-023	A#930000012968	1010 00	0.0
	00 11 6 10000	0100004	00/17/0000	VD 01001000 010	A.II.00000007E01 /0710	1018.99 32.53	.00 .00
Duke Energy	03/16/2023 -			VR 01031623-018 VR 01031623-027	A#930000007581/9710	32.53 414.66	.00
Duke Energy	03/16/2023 -					414.66 31.56	.00
Duke Energy	03/16/2023 -			VR 01031623-029			.00
Duke Energy	03/16/2023 -	0223L1F1	02/22/2023	VR 01031623-030	A#910085449644	30.41	.00
	CHECK TO VENDO	R==>VENDOR	DUKE Du	ike Energy	TOTALS	7074.18	.00
ECB PUBLISHING INC	03/16/2023 -	25957	02/08/2023	VR 01031623-062	PUBLIC HEARING AD	89.88	.00
ECB PUBLISHING INC	03/16/2023 -	26100			REQUEST FOR PROPOSALS 02		.00
ECB PUBLISHING INC	03/16/2023 -	26100			REQUEST FOR PROPOSALS 03		.00
ECB PUBLISHING INC	03/16/2023 -	26102			REQUEST FOR PROPOSALS 04		.00
ECD FODEISHING INC	00/10/2020	20102	00/01/2020	WK 01001020 000		110110	
	CHECK TO VENDO	R==>VENDOR	ECBPUB EC	B PUBLISHING INC	TOTALS	450.26	.00
EVERGREEN SOLUTIONS LLC	03/16/2023 -	11441	03/02/2023	VR 01031623-127	25% PAY/CLASS STUDY COMP	L	
	00, 10, 2020					2937.50	.00
	CHECK TO VENDO	R==>VENDOR	EVERSOL EV	ERGREEN SOLUTION	IS LLC TOTALS	2937.50	.00
GCLMONTICELLO	03/16/2023 -	133040	02/25/2023	VR 19031623-164	PELLETS	19.99	.00
GCLMONTICELLO	03/16/2023 -	133040		VR 28031623-163		19.99	.00
dollion rollio							
	CHECK TO VENDO	R==>VENDOR	GCLMONTI GC	LMONTICELLO	TOTALS	39.98	.00
Graphic Press Corporatio	- 03/16/2023 -	27955	02/10/2023	VR 29031623-173	ADVENTURE HISTORY GUIDES	506.00	.00
Graphic Press Corporatio		27956			WALK/DRIVE TOUR BROCHURE		.00
Graphic Press Corporatio		27980			DINE/SHOP GUIDE CARDS	142.00	.00
	00/10/2020 -	27500	02/10/2020	VIC 20001020 111			
	CHECK TO VENDO	R==>VENDOR	GRAPHICP Gr	aphic Press Corp	poration TOTALS	1526.00	.00
Jeff.Co.Health Departmen	- 03/16/2023 -	FY23Q2	02/28/2023	VR 01031623-088	JAN-MAR 2023 BUDGET REQ		
berried of bepar offen						10250.00	.00
	CHECK TO VENDO	R==>VENDOR	HEALTH Je	eff.Co.Health Dep	partment TOTALS	10250.00	.00
Howdys Rent A Toilet	03/16/2023 -	675423	02/10/2023	VR 01031623-090	WACISSA RIVER PORTALETS	224.00	.00
	CHECK TO VENDO	R==>VENDOR	HOWDYS Ho	wdys Rent A Toil	et TOTALS	224.00	.00
			00/15/0005	ND 01001000 070	000//0	11 10	.00
- 5	03/16/2023 -			VR 01031623-072		41.13 65.38	.00
Ingram Library Services	03/16/2023 -			VR 01031623-073			.00
Ingram Library Services	03/16/2023 -			VR 01031623-074		36.45	.00
Ingram Library Services	03/16/2023 -	74482713	02/15/2023	VR 01031623-075	ROOK2	331.34	.00
	CHECK TO VENDO	R==>VENDOR	INGRAM In	ngram Library Ser	vices TOTALS	474.30	.00
Jeff.Co. Clerk of Courts	- 03/16/2023	FY23RQ6	02/28/2023	VR 01031623-085	FY23 BUDGET REQ FOR 3/23	36000.00	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B					OF COUNTY COMMISS AID - CASH CODE C				5 16:54:02 NIKKI
VENDOR NAME		PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CHE	CK TO VENDOR	==>VENDOR	JEFCLERK	Jeff.Co. Clerk of	Courts	TOTALS	36000.00	.00
Jefferson Community Wat		-	01230500	02/01/202	3 VR 22031623-155	A#0320500	10705 GAMBLE I	RD 63.72	.00
Jefferson Community Wat		-			3 VR 22031623-157			108.59	.00
Jefferson Community Wat		-			3 VR 22031623-156				.00
Jefferson Community Wat Jefferson Community Wat		-			3 VR 22031623-158				.00
Jefferson Community Wate		-			3 VR 01031623-058 3 VR 01031623-059			38.50	.00
Jefferson Community Wate					3 VR 22031623-059) 38.50 38.50	.00 .00
Jefferson Community Wate		-			3 VR 22031623-160				.00
	CHE	CK TO VENDOR=	==>VENDOR	JEFFCOMM J	Jefferson Communit	ty Water	TOTALS	457.73	.00
Jeff Cnty Sheriff's Off	03/16/2023	-	EV23P006	02/27/2023	3 VR 14031623-132	EV22 MADOL			s.
	00/10/2020	-	11231000	0272772020	5 W 14051025-152	rizo marur		05850.17	.00
	CHE	CK TO VENDOR-	=>VENDOR	JEFFCOSH J	Jeff Cnty Sheriff	's Offic	TOTALS 4	05850.17	. 00
Jeff.Co.PropertyAppraise	9 03/16/2023	-	FY23Q3FR	02/28/2023	3 VR 19031623-151	FY23 Q3 FI	RE ASSESSMENT	2202 50	00
Jeff.Co.PropertyAppraise	9 03/16/2023	-	FY23Q3PA	02/28/2023	8 VR 01031623-153	FY23 Q3 BU			.00
Jeff.Co.PropertyAppraise	02/16/2022			00 /00 /0000	ND 10001 CO0 147	500000 100		82656.25	.00
Jeff.Co.PropertyAppraise					VR 18031623-147 VR 18031623-148				.00
Jeff.Co.PropertyAppraise					VR 18031623-148				.00 .00
Jeff.Co.PropertyAppraise					VR 18031623-149				.00
Jeff.Co.PropertyAppraise					VR 22031623-152				.00
								3625.00	.00
	CHEC	CK TO VENDOR=	=>VENDOR	JEFFPROP J	eff.Co.PropertyAp	praiser	TOTALS 1	88768.75	.00
JIM BENNETT'S PLUMBING	03/16/2023	- :	184476	12/29/2022	VR 01031623-128	EMERGENCY I	MGT BLDG REPAI	R 1164.50	.00
	CHEC	K TO VENDOR-	=>VENDOR	JIMBENN J	IM BENNETT'S PLUM	BING	TOTALS	1164.50	.00
Langton Associates, Inc.	03/16/2023	- (036	02/27/2023	VR 01031623-081	FEB 2023 GF	RANT WRITING	3000.00	.00
	CHEC	K TO VENDOR==	=>VENDOR	LANGTON La	angton Associates	, Inc. 1	TOTALS	3000.00	.00
CenturyLink CenturyLink	03/16/2023 03/16/2023				VR 01031623-060 / VR 01031623-061 /			167.79 452.87	. 00 . 00
	CHEC	K TO VENDOR==	->VENDOR	LUMEN Ce	enturyLink	٢	TOTALS	620.66	.00
MADISON COUNTY BOCC	03/16/2023	- 0)223VSO (02/21/2023	VR 01031623-119 2	2/23 SHARED		, 1440.12	. 00
	CHEC	<pre>< TO VENDOR==</pre>	>vendor 1	MADCOBOC MA	DISON COUNTY BOCC	C T	OTALS	1440.12	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B				DUNTY COMMISSIONERS CASH CODE ORDER			6 16:54:02 NIKKI
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBER			VOUCHER NUMBER TRANSAC	TION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
MONTICELLO OPERA HOUSE	03/16/2023 -	HTCRLBRY 02	02/16/2023 VR	01031623-067 MUSIC F	ROGRAM HUNGRYTOWN	550.00	.00
	CHECK TO VENDOR	==>VENDOR MC	IONTIOPE MONTI	CELLO OPERA HOUSE	TOTALS	550.00	.00
Nabors Giblin & Nickerso	o 03/16/2023 -	0223FEES 03)3/03/2023 VR	01031623-126 ECOPLEX	US CASE#263-23009	1886.00	.00
	CHECK TO VENDOR	==>VENDOR NA	IABORSGI Nabor	s Giblin & Nickerson	TOTALS	1886.00	.00
NAFECO NAFECO	03/16/2023 - 03/16/2023 -			28031623-165 SQUAD 1 28031623-166 SQUAD 1		937.50	.00
	00/ 10/ 2020	1150107 02		20001020 100 500/05 1		1095.00	.00
	CHECK TO VENDOR	==>VENDOR NA	AFECO NAFEC	0	TOTALS	2032.50	.00
ODP BUSINESS SOLUTIONS, L	- 03/16/2023 -	25511357 02	2/28/2023 VR (01031623-121 COPY PA	PER & PENS	65.98	.00
	CHECK TO VENDOR	==>VENDOR OD	DPBUSIN ODP BU	JSINESS SOLUTIONS.LL	TOTALS	65.98	.00
Overdrive, Inc. Overdrive, Inc.	03/16/2023 - 03/16/2023 -			01031623-070 E-BOOKS 01031623-069 E-BOOKS		100.50 941.70	.00 .00
Overdrive, Inc.	03/16/2023 -			01031623-068 E-BOOKS			
Overdrive, Inc.	03/16/2023 -	23055301 02	2/21/2023 VR (01031623-071 E-BOOKS		1270.67 573.70	.00
	CHECK TO VENDOR	==>VENDOR OV	VERDRIV Overdr	rive, Inc.	TOTALS	2886.57	. 00
Pitney Bowes Global	03/16/2023 -	05695644 02	2/23/2023 VR (01031623-123 A#001622	4117 LEASE/SERVIC	175.23	.00
	CHECK TO VENDOR	==>VENDOR PI	ITBOGLO Pitney	/ Bowes Global	TOTALS	175.23	.00
Jefferson Co. Road Dept.	03/16/2023 -	0223BLDG 03.	3/01/2023 VR 0	01031623-051 FEB 2023	BUILDING FUEL	302.57	.00
	CHECK TO VENDOR=	=>VENDOR RDI	DDEPT Jeffer	son Co. Road Dept.	TOTALS	302.57	.00
Redwire	03/16/2023 -	472225 02.	2/09/2023 VR 0	01031623-118 C#W1M048	5 LIBRARY SERV TR	59.00	.00
	CHECK TO VENDOR=	=>VENDOR REI	EDWIRE Redwir	e `	TOTALS	59.00	.00
Register's Mini Storage	03/16/2023 -	03012023 02,	2/28/2023 VR 0	1031623-086 3/23 REM	T UNI⊤ B-17,21-22	225.00	.00
	CHECK TO VENDOR=	=>VENDOR REG	GISTMI Regist	er's Mini,Storage	TOTALS	225.00	.00
Katrina Richardson	03/16/2023 -	210 02/	2/22/2023 VR 0	1031623-130 2023 RUR	AL CTY DAY REG	750.00	.00
	CHECK TO VENDOR=	=>VENDOR RIC	CHARDK Katrin	a Richardson	TOTALS	750.00	.00
Keith Roddenberry Keith Roddenberry				1031623-092 LAWN SER 1031623-091 LAWN SER		50.00 50.00	.00 .00
	CHECK TO VENDOR=	=>VENDOR ROD	DDENBE Keith	Roddenberry	TOTALS	100.00	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B		ERSON COUNTY BOARD OF C OF VOUCHERS TO BE PAID			7 16:54:02 NIKKI
VENDOR NAME	DUE PURCHASE DATE ORDER NUMBER		VOUCHER NUMBER TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Royal Mini Storage, Inc.	- 03/16/2023 -	03012023 02/28/2023 VR	01031623-087 3/2023 RENT UNIT#47	110.00	.00
	CHECK TO VENDOR	==>VENDOR ROYALMIN Roya	l Mini Storage, Inc. TOTALS	110.00	.00
Secure Records Solutions Secure Records Solutions			01031623-104 DEC 2022 SERVICES	80.00	.00
Secure Records Solutions			01031623-105 JAN 2023 SERVICES 01031623-106 FEB 2023 SERVICES	80.00 80.00	.00 .00
	CHECK TO VENDOR	==>VENDOR SECURERE Secur	re Records Solutions TOTALS	240.00	. 00
Sonitrol of Tallahassee	03/16/2023 -	464710 12/25/2022 VR	01031623-082 C#R1M602878 PROP APPR M	ON 620.97	.00
	CHECK TO VENDOR	==>VENDOR SONITROL Sonit	crol of Tallahassee TOTALS	620.97	.00
SOUTHEASTERN CONSULTING	03/16/2023 -	9520 02/28/2023 VR	01031623-122 LAKE ROAD RESURFACING	35000.00	.00
	CHECK TO VENDOR	==>VENDOR SOUTHEAS SOUTH	EASTERN CONSULTING TOTALS	35000.00	. 00
Stryker Sales Corporatio	03/16/2023 -	4060118 02/20/2023 VR	28031623-167 PREV MAINT STRETCHERS	9780.40	.00
	CHECK TO VENDOR=	==>VENDOR STRYKERM Stryk	er Sales Corporation TOTALS	9780.40	.00
Supervisor of Elections	03/16/2023 -	FY23RQ7 02/28/2023 VR	01031623-084 FY23 BUDGET REQ FOR 4/2	3 37964.58	.00
	CHECK TO VENDOR=	==>VENDOR SUPERVIS Super	visor of Elections TOTALS	37964.58	.00
Tallahassee Comm. Colleg	03/16/2023 -	23CBRTRN 03/02/2023 VR	14031623-131 NEALY TUITION TRAING CO	ST 2369.98	.00
	CHECK TO VENDOR=	=>VENDOR TCCPATTH Talla	hassee Comm. College TOTALS	2369.98	.00
The First	03/16/2023 -	20233030 02/15/2023 VR	01031623-175 L#4140003030 ESCO YR2 P≬	1T 17243.06	.00
	CHECK TO VENDOR=	=>VENDOR THEFIRST The F	irst TOTALS	17243.06	. 00
Toshiba Financial Servic Toshiba Financial Servic			D1031623-116 A#0031321378000 D1031623-117 A#0031321378000	46.00 156.00	.00 .00
	CHECK TO VENDOR=	=>VENDOR TOSHIBA2 Toshi	pa Financial Service TOTALS	202.00	.00
Toshiba Financial Servic Toshiba Financial Servic			L9031623-161 A#0151483084000 28031623-162 A#0151483084000	99.00 99.00	. 00 . 00
	CHECK TO VENDOR=	=>VENDOR TOSHIBA4 Toshit	pa Financial Service TOTALS	198.00	· .00
Toshiba Financial Servic		33404216 02/06/2023 VR ()1031623-109 A#0251689390000 COURTHOU		.00
Toshiba Financial Servic Toshiba Financial Servic	03/16/2023 - ;;	33404216 02/06/2023 VR (01031623-110 A#0251689390000 CTY JUDG 01031623-111 A#0251689390000 PLANNING	E 19.00	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B					OF COUNTY COMMISS ND - CASH CODE C			E 8 16:54:02 R NIKKI
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESC	TRANS CRIPTION AMOUNT	DISC/WITH AMOUNT
Toshiba Financial Servic	03/16/2023	-	33404216	02/06/2023	VR 01031623-112	A#0251689390000	BUILDING 158.00	.00
Toshiba Financial Servic	03/16/2023	-				A#0251689390000		.00
Toshiba Financial Servic	03/16/2023	-				A#0251689390000		.00
Toshiba Financial Servic	03/16/2023	-				A#0251689390000		.00
	CHE	ECK TO VENDOR:	==>VENDOR	TOSHIBA5 TO	oshiba Financial	Service TOTALS	1572.90	.00
TRI-COUNTY ELECTRIC COOP	03/16/2023	-	01231001	02/13/2023	VR 19031623-154	A#87301001001 AV	FD 36.84	.00
	QUE	CK TO VENDOD						
	UHE	LCK TU VENDUR	==>VENDOR	IRICOUNT IN	RI-COUNTY ELECTR	IC COOPE TOTALS	36.84	.00
UniFirst Corporation	03/16/2023	-	0018342A	11/24/2022	VR 22031623-049	C#1237569 EMPLOY	EE UNIFRM 145.50	.00
UniFirst Corporation	03/16/2023					C#1237569 EMPLOY		.00
UniFirst Corporation	03/16/2023					C#1311916 BATHRO		.00
UniFirst Corporation	03/16/2023	-	50023254	02/16/2023	VR 01031623-047	C#1311916 BATHRO	OM SUPPLY 161.55	.00
UniFirst Corporation	03/16/2023					C#1311916 BATHRO		.00
	CHE	CK TO VENDOR=		UNITETOST UN	niFirst Corporat [.]	ion TOTALS	775.65	00
	UNE	OR TO VENDOR	VENDOR			TOTALS	775.05	. 00
Verizon Wireless	03/16/2023	-	LBRY0023	01/15/2023	VR 01031623-002	A#08424759450000	1 HOTSPOT	
N/ · · · · · · · · · · · · · · · · · · ·							1865.13	.00
	03/16/2023					A#8421790310001 F		.00
	03/16/2023					A#84254352900001		.00
	03/16/2023					A#84254352900001		. 00
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	03/16/2023					A#84254352900001		. 00
	03/16/2023					A#84254352900001		. 00
Verizon Wireless	03/16/2023	-	28501094	02/23/2023	VR 28031623-009	A#84254352900001	EMS 215.73	.00
	CHE	CK TO VENDOR=	=>VENDOR	VERIZONW Ve	rizon Wireless	TOTALS	3157.87	.00
			CASH	ACCOUNT # 0	11010000	TOTALS	873101.73	.00
			BANK	ACCOUNT # 0	101001611	TOTALS	873101.73	.00

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VENDOR NAME		PURCHASE DRDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L CAS	H ACCOUNT-11	1010000		CASH-CHECK	ING-CO TRAM	٧S		
Advanced Business Syste	m 03/16/2023		417714	03/01/2023	3 VR 11031623-00	3 C#CT33560)1 ROAD	19.04	.00
	CHEC	K TO VENDOR -	=>VENDOF	R ADVBUSIN A	Advanced Busines	s Systems	TOTALS	19.04	.00
Beard Equipment Company	03/16/2023	- :	1750714	02/27/2023	3 VR 11031623-03	8 FILTERS		270.13	.00
Beard Equipment Company			1750717		3 VR 11031623-04			446.63	.00
Beard Equipment Company					3 VR 11031623-04			250.18	.00
Beard Equipment Company					3 VR 11031623-04		REDIT WRONG PO	-446.63	.00
Beard Equipment Company					3 VR 11031623-03			-270.13	.00
Beard Equipment Company					3 VR 11031623-04			-250.18	.00
Beard Equipment Company					3 VR 11031623-04			270.13	.00
Beard Equipment Company					VR 11031623-04			250.18	.00
Beard Equipment Company					VR 11031623-04			446.63	.00
Beard Equipment Company					VR 11031623-00				.00
Beard Equipment Company			1751364		VR 11031623-00			50.00	.00
sear a charbinging company	00/10/2020	н. -	101001	0272072020	W 11001020 00	CORE FOR		50.00	.00
	CHEC	<pre>< TO VENDOR==</pre>	=>VENDOR	BEARD B	eard Equipment (Company	TOTALS	966.94	.00
Big Bend Tire	03/16/2023	- 1	.59954	02/07/2023	VR 11031623-01	1 TIRE REPA	IR #107	50.00	.00
Big Bend Tire	03/16/2023		.60083		VR 11031623-012			30.00	.00
Big Bend Tire	03/16/2023		60232		VR 11031623-013			882.04	.00
							,, - · · ·		
	CHECK	K TO VENDOR==	⇒vendor	BIGBENTI B	ig Bend Tire		TOTALS	962.04	. 00
CenturyLink	03/16/2023	- 0	223RDDP	02/16/2023	VR 11031623-023	3 A#3121683	04	540.50	.00
	CHECK	TO VENDOR	>VENDOR	CENTLINK C	enturyLink		TOTALS	540.50	.00
Cintas	03/16/2023	- 4	7149410	02/21/2023	VR 11031623-031	D#1061637/		127 02	.00
Cintas	03/16/2023				VR 11031623-030				
Cintas	03/16/2023				VR 11031623-030				.00
	00/ 10/ 2020	- -	0002040	00/0//2020	VIC 11031020-010	F#1901037*	UNITORN RENTAL	127.03	.00
	CHECK	TO VENDOR==	>VENDOR	CINTAS C	intas		TOTALS	381.09	.00
City of Monticello	03/16/2023	- 01	1230112	02/22/2023	VR 11031623-027	A#00050112	2 1484 S JEFF	57.19	.00
	CHECK	TO VENDOR==>	>VENDOR	CITYMONT Ci	ity of Monticell	0	TOTALS	57.19	.00
Crystal Springs	03/16/2023	- 60	6022523	02/25/2023	VR 11031623-035	A#67149311	5070266 WATER	77.45	.00
	CHECK	TO VENDOR==>	>vendor	CRYSTALS Cr	ystal Springs		TOTALS	77.45	.00
Duke Energy	03/16/2023	- 01	123CAPP	02/22/2023	VR 11031623-022	A#91008544	8247	434.31	.00
Duke Energy	03/16/2023				VR 11031623-021			845.69	.00
						"			,00
	CHECK	TO VENDOR==>	>VENDOR	DUKE Du	ike Energy		TOTALS	1280.00	. 00
	03/16/2023	- 25	5955	02/08/2023	VR 11031623-026	SHOP MECHA	NIC AD	20.00	.00
	03/16/2023	- 25	5990	02/15/2023	VR 11031623-024	SHOP MECHA	NIC AD	20.00	.00
ECB PUBLISHING INC	03/16/2023	- 26	5038	02/22/2023	VR 11031623-025	SHOP MECHA	NIC AD	20.00	.00

REPORT DATE 03/10/2023 SYSTEM DATE 03/10/2023 FILES ID B		COUNTY BOARD OF COUNTY COMMISSIONERS CHERS TO BE PAID - CASH CODE ORDER		10 16:54:02 NIKKI
VENDOR NAME	DUE PURCHASE INVOI DATE ORDER NUMBER NUMBE		TRANS ON DESCRIPTION AMOUNT	DISC/WITH AMOUNT
ECB PUBLISHING INC	03/16/2023 - 26097	03/01/2023 VR 11031623-010 SHOP MECHA	ANIC AD 3/1/23 20.00	.00
	CHECK TO VENDOR==>VEN	DOR ECBPUB ECB PUBLISHING INC	TOTALS 80.00	.00
ELI ROBERTS & SONS	03/16/2023 - 42291	1 02/28/2023 VR 11031623-029 DIESEL	12220 40	00
ELI ROBERTS & SONS	03/16/2023 - 42291	2 02/28/2023 VR 11031623-028 UNLEADED G		.00
			11004.06	.00
			TOTALS 24324.46	.00
First Call Truck Parts	03/16/2023 - 125203		493.12	.00
	CHECK TO VENDOR==>VENI	DOR FIRSTCAL First Call Truck Parts	TOTALS 493.12	. 00
Jones Welding & Industri	03/16/2023 - 006503	LO1 02/28/2023 VR 11031623-009 MONTHLY RE	NTAL 96.04	.00
	CHECK TO VENDOR==>VEN	OOR JONESWEL Jones Welding & Industria	TOTALS 96.04	.00
McClellan Five, LLC	03/16/2023 - 3972	03/03/2023 VR 11031623-015 SERVICE #7	0 985.22	.00
	CHECK TO VENDOR==>VEND	OR MCCLELLA McClellan Five, LLC	TOTALS 985.22	. 00
Mobile Communications	03/16/2023 - 700293	88 03/01/2023 VR 11031623-014 GPS FLEET	TRACKING SERV 523.75	.00
	CHECK TO VENDOR==>VEND	OR MOBILECO Mobile Communications	TOTALS 523.75	.00
Monticello Carquest Inc.	03/16/2023 - 382727	85 02/20/2023 VR 11031623-032 CHAINSAW S	UPPLIES 43.18	.00
	CHECK TO VENDOR==>VEND	OR MONTCARQ Monticello Carquest Inc.	TOTALS 43.18	. 00
、Nextran Truck Centers		55 02/27/2023 VR 11031623-037 #106 FILTE		. 00
Nextran Truck Centers	03/16/2023 - 21₩466	4 02/03/2023 VR 11031623-036 #106 INS C	LAIM REPAIRS 4654.68	.00
	CHECK TO VENDOR==>VEND	OR NEXTRAN Nextran Truck Centers	TOTALS 4808.21	.00
O'Reilly Automotive, Inc	03/16/2023 - 751562	67 03/07/2023 VR 11031623-016 TIE ROD/PAD) SET/ROTORS#58 444.30	.00
O'Reilly Automotive, Inc		24 03/07/2023 VR 11031623-017 BRACKETED (. 00
	CHECK TO VENDOR==>VEND	OR OREILLY O'Reilly Automotive. Inc. 1	TOTALS 495.93	. 00
Potty Man Portables	03/16/2023 - 108520	02/14/2023 VR 11031623-006 PORTALET RE	ENTAL 95.00	.00
	CHECK TO VENDOR==>VEND	OR POTTYMAN Potty Man Portables	FOTALS 95.00	.00
		58 02/27/2023 VR 11031623-020 ELEMENTS FC		. 00
Ring Power Corporation*		93 02/28/2023 VR 11031623-019 PARTS FOR ∯		.00
	CHECK TO VENDOR==>VENDO	DR RINGPOWC Ring Power Corporation* T	OTALS 791.34	. 00
Toshiba Financial Servic	03/16/2023 - 3340423	16 02/06/2023 VR 11031623-001 A#025168939	00000 172.10	. 00

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	CHECK TO VENDOR ==>	>VENDOR ȚOSHIBA5 Toshiba Financial	Service TOTALS	172.10	.00
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP		2239006 02/27/2023 VR 11031623-005 / 2239014 02/27/2023 VR 11031623-004 /		30.77 474.11	.00 .00
	CHECK TO VENDOR==>	>VENDOR TRICOUNT TRI-COUNTY ELECTRI	C COOPE TOTALS	504.88	.00
Vector Security	03/16/2023 - 71	1553748 02/05/2023 VR 11031623-033 /	A#6478853 MONTHLY SERVICE	39.62	.00
	CHECK TO VENDOR==>1	>VENDOR VECTOR Vector Security	TOTALS	39.62	.00
Verizon Wireless	03/16/2023 - 285	3501094 02/23/2023 VR 11031623-002 /	\#84254352900001 ROAD	52.56	.00
	CHECK TO VENDOR==>1	>VENDOR VERIZONW Verizon Wireless	TOTALS	52.56	. 00
		CASH ACCOUNT # 111010000	TOTALS 37	789.66	. 00
		BANK ACCOUNT # 0101006511	TOTALS 377	789.66	.00
		FINA	L REPORT TOTALS 9108	391.39	. 00

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 03/10/2023

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SUMMARY PAGE INFORMATION

ERRORS DETECTED:

SELECT CRITERIA: DUE DATE 03/16/2023 TO 03/16/2023 VENDOR VOUCHER 001 TO 999999999 CASH CODE 01001 08008

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INCLUDE DORMANT CREDIT MEMOS?..: Y

END OF REPORT

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS Regular Session February 16, 2023 6:00 P.M.

The Board met this date in regular session. Present were Chairman Chris Tuten, Commissioners Gene Hall, Austin Hosford, Stephen Walker and JT Surles. Also present were Clerk of Court Kirk Reams, County Attorney Heather Encinosa and County Manager Shannon Metty.

- 1. Chairman Tuten called the meeting to order, and Commissioner Hall led the invocation and pledge of allegiance.
- 2. Katrina Richardson announced they would be having an economic development impact study performed and asked the Board if they would like to contribute towards this endeavor. It was the will of the Board to assist with \$1,500 towards the study from Economic Development funding.
- 3. Newly elected Jefferson County School Board member Brenda Wirick addressed the Board and indicated that she was ready to help and assist in any way that she could.
- 4. On a motion made by Commissioner Surles, seconded by Commissioner Hall, and unanimously carried, the Board approved the Consent Agenda consisting of the attached vouchers to be paid, the account list, and the Commissioners report.
- 5. County Attorney, Heather Encinosa introduced item 5a, the Solar Farm Ordinance Discussion and the attached Cover Letter and proposed Ordinance and asked the Board to review and note any areas of concern with the County Manager. Commissioner Tuten stated County Engineer Jack Husbands would be assisting in the review.
- 6. County Attorney Encinosa introduced item 5b, External Committees with County Appointee Resolutions. On a motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously approved, the Board approved the attached Resolutions with the several changes that were made by the Board.
- 7. County Attorney Encinosa introduced item 5c, Approval of Advisory Board Resolutions and Ratification of Member Appointments. On a motion by Commissioner Hall, seconded by Commissioner Surles, and unanimously approved, the Board approved the attached Planning Commission and TDC Resolutions and will bring back the Affordable Housing Resolution at a later date.
- 8. County Attorney Manager Encinosa introduced item 5d, Direction Regarding Appointments and Unknown Advisory Boards. On a motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously approved, the Board approved that the Committee's discussed are not formally needed.
- 9. Chairman Tuten opened the public hearing on item 5e, the Unsafe Building Ordinance. County Attorney Encinosa went through the changes made to the Ordinance and the Board took questions and discussion from the audience before Chairman Tuten closed the public hearing. On a motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the Board approved the attached proposed ordinance.
- 10. County Attorney Evan Rosenthal introduced item 5f, County Redistricting Proposals. After Board discussion this item was tabled for future consideration.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS Regular Session February 16, 2023 6:00 P.M.

- 11. The County Engineer gave an update on the progress of their projects.
- 12. County Manager, Shannon Metty gave the Board an update on several changes that were made to the vouchers. She explained to the Board that the Planning Commission was working on changes to Special Exception process but would like to refocus on each Land Use Category, the consensus of the Board approved the focus change. She also informed be the Board that she would like to begin discussing Spring Protection, the Board agreed. She noted that upcoming events were the Planning Commission will be holding a Solar Ordinance workshop on March 23rd and holding a workshop for Land Use Changes on March 9th, which would then be brought to the Board for workshop on the 16th. She also informed the Board the contract with Langton and Associates for grant writing and management was coming up; the consensus of the Board was to let it phase out and not re-new their contract as there were already members of the engineering team who can assist. She discussed several road paving projects that the City of Monticello would like assistance with as part of the roadway is within the County; it was the consensus of the Board to have the County Engineer and Attorneys work with the City of Monticello staff to bring forward an Interlocal Agreement. Finally, she announced that she has begun reviewing next year's budget and meeting weekly with the Clerk and staff.
- 13. Commissioner Walker inquired on the paving projects throughout the County. Mrs. Metty stated that phase one has begun the bidding process.
- 14. Commissioner Hall stated that he was glad we were partnering with the Jefferson County School Board for their use and potential purchase of some of their non maintained but valuable facilities.
- 15. Commissioner Hosford indicated that there were roads in Lloyd Acres that needed lines painted on them for safety reasons and requested what could be done to facilitate this need. The Sheriff agreed with this concern and need; the Board will gather additional roads that could benefit and inform the County Manager.
- 16. Commissioner Tuten expressed concern for the need of streetlights in certain areas in the County.
- 17. On motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the meeting was adjourned.

Board of County Commissioners Jefferson County, Florida

ATTEST:

Chris Tuten, Chairman

Kirk Reams, Clerk of Court

Board of County Commissioners Agenda Request

Date of Meeting: March 16, 2023

Date Submitted: March 10, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Subject: Non-Ad Valorum Special Assessment Ridge Rd Cost Update with road construction paving options

Statement of Issue:

This agenda item requests direction from the Board on assessing additional costs, with the majority approval by the HOA, to increase assessed funds amount.

Background and Analysis:

In 2021, former County Coordinator, Parrish Barwick, submitted a construction cost estimate for Ridge Rd paving. This estimate is attached for your reference. Since this estimate has been done, Mr. Barwick is no longer with the County, the cost of construction has increased.

Recently Capital Asphalt has been awarded the repaving contract of Casa Bianca Rd. After some discussion with Mr. Mitchell (Capital Asphalt) a new construction cost has been submitted and is attached.

Options:

- 1. Approve the higher assessment, send to the HOA for a vote, and continue to move forward financing the project ourselves.
- 2. Approve the higher assessment, send to the HOA for a vote, and continue to move forward financing through a bank.
- 3. Withdraw the whole assessment and the County will refund all costs collects for this project.

Recommendation:

Option #1

Attachments:

- 1. Memo to the HOA
- 2. Contractors cost sheet



Proposal - Acceptance

1330 Capital Circle NE Tallahassee, FL 32308 Phone: 850 574-3742 Fax: 850 656-6433

Phone: 850 574-37	42 Fax: 850 656-6435	Page 1	of	Page #: 1			
SUBMITTED TO:		DATE:	DATE OF	F PLANS:			
Jefferson County BoCC		3/3/2021					
STREET		JOB NAME:	JOB NAME:				
1 Courthouse Circle		Ridge Rd Paing	Ridge Rd Paing				
CITY, STATE, AND ZIP CODE:		JOB LOCATION:	JOB LOCATION:				
Monticello, FL 32344		Monticello FL	Monticello FL				
PHONE:	JOB PHONE:	FAX:	PROJEC	T DIRECTOR:			
				JT/Shannon			
VE HEREBY SUBMIT SPECIFIC	CATIONS AND ESTIMATES FOR		SUM	OF			

Capital Asphalt Inc. is happy to submit pricing for the following scope of work:

Scope of Work:

Mobilization	\$20,000.00
Maintenance of Traffic	\$15,000.00
Clip Existing Base	\$63,750.00
Install 1.5" SP12.5 Aspl	nalt \$181,250.00
24" White Paint	\$540.00
6" Yellow Paint	\$500.00
Total: \$281,04	0.00

Excludes:

Layout/Surveying, Testing, Patching, Erosion Control, Mowing, Priming and all Notes on Sheet C-01

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS

PAYMENT TO BE MADE AS FOLLOWS: Upon Completion- Net30

All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the amount set forth	il	Authorized Signature	
above. We shall not be responsible for delays caused by strikes, accidents, or	Name:	Title:	
other contingencies beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation	Marc Mitchell	President	
	Note: This proposal may be with	drawn by us if not accepted within30 days.	
ACCEPTANCE OF PROPOSAL			
The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:		

Date of Acceptance:

Signature:

CAPITAL ASPHALT INC.		Job Name: Company: Bid Date:	Jefferso	ge Rd n County ⁄2023
ltem	Unit	Quantity	Unit Price	Total
Mobilization	LS	1	\$20,000.00	\$20,000.00
Maintenance of Traffic	ED	10	\$1,500.00	\$15,000.00
Clip Existing Base	SY	15000	\$4.25	\$63,750.00
Install 1.5" SP12.5 Asphalt	TN	1250	\$145.00	\$181,250.00
24" White Paint	LF	27	\$20.00	\$540.00
6" Yellow Paint	LF	100	\$5.00	\$500.00

\$281,040.00

Non-Ad Valorum Special Assessment Casa Bianca, Ridge Rd.

To: Susan Taylor, President Ridge Rd HOA

From: Jefferson County BOCC

Subject: Road Construction Paving Options

Statement of Issue:

Commissioner Surles and the Board of County Commissioners is asking direction from the citizens of the Casa Bianca, Ridge Rd. HOA on how they would like the County to proceed with the Non-Ad Valorum Special Assessment.

Background and Analysis:

In 2021 former County Coordinator, Parrish Barwick, submitted a construction cost estimate for Ridge Rd paving. This estimate is attached for your reference. Since this estimate has been done, Mr. Barwick is no longer with the County, the cost of construction has increased, and in an effort to be through, the County has asked an engineer to update the construction cost. These costs are project be higher than originally assessed.

Recently Capital Asphalt has been awarded the repaying contract of Casa Bianca Rd. The County has been able to negotiate a current cost for having this work done. Attached updated cost analysis from Contractor.

Below are options for this project. Please review these options and notify the manager's office of your decision.

Options:

- 1. Commence construction with an updated assessment.
- 2. Withdraw the whole assessment and the County will refund all costs collects for this project.

Board of County Commissioners Agenda Request

Date of Meeting:	March 16, 2023
Date Submitted:	March 8, 2023
То:	Honorable Chairman and Members of the Board
From:	Evan Rosenthal
	Assistant County Attorney
Subject:	Request the Board Authorize the Chairman Transmit a Letter on
	behalf of the Board to the Florida House of Representatives and Senate Expressing the Board's Opposition to HB 1197 and SB 1240

Statement of Issue:

This agenda item requests the Board authorize the Chairman to transmit a letter on behalf of the Board to the Florida House of Representatives and Senate Expressing the Board's Opposition to HB 1197 and SB 1240, which if enacted would broadly preempt the County from adopting regulations designed to protect the environment of Jefferson County and the County's natural resources.

Background and Analysis:

HB 1197 (attached) and its Senate companion SB 1240 would prohibit counties and municipalities from adopting any laws, regulations, rules, or policies related to water quality, water quantity, pollution control, pollutant prevention or removal, or wetlands. Under the bill, the aforementioned subjects would further be exclusively preempted to the state.

This broad preemption would significantly diminish the County's home rule authority and ability to take actions or adopt rules or regulations designed to protect the environment in Jefferson County. Numerous existing provisions within the County's land development code and comprehensive plan would likely be invalidated, including provisions related to wetland and waterbody setbacks, alteration of wetlands, and air pollution.

Options:

- 1. Authorize the Chairman Transmit a Letter on behalf of the Board to the Florida House of Representatives and Senate Expressing the Board's Opposition to HB 1197 and SB 1240
- 2. Do Not Authorize the Chairman Transmit a Letter on behalf of the Board to the Florida House of Representatives and Senate Expressing the Board's Opposition to HB 1197 and SB 1240
- 3. Board Direction

Recommendation: Option #1

Attachments:

1. HB 1197

FLORIDA HOUSE OF REPRESENTATIVES

HB 1197

2023

1	A bill to be entitled
2	An act relating to land and water management; creating
3	s. 373.027, F.S.; prohibiting counties and
4	municipalities from adopting laws, regulations, rules,
5	or policies relating to water quality or quantity,
6	pollution control, pollutant discharge prevention or
7	removal, and wetlands; preempting such regulation to
8	the state; providing applicability and construction;
9	requiring the department to notify the Chief Financial
10	Officer of certain violations; requiring the Chief
11	Financial Officer to withhold certain funds; repealing
12	s. 373.591, F.S., relating to land management review
13	teams; providing an effective date.
14	
15	Be It Enacted by the Legislature of the State of Florida:
16	
17	Section 1. Section 373.027, Florida Statutes, is created
18	to read:
19	373.027 Water management preemption
20	 A county or municipality may not adopt laws,
21	regulations, rules, or policies relating to any of the
22	following:
23	(a) Water quality.
24	(b) Water quantity.
25	(c) Pollution control.
	Page 1 of 2

Page 1 of 2

CODING: Words etricken are deletions; words underlined are additions.

hb1197-00

FLORIDA HOUSE OF REPRESENTATIVES

HB 1197

2023

26	(d) Pollutant discharge prevention or removal.
27	(e) Wetlands, including any delineation.
28	(2) The regulation of water quality, water quantity,
29	pollution control, pollutant discharge prevention and removal,
30	and wetlands, including any delineation, is exclusively
31	preempted to the state.
32	(3) This section does not:
33	(a) Apply to an interagency or interlocal agreement
34	between the department and any agency, water management
35	district, or local government conducting programs relating to or
36	materially affecting the water resources of the state.
37	(b) Affect the authority of a county or municipality to
38	regulate and operate its own water system, wastewater system, or
39	stormwater system.
40	(4) If the department determines that a county or
41	municipality is in violation of this section, the department
42	shall notify the Chief Financial Officer of the violation and
43	the Chief Financial Officer shall withhold any state funds to
44	which the county or municipality may be entitled.
45	Section 2. Section 373.591, Florida Statutes, is repealed.
46	Section 3. This act shall take effect July 1, 2023.
	Page 2 of 2
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CODING: Words eticken are deletions; words <u>underlined</u> are additions.

hb1197-00

Board of County Commissioners Agenda Request

Date of Meeting:	March16, 2023
Date Submitted:	March 10, 2023
To:	Honorable Chairman and Members of the Board
From:	Shannon Metty, County Manager Heather Encinosa, County Attorney Evan Rosenthal, Assistant County Attorney
Subject:	Request Board Certification and Approval of Vendor as Sole-Source and Approval of Expenditure and Agreement for Proprietary Camera Surveillance Services

Statement of Issue:

This agenda item requests Board approval of an expenditure and an Agreement for proprietary camera surveillance services among Jefferson County, the Jefferson County Sheriff, and Flock Safety, Inc. (Flock).

Background:

The Sheriff is responsible for enforcing the Constitution and laws of the state and to provide for the security, safety, and well-being of Jefferson County citizens. At the meeting of the Board held March 2, 2023, the Sheriff addressed the Board seeking funding for proprietary camera surveillance services from Flock as the Sheriff does not have adequate resources in the Sheriff's budget to fund the expense this year. Flock's proprietary camera surveillance services include patented and trademarked Vehicle Fingerprint[™] technology that enables users to search by vehicle make, color, type, license plate, state, covered plate, paper plate, and unique vehicle details like roof racks, bumper stickers, and more. The County, Sheriff, and Flock have negotiated an agreement through which the Sheriff will be responsible for managing the contract, Flock will provide the services, and the County will be responsible for the cost of the services for the initial term of one year. The cost of services for the initial one-year term, including initial installation, is \$28,500. The agreement will terminate as to the County following the initial term. In the event the Sheriff desires to retain the services beyond the one year term, the Sheriff will be responsible for the renewal of the Agreement with Flock and to fund the cost of the renewal term out of the Sheriff's budget.

The Jefferson County Purchasing Ordinance provides that expenditures over \$20,000 require procurement via competitive sealed bids or proposals. However, an exception exists for commodities that can be legally procured from only one source, usually due to the source owning patents and/or copyrights. See Ord. No. 2022-11032022-04, § 2-5(h)-(i). In such cases, a contract may be awarded when the procurement office, with the concurrence of the County Manager, certifies

Request Board Certification and Approval of Vendor as Sole-Source and Approval of Expenditure and Agreement for Proprietary Camera Surveillance Services March 16, 2023 Page 2

in writing, after conducting a good faith review of available sources, that there is only one available source for the required service. <u>Id.</u> Where the purchase exceeds the threshold amount of \$20,000, the item must be placed on the agenda for Board approval and certification that the vendor has been determined to be a sole source. <u>Id.</u>

Analysis: In this case, the procurement office, with the concurrence of the County Manager, has certified via this writing that Flock Safety is the only source available for the proprietary camera surveillance services and Vehicle FingerprintTM technology such that it fits the sole source exception to procurement via competitive sealed bids or proposals set forth in the Purchasing Ordinance. Before the Board may approve the expenditure and enter the agreement for services in a manner consistent with the Purchasing Ordinance, the Board must approve and certify that Flock Safety is a sole-source vendor. Agreeing to the expenditure and entering the agreement for services will obligate the County to cover \$28,500 for the one-year initial term.

Options:

- 1. Approve and Certify that Flock Safety is a Sole Source Vendor; Approve the Expenditure and Agreement for Proprietary Camera Surveillance Services, funds to be used from Continency
- 2. Do Not Approve and Certify that Flock Safety is a Sole Source Vendor; Do Not Approve the Expenditure and Agreement for Proprietary Camera Surveillance Services
- 3. Board Direction

Recommendation:

Option #1

Attachments:

1. Agreement for Proprietary Camera Services with Flock Safety

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock"), Jefferson County, a political subdivision of the State of Florida (the "County"), and the customer identified below ("Agency") (each of Flock, County, and Agency, a "Party" or collectively the "Parties"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by the Parties (the "Effective Date").

Agency: FL Jefferson County Sheriff's Office Legal Entity Name: Jefferson County Sherriff's Office	Contact Name: Dan Williams
Address: 171 Industrial Park Monticello, Florida 32344	Phone: (850) 997-0774 E-Mail: dan.williams@jcso-fl.org
Expected Payment Method:	Billing Contact: Shannon Metty, County Manager 445 W. Palmer Mill Rd Monticello FL 32344 Phone: (850) 342-0223 Fax: (850) 342-0225 Email: smetty@jeffersoncountyfl.gov

Initial Term: 12 months Renewal Term: 12 months	 Billing Term: Invoice Plan payment due Net 30 per terms and conditions Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	10.00	\$3,500.00

Hardware and Software Products

Annual amount over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00
	Subtotal Init	ial Term:	\$28,500.00
	Subscripti	on Term:	12 Months
	Annual Recurri	ing Total:	\$25,000.00
	Estimated S	ales Tax:	\$0.00
	Total Contract	Amount:	\$53,500.00

The Parties have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement. The Parties expressly agree that County is party to this agreement solely for the purposes of paying the costs of the Initial Term associated with this Agreement.

By executing this Order Form, Agency and County represent and warrant that they have read and agree to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the date last written below.

JEFFERSON COUNTY

Chris Tuten Chairman, Board of County Commissioners

Date: _____

ATTEST:

Kirk Reams Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq. County Attorney

FLOCK GROUP, INC.

Name: _____

Title:

Date:

JEFFERSON COUNTY SHERIFF'S OFFICE

Sheriff Alfred Kenneth "Mac" McNeill, Jr. Jefferson County Sheriff

Date: _____

f**i**ock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("Flock"), Jefferson County, a political subdivision of the State of Florida (the "**County**"), and the police department or government agency identified in the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("Notifications");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay, which is deleted after seven (7) days and not covered in the services under this Agreement. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, County desires to fund the costs of the Initial Term of the Agreement on behalf of the Agency; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms not otherwise defined herein have the meanings set forth or cross-referenced in this Section 1.

1.1 "Advanced Search" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "*Agency Data*" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 "Agency Generated Data" means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "*Agency Hardware*" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "*Aggregated Data*" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "*Authorized End User(s)*" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "*Deployment Plan*" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "*Documentation*" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "*Embedded Software*" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "Falcon Flex" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "*Flock Hardware*" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "*Flock IP*" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "*Flock Safety Falcon*TM" means an infrastructure-free license plate reader camera that utilizes Vehicle FingerprintTM technology to capture vehicular attributes.

1.14 "*Flock Safety Raven*TM" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "*Flock Safety Sparrow*[™]" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint[™] technology to capture vehicular attributes.

1.17 "*Footage*" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 "*Hotlist(s)*" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 "Implementation Fee(s)" means the monetary fees associated with the Installation Services, as defined below.

1.20 "*Installation Services*" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "*Non-Agency End User(s)*" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "*Services*" or "*Flock Services*" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "Support Services" means Monitoring Services, as defined in Section 2.10 below.

1.24 "Usage Fee" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "*Web Interface*" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "*Wing Suite*" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "Wing Livestream" means real-time video integration with third-party cameras via the Flock interface.

1.28 "*Wing LPR*" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint TechnologyTM for license plate capture.

1.29 "*Wing Replay*" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "*Vehicle Fingerprint*TM" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("User ID"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("*Permitted Purpose*"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account (*"Service Suspension"*). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (*"Service Interruption"*). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock

Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("Designated Location") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("Reinstalls") will incur a charge for Flock's thencurrent list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("Agency Installation Obligations"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 *Flock's Obligations.* Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall

restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 *Ownership of Hardware*. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at <u>support@flocksafety.com</u>, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, <u>upon</u> <u>Agency's prior written consent</u> ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited

to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. <u>Flock does not own and shall not sell Agency Generated Data</u>.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. <u>Flock does not sell Aggregated Data</u>.

4.6 **Florida Public Records Law.** By entering into this Agreement and to the extent it is applicable, Flock acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Agreement are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article I, Section 24 of the Florida Constitution. Pursuant to Section 119.0701, Florida Statutes, any contractor entering into a contract with the Agency is required to:

4.6.1 Keep and maintain public records required by the Agency to perform the services and work provided pursuant to this Agreement.

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

4.6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as otherwise authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Flock does not transfer the records to the Agency.

4.6.4 Upon completion of this Agreement, transfer, at no cost to the Agency, all public records in the possession of Flock or keep and maintain public records required by the Agency to perform the service. If Flock transfers all public records to the Agency upon completion of the Agreement, Flock shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Flock keeps and maintains public records upon completion of the Agreement, Flock shall meet all applicable requirements for retaining public records, including meeting any applicable retention periods prescribed by the Florida Department of State, Division of Library Services.

4.6.5 Requests to inspect or copy public records relating to the Agency's Agreement for services must be made directly to the Agency. If Flock receives any such request, Flock shall instruct the requestor to contact the Agency. If the Agency does not possess the records requested, the Agency shall immediately notify Flock of the request, and Flock must provide the records to the Agency or otherwise allow the records to be inspected or copied within a reasonable time.

4.6.6 Flock acknowledges that failure to provide the public records to the Agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

4.6.7 Flock further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Agency.

Flock has the obligation to comply with Florida's Public Records Laws. If Flock does not comply with a public records request, Agency shall treat that omission as a breach of this Agreement and enforce the contract provisions accordingly. Additionally, if Flock fails to provide records when requested, Flock may be subject to penalties under Section 119.10, Florida Statutes. Pursuant to Section 119.0701(2)(a), Florida Statutes, Agency is required to provide Flock with this statement and establish the following requirements as contractual obligations pursuant to this Agreement. Furthermore, regardless of anything set forth in this Agreement to the contrary, the following applies with regard to Public Records.

IF FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 342-0223 OR 445 W. PALMER MILL RD., MONTICELLO, FLORIDA 32344.

5. PAYMENT OF FEES

5.1. **Fees**. County shall pay the fees as set forth in the Order Form during the Initial Term. Agency shall pay the fees set forth in the Order Form during any Renewal Term. County will not be liable for any fees other than those set forth in the Order Form or for any fees incurred after the Initial Term.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. Flock will direct all invoices to the County via the Billing Contact on the Order Form during the Initial Term. Following the conclusion of the Initial Term and entry into any Renewal Term, Flock will direct all invoices to the Agency's Contact as listed on the Order Form, and Flock will direct all invoice and billing inquiries to the Agency accordingly If Agency is a non-tax-exempt entity, County, during the Initial Term, or Agency, during any Renewal Term, shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency or County believe that Flock has billed Agency incorrectly, Agency or County must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency and County acknowledge and agree that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

5.4. **Appropriation**. Flock acknowledges that the County and Agency, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's and the Agency's performance and obligation to pay under this agreement is contingent upon annual appropriation.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "*Initial Term*"). Following the Term, unless otherwise indicated on the Order Form, this Agreement may be renewed for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "*Renewal Term*") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.1.1 <u>For Wing Suite products</u>: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by a Party.

6.1.2 <u>For Flock Safety Falcon and Flock Safety Sparrow products</u>: the Term shall commence upon first installation and validation of Flock Hardware.

6.1.3 <u>For Flock Safety Raven products</u>: the Term shall commence upon first installation and validation of Flock Hardware.

- 6.1.4 For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- 6.1.5 <u>For Advanced Search products:</u> the Term shall commence upon execution of this Agreement.

6.2 **Termination as to County.** Following County's payment of the final invoice for the services rendered in the Initial Term, this Agreement will automatically terminate as to the County, and the only remaining parties to this Agreement will be Agency and Flock.

6.3 **Termination for Convenience.** At any time during the agreed upon Initial Term or any Renewal Term, any Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.4 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days' prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1, and 10.6

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall

policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF FLORIDA.

7.5 Insurance.

7.5.1 Flock shall maintain at all times the minimum levels of insurance set forth below and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the Agency and County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the Agency and County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the Agency and County.

7.5.2 The Agency and County shall be named as an additional insured on all Flock policies related to this Agreement, excluding any professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the Agency and County. All such policies shall be endorsed to provide defense coverage obligations.

7.5.3 If there is any failure by the Flock to comply with the provisions of this section, the Agency and County may, at its option, on notice to the Flock, suspend the work for cause until there is full compliance.

7.5.4 The Flock shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Agency and County.

7.5.6. Minimum Insurance Required:

7.5.6.1 Comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

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

7.5.6.3. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

7.5.6.4. Workers' Compensation on all employees, its agents or subcontractors as required by Florida Statutes.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; RESPONSIBILITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF FLORIDA. THIS PARAGRAPH SHALL NOT BE CONSTRUED AS A WAIVER OF SOVREIGN IMMUNITY OR THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees. Nothing in this paragraph shall waive sovereign immunity or the limitations on liability set forth in Section 768,28, Florida Statutes.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement. The Parties specifically agree that, in accordance with Section 768.28, Florida Statutes, the Agency waives no defense of sovereign immunity.

Flock shall indemnify and hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement, and (ii) any damage or injury to property or person directly caused by Flock's installation of Hardware on Agency's property, except for where such damage or injury was caused solely by the negligence of the Agency or its agents, officers or employees.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. The Parties hereto agree that venue would be proper in the appropriate court serving Jefferson County, Florida. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** <u>Upon prior written consent from Agency</u>, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS: 1170 HOWELL MILL ROAD, NW SUITE 210 ATLANTA, GA 30318 ATTN: LEGAL DEPARTMENT EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

445 W. Palmer Mill Rd.

Monticello, FL 32344

With Copy to:

1500 Mahan Drive, Suite 200 Tallahassee, FL 32303

ATTN: Shannon Metty, County Manager EMAIL: <u>smetty@jeffersoncountyfl.gov</u> ATTN: Heather Encinosa, Jefferson County Attorney EMAIL: <u>hencinosa@ngnlaw.com</u>

10.12 **Independent Contractors.** The Parties expressly agree that they are acting as independent contractors and not as joint venturers, partners, employer-employee, principal-agent, or other similar business arrangements. This Agreement is not to be construed as authority for either party to act for the other party as an agent or in another similar capacity. All services shall be performed by Flock and Flock's employees and Flock's subcontractors and their employees. Under no circumstances shall Flock, Flock's employees, its subcontractors, or their employees look to the Agency as his or her employer, or as partner, agent, or principal. Flock, Flock's employees, Flock's subcontractors, and their employees shall not be entitled to any benefits accorded to the Agency's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Flock and its subcontractors shall be responsible for providing, at their own expense and in their own names, unemployment, disability, worker's compensation, and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement

10.13 **E-Verify.** As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Flock and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

10.13.1. Flock shall require each of its subcontractors to provide Flock with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Flock shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

10.13.2 The Agency, Flock, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

10.13.3 The Agency, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Flock otherwise complied, shall promptly notify Flock and Flock shall immediately terminate the contract with the subcontractor.

10.13.4 A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Flock acknowledges that upon termination of this Agreement by the Agency for a violation of this section by Flock, Flock may not be awarded a public contract for at least one (1) year. Flock further acknowledges that Flock is liable for any costs incurred by the Agency as a result of termination of any contract for a violation of this section.

10.13.5 Flock or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Flock shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

10.14 Contractors on Scrutinized Companies Lists. By executing this Agreement, Flock, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Agency may immediately terminate this Agreement for cause if the Flock is found to have submitted a false certification as to the above or if the Flock is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Agency determines that the Flock has submitted a false certification, the Agency will provide written notice to the Flock. Unless the Flock demonstrates in writing, within 90 calendar days of receipt of the notice, that the Agency's determination of false certification was made in error, the Agency shall bring a civil action against the Flock. If the Agency's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Flock, and the Flock will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Agency's determination of false certification by Flock. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Board of County Commissioners Agenda Request

Date of Meeting:	March 16, 2023
Date Submitted:	March 8, 2023
To:	Honorable Chairman and Members of the Board
From:	Shannon Metty, County Manager Heather Encinosa, County Attorney
Subject:	Request Board Approval of Installation and Services Agreement with WeatherSTEM, Inc.

Statement of Issue:

This agenda item requests Board approval of an Installation and Services Agreement with WeatherSTEM, Inc. for uprgrades and ongoing maintenance services for the existing WeatherSTEM station at the County EOC.

Background:

At its March 2, 2023, meeting the Board heard a presentation from WeatherSTEM regarding these services and directed staff to bring back an agreement with WeatherSTEM.

Analysis:

Pursuant to the Installation and Services Agreement WeatherSTEM, Inc. will provide necessary equipment, installation, maintenance, and training services to the County to provide a fully functional WeatherSTEM System, including cameras and a weather station capable of capturing humidity, wind speed, pressure, temperature and other real-time weather monitoring.

The term of agreement is five years, commencing on April 1, 2023. The initial system upgrades will be completed within 60 days and will include necessary software upgrades and replacement of the current network components with a WeatherSTEM Cloud Utility and Weatherlink Live. The weather station will be fitted with a new wind speed cartridge, camera dome, temperature humidity board, and transmitter door cover. A full inspection of the station will be completed to ensure it is functioning correctly. Additional parts will be provided if needed based on the inspection.

Throughout the term of the agreement, WeatherSTEM will provide regular software updates, as needed, and ongoing, periodic maintenance services for the system to keep it in good and proper operating condition, including, repair and replacement of existing system parts. The County will be provided with full access to the WeatherSTEM software platform to include custom station webpage, data storage, custom notifications, curriculum, and presence on the WeatherSTEM mobile app.

The initial cost for the upgrades and first year of services is \$1800, which will be due upon completion of the system upgrades. Thereafter the annual maintenance fee is \$1000.

Options:

- 1. Approve Installation and Services Agreement with WeatherSTEM, Inc.
- 2. Do Not Installation and Services Agreement with WeatherSTEM, Inc.
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

Installation and Services Agreement with WeatherSTEM, Inc.

INSTALLATION AND SERVICES AGREEMENT

THIS INSTALLATION AND SERVICES AGREEMENT (the "Agreement) is made and entered into on this ______ day of ______, 2023 (the "Effective Date") by and between Jefferson County, Florida, by and through its Board of County Commissioners, located at 1 Courthouse Cir, Monticello, FL 32344 (the "Client") and WeatherSTEM Inc., located at 3019 N Shannon Lakes Drive Suite 203, Tallahassee, Florida, 32309 (the "Contractor"), which parties may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed as follows:

SECTION 1. INTENT.

A. Client has an existing WeatherSTEM system located at the Jefferson County EOC facility, located at 169 Industrial Park, Monticello, Florida, (the "System"), which System is in need of current upgrades and ongoing maintenance to maintain optimal function.

B. The Contractor has the necessary qualifications, experience and abilities to provide the needed upgrades and ongoing maintenance services for the System, more fully set forth in Section 2 below, to the Client.

C. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

SECTION 2. SERVICES PROVIDED.

A. As set forth in this Section 2, the Contractor shall provide necessary equipment, installation, maintenance, and training services to the Client to provide a fully functional WeatherSTEM System, including cameras and a weather station capable of capturing humidity, wind speed, pressure, temperature and other real-time weather monitoring (the "Services").

B. Within sixty (60) calendar days of the Effective Date, Contractor shall provide needed upgrades to the System hardware as follows: replacement of the current network components with a WeatherSTEM Cloud Utility and Weatherlink Live. The weather station will be fitted with a new wind speed cartridge, camera dome, temperature humidity board, and transmitter door cover. A full inspection of the station will be completed to ensure it is functioning correctly. Additional parts will be provided if needed based on the inspection.

C. Within sixty (60) calendar days of the Effective Date, Contractor shall provide needed upgrades to the System software as follows: WeatherSTEM software auto updates as available.

D. Throughout the term of this Agreement, Contractor shall provide ongoing, periodic maintenance services for the System to keep said System in good and proper operating condition, including, repair and replacement of existing System parts. Contractor will provide phone/email support for minor issues, which include any problems that that be repaired remotely without physical intervention by Contractor. Contractor will provide all necessary site visits for major issues, which include those repairs that require physical intervention by Contractor.

E. Throughout the term of this Agreement, Contractor shall provide ongoing software upgrades needed for the System to function properly, including full access to the WeatherSTEM software platform to include custom station webpage, data storage, custom notifications, curriculum, and presence on the WeatherSTEM mobile app.

F. Throughout the term of this Agreement, Contractor shall provide needed training to County employees for operation of the System. Contractor will consult with the client to ensure the proper personnel has access to the software and provide training on all features.

G. Contractor has represented to the Client that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner. Contractor warrants that all Services shall be performed by skilled and competent personnel to professional standards in the field.

H. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

I. Contractor shall, at no additional cost to Client, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

J. In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

SECTION 3. TERM AND TERMINATION OF AGREEMENT.

A. The term of this Agreement shall commence on April 1, 2023 and continue until March 31, 2028, unless earlier terminated as provided herein.

B. This Agreement may be terminated by the Client with or without cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Agreement, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination.

SECTION 4. COMPENSATION.

A. Client shall pay the Contractor a lump sum fee of EIGHTEEN HUNDRED DOLLARS (\$1800) upon completion of the System hardware and software upgrade Services set forth in Section 2.B. and 2.C. of this Agreement.

B. Commencing on April 1, 2024 and annually thereafter through the term of this Agreement, Client shall pay the Contractor an annual lump sum fee of ONE THOUSAND DOLLARS (\$1000) for performance of the ongoing System hardware and software maintenance services and training set forth in Section 2.D., 2.E., and 2.F. of this Agreement.

C. Contractor shall invoice the Client accordingly and each invoice shall be payable in accordance with the Florida Prompt Payment Act.

D. All invoices shall be delivered to:

County Manager 445 West Palmer Mill Road Monticello, Florida 32344

SECTION 5. INSURANCE.

A. Contractor shall maintain at all times the minimum levels of insurance set forth below and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the Client with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the Client to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the Client.

B. The Client shall be named as an additional insured on all Contractor policies related to this Agreement, excluding any professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Jefferson County. All such policies shall be endorsed to provide defense coverage obligations.

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

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

- E. Minimum Insurance Required:
 - 1. Comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.
 - 2. Commercial General Liability with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.
 - 3. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
 - 4. Workers' Compensation on all employees, its agents or subcontractors as required by Florida Statutes.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend (by counsel reasonably acceptable to Client) protect and hold Client, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from the negligent act, errors or omissions, or intentional or willful misconduct, of Contractor, its sub-contractors, agents, employees and invitees; provided, however, that Contractor shall not be obligated to defend or indemnify the Client with respect to any such claims or damages arising solely out of the Client's negligence.

B. Client review, comment and observation of the Contractor's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

C. Contractor agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Contractor's performance of this Agreement and its work product(s).

D. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 6. shall survive as if the Agreement were in full force and effect.

SECTION 7. MISCELLANEOUS PROVISIONS.

A. This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

B. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

C. The Parties agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Parties pertaining to the Services, whether written or oral.

D. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.

E. Contractor shall not assign this Agreement without the express written approval of the Client by executed amendment. In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.

F. Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

- 1. Keep and maintain public records required by the Client in order to perform the Services described herein.
- 2. Upon request from the Client provide the Client with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the Client.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the Contractor does not transfer all records to the Client.
- 4. Transfer, at no cost, to Client all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client, upon request from the Client, in a format that is compatible with the information technology systems of the Client. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the Client.
- 5. If Contractor does not comply with a public records request, the Client shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COUNTY MANAGER, 850-342-0223, 445 WEST PALMER MILL ROAD, MONTICELLO, FLORIDA 32344.

G. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to Client:	County Manager 445 West Palmer Mill Rd Monticello, FL 32344
As to Contractor:	WeatherSTEM, Inc. 3019 N. Shannon Lakes Drive Suite 203 Tallahassee, FL 32309

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Η. As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the Client for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the Client as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

By executing this Agreement, Contractor, certifies that it is not: (1) Ι. listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Client determines that the Contractor has submitted a false certification, the Client will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the Client shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 39, this Section 39 shall be null and void.

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

CLIENT JEFFERSON COUNTY

ATTEST:

Chris Tuten Chairman

Kirk Reams Ex Officio Clerk to the Board

APPROVED AS TO FORM:

Heather J. Encinosa, Esq. County Attorney CONTRATOR WeatherSTEM, Inc.

By:_____ Edward Mansouri, President

ATTEST:

By:_____, Corporate Secretary

Board of County Commissioners Agenda Request

Date of Meeting:	March 10, 2022
Date Submitted:	February 21, 2022
To:	Honorable Chairman and Members of the Board
From:	Heather Encinosa, County Attorney
Subject:	Approval of Advisory Board Resolutions and Ratification of Member Appointments

Statement of Issue: This agenda item brings back a resolution ratifying certain appointments to and adopting bylaws for the Affordable Housing Advisory Committee.

Background: At its meeting held February 16, 2023, the Board of County Commissioners considered agenda items concerning appointments discussed at the meeting held December 1, 2022.

<u>Analysis:</u> Approval of the Affordable Housing Advisory Committee Resolution ratifies the appointments thereto and adopt bylaws to help ensure compliance with Sunshine Law, Public Records Law, and Florida's Code of Ethics for Public Officers and Employees. In addition to those individuals identified at the Board meeting held December 1, 2022, and discussed at the meeting held February 16, 2023, the Affordable Housing Advisory Committee requires seven (7) additional appointees, one of which must be a Commissioner, to fill the positions relating to particular industries, in order to comply with Section 420.9076, Florida Statutes, and Section 10-72 of the Code.

The Affordable Housing Advisory Committee shall include the following, which individuals may overlap with or be part of the local housing partnership:

- (1) One citizen who is actively engaged in the residential building industry;
- (2) One citizen who is actively engaged in the banking or mortgage banking industry;
- (3) One citizen who is a representative of those areas of labor engaged in home building;
- (4) One citizen who is designated as an advocate for low-income persons;
- (5) One citizen who is a provider of affordable housing; and
- (6) One citizen who is a real estate professional.

Members shall serve for two-year terms and may be reappointed for subsequent terms.

Approval of Advisory Board Resolutions and Ratification of Member Appointments March 2, 2023 Page 2

Entity	Appointees	Position
Affordable Housing	Fred Mosley	Member
Advisory Committee	Bud Wheeler	Member
	Shannon Metty	Member
		Banking Industry Member
	Fred Mosley	Advocate for Low Income Persons Member
		Home Building Labor Member
		Real Estate Professional Member
		Affordable Housing Provider Member
	Justin Hamilton	Residential Building Member

Approval of the Resolution regarding the USDA/NRCS Local Working Group for Jefferson, Leon, and Wakulla Counties officially identifies Commissioner Tuten as the Board's representative thereto.

Options:

- 1. Approve Resolution Ratifying Appointments to Affordable Housing Advisory Committee and Adopting Bylaws.
- 2. Do Not Approve Resolution Ratifying Appointments to Affordable Housing Advisory Committee and Adopting Bylaws
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Affordable Housing Advisory Committee Resolution

RESOLUTION NO. 2023-<u>16</u>

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPOINTING MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; ADOPTING BYLAWS OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners are responsible for appointing members to the Affordable Housing Advisory Committee; and

WHEREAS, the Affordable Housing Advisory Committee was established pursuant to Section 10-72 of the Code of Ordinances of Jefferson County, Florida (the "Code") and Section 420.9076, Florida Statutes; and

WHEREAS, as required under Section 10-72(b) of the Code, Affordable Housing shall have a meaning consistent with Policy H-1 of the Jefferson County Comprehensive Plan; and

WHEREAS, the adoption of Bylaws will ensure that the Affordable Housing Advisory Committee meets its statutory duties set forth in Section 420.9076, Florida Statutes, complies with Florida's Public Records Law, Chapter 119, Florida Statutes, and complies with Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes; and

WHEREAS, the Board, finding that it is in the best interest of the Citizens of Jefferson County, now desires to make and confirm appointments to the Affordable Housing Advisory Committee and adopt Bylaws of the Jefferson County Affordable Housing Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, THAT:

SECTION 1. APPOINTMENT. The following members are hereby appointed to the Affordable Housing Advisory Committee pursuant to Section 10-72(c) of the Code:

Name		Appointment
1.		Banking Industry Member
2.		Advocate for Low-Income Persons Member
3.		Home Building Labor Member
4.		Real Estate Professional Member
5.		Affordable Housing Provider Member
6.		Residential Building Member
7.	Fred Mosley	Member
8.	Bud Wheeler	Member
9.	Shannon Metty	Member

SECTION 2. ADOPTION OF BYLAWS. The Jefferson County Affordable Housing Advisory Committee Bylaws set forth in Exhibit "A" hereto are hereby formally adopted.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the _____ day of ______, 2023.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chair

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq., County Attorney

BYLAWS OF THE JEFFERSON COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE

In order to govern its activities and operations in a manner consistent with manner consistent with Section 10-72 of the Jefferson County Code of Ordinances (the "Code"), the Jefferson County Board of County Commissioners hereby adopts the following Bylaws to govern the function and operation of the Jefferson County Affordable Housing Advisory Committee (the "Committee").

ARTICLE I. APPLICABLE LAWS AND POLICIES

Section 1.1 Public Records Law. Each member of the Committee shall comply with Florida's Public Records Law, Chapter 119, Florida Statutes, as may be amended from time to time.

Section 1.2 Government in the Sunshine Law. Each member of the Committee shall comply with Florida's Government in the Sunshine Law, Chapter 286, Florida Statutes, as may be amended from time to time.

Section 1.3 Ethics. Each member of the Committee shall comply with the requirements of Section 112.3143, Florida Statues, as may be amended from time to time, with respect to voting conflicts. Each member of the Committee shall abide by the Standards of Conduct set forth in Section 112.313, Florida Statues, as may be amended from time to time.

ARTICLE II. OFFICERS AND DUTIES

Section 2.1 Election. Consistent with Section 10-72(f) of the Code, the Committee shall annually elect from among its members a Chairperson and a Vice-Chairperson, each of whom shall serve a term of one (1) year that shall commence on January 1 and expire December 31.

Section 2.2 Duties. The Chairperson shall preside at all meetings. In the event of the Chairperson's absence, or at the direction of the Chairperson, the Vice-Chairperson shall assume the powers and duties of the Chairperson.

Section 2.3 Replacement. In the event that either the Chairperson or the Vice-Chairperson is unable to complete their terms, the Committee shall, as soon as reasonably possible, elect a replacement from among its members.

ARTICLE III. MEMBERS AND TERMS OF MEMBERS

Section 3.1 Membership. Membership of the committee shall conform with Section 10-72 of the Code.

Section 3.2 Terms and Vacancies. Members shall serve on the Committee for terms of three (3) years. Vacancies are filled for the remainder of the unexpired term.

Section 3.3 Reappointment: A member may be reappointed at the expiration of their term.

ARTICLE IV. MEETINGS

Section 4.1 Regular Meetings. The Committee shall hold at least one meeting each quarter pursuant to Section 10-72(d) of the Code. The Committee shall hold regular meetings at a place and time agreeable to the members. In order to expedite meetings, the Chairperson may place time limits on discussion of agenda items.

Section 4.2 Special Meetings. The Chairperson may call a special meeting of the Committee to discuss any issue properly before the Committee. Such special meeting may be convened only after notification is given to each member of the Committee and after public notice is given no later than forty-eight (48) hours before the special meeting is scheduled to begin.

Section 4.3 Public Participation. Members of the public shall be given an opportunity to be heard on any proposition before the Committee.

Section 4.4 Meeting Agendas. County staff shall develop an agenda for each meeting of the Committee. Any member of the Committee may request that appropriate items be placed on the agenda.

Section 4.5 Official Acts and Quorum. Any and all official acts by the Committee shall require a majority vote of the members present. However, the Committee shall take no such action unless a quorum is present at the meeting. A quorum shall consist of five members as set forth in Section 10-72 of the Code.

Section 4.6 Meeting Minutes. Minutes shall be taken at all regular and special meetings of the Committee. County staff shall prepare and maintain the minutes of each meeting. The minutes of the meeting shall reflect the number of affirmative votes on a motion and shall specify the names of any members voting against the motion.

Section 4.7 Procedure. The Jefferson County Revised Rules of Procedure for Meetings adopted in Resolution No. 22-09152022-06, shall guide the procedure of all meetings to the extent that they do not conflict with these Bylaws. In the event of a conflict or inconsistency between the Bylaws and Rules of Procedure for Meetings, these Bylaws shall prevail. A failure to strictly adhere to the Rules of Procedure for Meetings shall not void any action taken by the Committee.

ARTICLE V. AMENDMENTS TO BYLAWS

Section 5.1 Amendments. The Bylaws may only be amended by the Board of County Commissioners. At any regular or special meeting of the Committee, the Committee may recommend amendments to the Bylaws by a majority vote and request that the Board of County Commissioners amend the Bylaws.

Section 5.2 Approval. The Amended Bylaws shall become effective upon the approval of the Board of County Commissioners.

ARTICLE VI. ATTENDANCE AND REPLACEMENT OF MEMBERS

Section 6.1 Attendance at Meetings. Members shall provide notification of an absence, at least twenty-four (24) hours in advance of the meeting. In the event a member is absent from two of three successive regular meetings of the Committee, and the absences are unexcused, the member may be dismissed from the Committee. The Chairperson or the County staff will advise the County Manager, or designee, of the excessive absences, and appropriate actions will be taken.

Section 6.2 Replacement of Members. In the event a vacancy occurs, a new member shall be appointed as soon as reasonably possible to serve the remainder of the unexpired term as provided in Section 3.2 above.

ARTICLE VII. SPECIAL PROVISIONS

Section 7.1 Reporting to the Board of County Commissioners. The Committee shall be charged with the duties and responsibilities as provided in Section 420.9076, Florida Statutes, and as that section may hereafter be amended from time to time. Triennially, the Committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan, and shall recommend specific actions or initiatives to encourage or facilitate affordable housing. The Committee shall submit a written report of its findings to the Board of County Commissioners.

Board of County Commissioners Agenda Request

Date of Meeting:	March16, 2023
Date Submitted:	March 8, 2023
To:	Honorable Chairman and Members of the Board
From:	Paula Carroll, Director, Jefferson County Sheriff's Office Division of Emergency Management
Subject:	Request Board Approval of Memorandum of Understanding between Jefferson County and Second Harvest of the Big Bend

Statement of Issue:

This agenda item requests Board approval of a Memorandum of Understanding (MOU) between Jefferson County and Second Harvest of the Big Bend (Second Harvest) for the distribution of food, relief, supplies, medicines, and other items in the event of an emergency.

Background:

The County, through its Division of Emergency Management, is responsible for distributing resources to the public, including food and water, in the event of a declared emergency. Jefferson County and Second Harvest of the Big Bend have historically entered into various agreements memorializing this cooperation.

Analysis:

This MOU provides for the County and Second Harvest to coordinate to provide food, relief supplies, medicines, and other items to the public in accordance with the Jefferson County Comprehensive Emergency Management Plan (CEMP). The County is responsible for notifying Second Harvest of its needs in the event of an emergency, developing training for Second Harvest staff, conducting meetings and exercises related to emergency preparedness, and utilizing Second Harvest services when appropriate. Second Harvest is responsible for providing staff at no charge during disaster and recovery periods, participate in exercises and planning. The MOU provides for an initial term of three (3) years followed by an automatic renewal period of one (1) year.

Options:

- 1. Approve Memorandum of Understanding between Jefferson County and Second Harvest of the Big Bend
- 2. Do Not Approve Memorandum of Understanding between Jefferson County and Second Harvest of the Big Bend

Request Board Approval of Memorandum of Understanding between Jefferson County and Second Harvest of the Big Bend March 16, 2023 Page 2

3. Board Direction. <u>Recommendation:</u> Option #1

Attachments:

Memorandum of Understanding between Jefferson County and Second Harvest of the Big Bend

Memorandum of Understanding Between Jefferson County, a Political Subdivision of the State of Florida and Second Harvest of The Big Bend

This Memorandum of Understanding ("MOU") is made by and between Jefferson County, a political subdivision of the State of Florida, (the "County"), and America's Second Harvest of the Big Bend, Inc., a Florida not for profit corporation ("Second Harvest") (collectively, "Parties" or individually, "Party").

Now, therefore, in consideration of the mutual benefits set forth herein, the Parties hereby agree to the following terms:

I: <u>Purpose</u>: The purpose of this MOU is to set forth, define, and establish mutual agreements, understandings, and obligations by and between the County, through its Division of Emergency Management, and Second Harvest for the provision distribution of food, relief supplies, medicines, or other items in the event of a declared emergency.

II. Statement of Basic Responsibilities:

- A. The County provides coordination of emergency services within the County, including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering assistance. Under Chapter 252, Florida Statutes, the County also coordinates the administration of relief activities of both public and private relief or disaster assistance organizations which agree to volunteer their services under the direction or guidance of the County. In addition, the County may utilize personnel and facilities of relief or disaster assistance organizations, churches, temples, and synagogues in the distribution of food, relief supplies, medicines or other items and temporary sheltering as part of the restoration, rehabilitation or reconstruction of community services and essential facilities whenever necessary as set forth in the County Emergency Management Plan.
- B. Recognizing the increased demand for churches, temples, synagogues, large capacity spaces, and public-private partnership facilities to supplement assistance and recovery to victims of both declared or undeclared emergencies, and the need to work in harmony with local governments and private relief agencies, Second Harvest wishes to assist in rendering the most efficient service with a minimum of duplication to the citizens and guests of the County.

III: <u>Coordination of Effort:</u> Cooperation and coordination between the County and Second Harvest, at a time of major disaster and during the post-disaster recovery period should be maintained at efficient levels and is part of the purpose of this MOU. Second Harvest works on a voluntary basis and will make a continuing effort to acquaint its members with this MOU to assist the County in carrying out mutual responsibilities for disaster relief.

IV: Responsibilities:

A. The County will make efforts to achieve the following:

- 1. Notify Second Harvest of the potential need to assist in activities following a disaster; and
- 2. Participate in and develop training in disaster response for the members of Second Harvest; and
- Schedule periodic meetings and/or exercises to familiarize members of disaster preparedness or recovery initiatives; and
- 4. Utilize, when and as appropriate, the services of Second Harvest for disaster relief and recovery projects; and
- 5. The County is responsible for its negligent acts, to the extent permissible under section 768.28, Florida Statutes, however, nothing herein shall serve as a waiver of the County's Sovereign Immunity.
- B. Second Harvest will make efforts to achieve the following:
 - 1. Provide staff to the County at no charge during the disaster or local emergency relief and recovery periods; and
 - 2. Provide a 24-hour contact person and alternates; and
 - 3. Provide a representative to attend periodic meetings of the Voluntary Agencies Working Group; and
 - 4. Participate in exercises, drills, planning sessions, webinars and conference calls developed by the County; and
 - 5. Provide the County with an update of the facility and staffing capabilities at least annually prior to June of each year.
- C. In the event that the Parties provide disaster relief or other services to the public on the premises of any facility or property, the Parties agree to the following terms:
 - 1. No modifications or changes will be made to the facility or property without the express written approval of the owner; and
 - 2. Prior to occupancy of any such facility or property, the Parties will obtain permission of the owner to use the facility or property for the purpose of providing disaster relief or other services to the public, representatives of both Parties may inspect the facility or property, and the Parties will document the condition of the facility or property including a written description and photographs of the facility or property any pre-existing damage and/or normal wear and tear thereto; and
 - 3. The facility or property will be returned to the owner in the same condition documented prior to occupancy.

V. <u>Effective Date, Automatic Renewal, and Modification</u>: This MOU presents general, and some specific, guidelines by which the County and Second Harvest, will cooperate to aid victims at the time of disaster. In witness thereof, the parties have executed this MOU on the date

indicated. The provisions of this MOU will be effective from the date approved by the Board of County Commissioners for an initial term of three (3) years. At the end of the initial term, this MOU will automatically renew for a renewal term of one (1) year, unless earlier terminated as provided in Paragraph VI of this MOU. This MOU may be amended by written instrument executed by the Parties.

VI. <u>Termination</u>: Either Party may terminate this MOU by providing the other Party with 30 days' written notice of its intent to terminate. The MOU may be immediately and automatically terminated by the County without providing such notice, should the County reasonably believe that the spirit or intent of Chapter 252, Florida Statutes, is not being effectuated by this MOU.

In witness whereof, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

AS TO Jefferson County:

ATTEST:

BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

Kirk Reams, Clerk

APPROVED AS TO FORM:

CHRIS TUTEN, CHAIR

FORM:

Date: _____

Heather J. Encinosa, Esq., County Attorney

AS TO Second Harvest of the Big Bend:

WITNESSES:

Print Name: _____

Print Name:

SECOND HARVEST OF THE BIG BEND

By: Print Name: Monque Elknorth Title: CC

Date: 2 28 23

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AS TO Jefferson County:

ATTEST:

BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

Kirk Reams, Clerk

CHRIS TUTEN, CHAIR

APPROVED AS TO FORM:

Date:

Heather J. Encinosa, Esq., County Attorney

AS TO Second Harvest of the Big Bend:

WITNESSES:

Print Name: _____

Print Name: _____

SECOND HARVEST OF THE BIG BEND

By: Womp Print Name: Monque Elknorth Title: Cec

Date: 2 28/23