



Jefferson County Board of County Commissioners

Thursday, May 4, 2023 at 6:00 pm

REGULAR SESSION AGENDA

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

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE

2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS

a. American Legion Proclamation

Gene Hall

3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

4. CONSENT AGENDA

a. Vouchers

Attachments:

- **Accounts** (List_of_Accounts.pdf)
- **Comm, Report** (Comm_Report_5-4-23.pdf)
- **Vouchers** (List_of_Vouchers_5-4-23.pdf)

b. Meeting Minutes

c. Early Learning Coalition Support

5. GENERAL BUSINESS

a. Redistricting Presentation

Attachments:

- **Cover Letter** (JEFFERSON_KSA_Memo_Redistricting.pdf)
- **Current Districts** (JEFFERSON_Current_Districts_2_.pdf)
- **Presentation** (JEFFERSON_Spitzer_Redistricting_PPT_2023.pdf)
- **Proposal #1** (JEFFERSON_Alternative1.pdf)
- **Proposal #2** (JEFFERSON_Alternative2.pdf)

b. NGN Contract

Attachments:

- **Agreement** (Agreement_for_County_Attorney_Services.pdf)
- **Amendment** (Amendment_1.doc)
- **Contract Extension** (County_Attorney_Contract_Extension.doc)

c. Revised Travel Policy

Attachments:

- **Cover Letter** (Agenda_Item_-_Travel_Policy.doc)

- **Forms** (2023_Pre-Approval_and_Travel_Voucher_Form_rev_03.28.23.xls)
- **Policy** (Travel_Policy_v4.docx)

d. Approval of Budget Calendar 2023

e. Big Bend Transit Subrecipient Agreement

Attachments:

- **Cover Letter** (Big_Bend_Transit_Agreement.doc)
- **Grant Agreement** (Subrecipient_Agreement_-_Big_Bend_Transit_-_04_21_23_v._2.docx)
- **Jefferson Express Resolution** (jeffexprss-05072016051241.pdf)

- 6. CLERK OF COURTS**
- 7. COUNTY ENGINEER**
- 8. COUNTY ATTORNEY**
- 9. COUNTY MANAGER**
- 10. COUNTY COMMISSIONERS**
- 11. 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.

General Fund

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

Fund 11

- 4102 Road Dept

Fund 12

- 0018 CDBG

Fund 14

- 3101 Sheriff

Fund 19

- 3211 Fire Rescue

Fund 22

- 4212 Solid Waste

Fund 23

- 2911 E911

Fund 26

- 6214 Literacy

Fund 28

- 3211 EMS

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	2104	AE ENGINEERING INC	012104513310	AEENGINE	BOSTON HWY					525.00
01		AE ENGINEERING INC	012104513310	AEENGINE	BOSTON HWY					2,915.00
01		Kurt Spitzer & Associates	012104513310	KSA	REDISTRICTING SERVIC					7,000.00
01		2k webgroup	012104513310	2KWEBGRO	MONTHLY SERVICE					7,000.00
01		ECB PUBLISHING INC	012104513310	ECBPUB	BOCC MEETING					270.45
01			012104513490							83.13
					COUNT 6					
01	2332	State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO PHONE					141.30
01		State of Florida-DMS	012332516401	DEPTMGMT	A#215-8844 SAO LONG					431.70
01		CenturyLink	012332516401	LUMEN	A#91487806 SAO					544.00
01		Florida Ink Works	012332516520	FLAINKWO	TONER					
					COUNT 4					
01	2333	ARTEZIA WATER	012333516341	ARTEZIA	A#302577 PD WATER					13.00
01		CenturyLink	012333516410	LUMEN	A#91309765 PUB DEFEN					500.76
01		Verizon Wireless	012333516410	VERIZONW	A#84217903100001					72.14
					COUNT 3					
01	2780	ECB PUBLISHING INC	012780515490	ECBPUB	PUBLIC HEARING					138.10
					COUNT 1					
01	3990	JON R THOGMARTIN MD PA	013990527310	THOGMART	M WILLIS/CL ALSTON T					388.00
					COUNT 1					
01	4212	Animal Medical Clinic*	014212562310	ANIMALCL	4 DOGS EUTHANASIA					200.00
01		Animal Medical Clinic**	014212562310	ANIMALCL	4 DOGS EUTHANASIA					200.00
01		Animal Medical Clinic**	014212562310	ANIMALCL	4 DOGS EUTHANASIA					200.00
01		Monticello Milling Co.	014212562520	ANIMALCL	TKX ACO LASHLEY					136.45
			014212562520	MONTIMIL	DOG FOOD FOR KENNELS					78.00
					COUNT 5					
01	4216	Duke Energy	014216534430	DUKE	A#910085449785					167.88
					COUNT 1					
01	5222	CULLEY'S MEADOW WOOD	015222562830	CULLEYS	RITCHIE INDIGENT CRE					1,295.00
					COUNT 1					
01	6101	KAEDEN FISHER	016101572131	FISHERKA	UMPIRE PAY APRIL 202					380.00
01		Calvin Holmes	016101572131	HOLMES	UMPIRE PAY APRIL 202					600.00
01		JEREMIAH PREVATT	016101572131	PREVATTJ	UMPIRE PAY APRIL 202					400.00
01		Jeffrey Prevatt	016101572131	PREVATTJ	UMPIRE PAY APRIL 202					660.00
01		TONY STREETMAN	016101572131	STREETMA	UMPIRE PAY APRIL 202					250.00
01		KAY PARK RECREATION	016101572640	KAYPARK	BENCHES FOR REC PARK					3,598.00

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
01	6212	Duke Energy	016212571430	DUKE	A#910085449397					1,139.71
				COUNT 6						
01	6213	Amazon Business	016213571510	AMAZONBU	PACKAGING TAPE					73.93
01		Amazon Business	016213571510	AMAZONBU	OFFICE SUPPLIES					48.15
01		Amazon Business	016213571510	AMAZONBU	MAILING SUPPLIES					548.03
01		Amazon Business	016213571520	AMAZONBU	HAND SANITIZER/PUBLI					128.75
01		Amazon Business	016213571520	AMAZONBU	INSTRUMENTS/MUSIC PR					153.98
01		Amazon Business	016213571520	AMAZONBU	COMMUNITY GARDEN SUP					79.98
01		Amazon Business	016213571520	AMAZONBU	SUMMER READING SUPPL					33.98
01		Amazon Business	016213571520	AMAZONBU	COMMUNITY GARDEN SUP					234.82
01		Amazon Business	016213571520	AMAZONBU	ART ACTIVITY SUPPLIE					200.86
01		Amazon Business	016213571520	AMAZONBU	FRESH FRIDGE SUPPLIE					63.98
01		Amazon Business	016213571520	AMAZONBU	KINDLE KIT					301.95
01		Amazon Business	016213571520	AMAZONBU	RECEIPT PRINTER					477.96
01		Amazon Business	016213571525	AMAZONBU	KINDLE KIT					139.90
01		Amazon Business	016213571660	AMAZONBU	BOOK CLUB BOOKS					246.96
01		Ingram Library Services	016213571660	INGRAM	BOOKS					92.65
01		Ingram Library Services	016213571660	INGRAM	BOOKS					55.55
01		Ingram Library Services	016213571660	INGRAM	BOOKS					56.44
01		Ingram Library Services	016213571660	INGRAM	BOOKS					3,367.20
01		Ingram Library Services	016213571660	INGRAM	BOOKS					66.47
01		Ingram Library Services	016213571660	INGRAM	BOOKS					27.41
01		Ingram Library Services	016213571660	INGRAM	BOOKS					242.94
01		Ingram Library Services	016213571660	INGRAM	BOOKS					2,604.10
01		Ingram Library Services	016213571660	INGRAM	BOOKS					16.10
01		Ingram Library Services	016213571660	INGRAM	BOOKS					55.31
01		Ingram Library Services	016213571660	INGRAM	BOOKS					536.67
01		Overdrive, Inc.	016213571660	OVERDRIV	E-BOOKS					2,472.71
				COUNT 27						
01	6302	Advanced Business Systems	016302537461	ADVBUSIN	C#CT332401 JCEO					82.15
01		Advanced Business Systems	016302537461	ADVBUSIN	C#CT3321-01 JCEO					120.32
01		Carl's Small Engine LLC	016302537461	CARL'S	JOHN DEERE Z915B REP					464.49
01		Carl's Small Engine LLC	016302537461	CARL'S	SWAPPER 5150XT REPAI					50.00
01		Carl's Small Engine LLC	016302537461	CARL'S	JOHN DEERE Z960M REP					197.27
01		Jefferson Co. Road Dept.	016302537521	RDDPT	FEB 2023 JCEO FLEET					583.91
01		Carl's Small Engine LLC	016302537640	CARL'S	NEW & SHARPENED BLAD					156.80
				COUNT 7						
01	9999	BIG BEND TRANSIT. INC	019999511990	BIGBENDT	REIMB CAP PURCH JEFF					77,225.00
01		BIG BEND TRANSIT. INC	019999511990	BIGBENDT	12/22 RIDERSHIP SERV					13,325.00
01		BIG BEND TRANSIT. INC	019999511990	BIGBENDT	1/23 RIDERSHIP SERV					12,812.50
01		BIG BEND TRANSIT. INC	019999511990	BIGBENDT	2/23 RIDERSHIP SERV					12,812.50
01		BIG BEND TRANSIT. INC	019999511990	BIGBENDT	3/23 RIDERSHIP SERV					13,837.50

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
11	4102	Cintas	114102541341	CINTAS	P#19616374 UNIFORM R					107.81
11		Cintas	114102541341	CINTAS	P#19616374 UNIFORM R					99.59
11		Monticello Carquest Inc.	114102541463	MONTICARQ	WEEDEATER PARTS					241.22
11		O'Reilly Automotive, Inc.	114102541463	OREILLY	MULTI-SWITCH#999					35.41
11		ECB PUBLISHING INC	114102541463	ECBPUB	DOOR LATCH/OIL/GLOVE					446.35
11		Safety-Kleen Systems, Inc	114102541490	SAFETYKL	ROAD SIDE MOWER AD					20.00
11		GCLMONTICELLO	114102541520	GCLMONTI	WASHER SOLVENT					53.16
11			114102541530	GCLMONTI	PORTLAND CEMENT					49.05
12	0018	Royster's Storage Van	120018554300	ROYSTER	2/23 BOX#632 J DEAN					134.38
12		Royster's Storage Van	120018554300	ROYSTER	2/23 BOX#699 S HOWAR					134.38
14	3101	Jeff Cnty Sheriff's Offic	143101521930	JEFFCOSH	FY23 R008 MAY 2023 B					405.850.17
14		Jeff Cnty Sheriff's Offic	143101521933	JEFFCOSH	FDLE SALARY ASSIST F					65,250.00
18	4102	AE ENGINEERING INC	184102541631	AEENGINE	ROAD BOND PHASE 1					2,125.00
19	3211	COMCAST	193211522430	COMCAST	A#8535102080006860 I					88.15
19		Duke Energy	193211522430	DUKE	A#910085450473					470.33
19		Monticello Carquest Inc.	193211522463	MONTICARQ	DIESEL CONCENTRATE					10.89
19		Creative Stitches	193211522520	CREATIVE	UNIFORM SHIRTS					145.00
19		Capital City Pest	193211522620	CAPPEST	A#1502 WFD PEST CON					65.00
19		Jefferson Community Water	193211522620	JEFFCOMM	A#0311200 WFD					38.50
19		Jefferson Community Water	193211522620	JEFFCOMM	A#0311200 WFD					38.79
19		GCLMONTICELLO	193211522621	GCLMONTI	LVFD WATER HEATER					530.99
19		Jefferson Community Water	193211522621	JEFFCOMM	A#0403700 LVFD					38.50
19		Jefferson Community Water	193211522621	JEFFCOMM	A#0403700 LVFD					38.50
22	4212	Aucilla Area Solid Waste	224212534340	AUCTLLAA	MARCH 2023 TIPPING F					40,009.08
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 UNIFORMS					140.98
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 UNIFORMS					140.98
22		UniFirst Corporation	224212534341	UNIFIRST	C#1237569 UNIFORMS					140.98
22		Duke Energy	224212534430	DUKE	A#910085448429					250.04
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET LLOYD					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET WACISSA					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET NASH					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET TYSON					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET NEW MONTICE					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET FULFORD					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET AUCILLA					255.00

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
22	4212	Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET BASSETT					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET PINCKNEY					255.00
22		Howdys Rent A Toilet	224212534430	HOWDYS	PORTALET MAIN YARD					255.00
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059005 PINCKN					75.80
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059008 AUCILL					55.69
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059009 WACISS					17.59
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059010 FULFOR					91.65
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059011 LLOYD					171.64
22		TRI-COUNTY ELECTRIC COOPE	224212534430	TRICOUNT	A#72001059011 AUCILL					51.18
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR MAIN YARD					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR NEW MONTIC					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR NASH					949.94
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR WACISSA					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR FULFORD					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTOR AUCILLA					474.97
22		Tower Compactor Rentals	224212534441	TOWERCOM	COMPACTORS LLOYD					474.97
22		Keaton Tire Repair	224212534462	KEATONTI	MOUNT 2 TIRES G-2					949.94
22		Monticello Carquest Inc.	224212534463	MONTCARQ	REAR LAMP R1					120.00
22		Monticello Carquest Inc.	224212534463	MONTCARQ	BATTERY C-1					40.79
22		Monticello Carquest Inc.	224212534463	MONTCARQ	HEADLIGHT R-6					147.63
22		Monticello Carquest Inc.	224212534463	MONTCARQ	HYD HOSE BULK G-1					18.99
22		O'Reilly Automotive, Inc.	224212534463	OREILLY	HEADLIGHT ASSEMBLY R					62.61
22		ECB PUBLISHING INC.	224212534490	ECBPUB	EARTH DAY AD					3.59
22		Beall Tire Company	224212534520	BEALL	RECAP TIRES 315/80R2					56.00
22		Beall Tire Company	224212534520	BEALL	TIRES 11r22 5 315/80					768.30
22		Beall Tire Company	224212534520	BEALL	CREDIT TIRES					712.50
22		Beall Tire Company	224212534520	BEALL	CREDIT RIM					482.50
22		Beall Tire Company	224212534520	BEALL	CREDIT RIM					296.65
22		Beall Tire Company	224212534520	BEALL	TIRES 11r22 5					296.65
22		Beall Tire Company	224212534520	BEALL	RECAP TIRES 11r22.5					783.72
22		Pro Chem, Inc.	224212534520	PRO-CHEM	SAFETY GLOVES EMPLOY					810.00
22		First Call Truck Parts	224212534521	FIRSTCAL	BULK DEF FLEET					491.22
22		Monticello Carquest Inc.	224212534521	MONTCARQ	HYD OIL FLEET					511.52
22		GCLMONTICELLO	224212534522	GCLMONTI	SPRAY NOZZLE					434.10
22		GCLMONTICELLO	224212534522	GCLMONTI	PADLOCK					15.99
22		GCLMONTICELLO	224212534522	GCLMONTI	SPRAY NOZZLE					33.98
22		GCLMONTICELLO	224212534522	GCLMONTI	DUCT TAPE					15.99
22		GCLMONTICELLO	224212534522	GCLMONTI	HOOK & BELTS FOR G1					20.97
22		GCLMONTICELLO	224212534522	GCLMONTI						17.75
COUNT 50										
28	3211	WILLIAM THOMAS ARTHUR	283211526150	ARTHURTO	TRANSFER HCA TO SHAN					240.00
28		Aaron Baker	283211526150	BAKERA	TRANSFER SS TO COLQUI					200.00
28		Lance Blomeley	283211526150	BLOMELEY	TRANSFER SS TO COLQUI					200.00
28		Justin I. Cosper	283211526150	COSPERJU	TRANSFER HCA TO SHAN					200.00
28		EMS Management & Consult	283211526320	ENSMC	MONTHLY BILLING COLL					240.00
28		PennCredit	283211526320	PENNCRED	DEBT COLLECTIONS					6.272.02
28		COMCAST	283211526430	COMCAST	AF#835102080006860 I					765.82
28		Duke Energy & SONS	283211526430	DUKE	AF#910085450473					88.15
28		ELI ROBERTS & SONS	283211526460	ELTROB	BAY ONE DOOR REPAIR					470.32
28		Big Bend Tire	283211526462	BIGBENTI	3-2 OIL CHANGE					650.00
28		Big Bend Tire	283211526462	BIGBENTI	3-4 OIL CHANGE					160.00
28		Big Bend Tire	283211526462	BIGBENTI						160.00

FUND	DEPT	VENDOR NAME	ACCT. NO.	VENDOR NO.	TRANS Descr.	CHECK NO.	CHECK MONTH	CHECK DAY	CHECK YEAR	TRANS AMOUNT
28	3211	Big Bend Tire	283211526463	BIGBENT	3-2 4 TIRES					1,399.96
28		Creative Stitches	283211526520	CREATIVE	UNIFORM SHIRTS					145.00
28		ELI ROBERTS & SONS	283211526521	ELIROB	DIESEL					82.19
28		Jones Welding & Industria	283211526522	JONESWEL	OXYGEN					191.86
COUNT 15										
29	2781	Chamber of Commerce	292781519340	CHAMBER	FY23 03 TDC/COC CONT					4,267.50
29		Chamber of Commerce	292781519340	CHAMBER	23 RURAL CNTY DAYS R					650.69
29		Chamber of Commerce	292781519340	CHAMBER	10/22-4/23 LAWN CARE					160.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	WORKSHOP NOTICES					57.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	3/1 3/3 MEETINGS NOT					40.00
29		ECB PUBLISHING INC	292781519340	ECBPUB	3/29 3/31 MEETING NO					40.00
29		Greene Publishing, Inc.	292781519340	GREENEPU	FRONT PORCH MAG AD					375.00
29		JEFFERSON ARTS GALLERY	292781519340	JEFFARTS	BANNERS & POSTCARDS					101.83
29		kicreative, LLC	292781519340	KICREATI	HERITAGE ROADS WEB H					367.00
29		kicreative, LLC	292781519340	KICREATI	WATERMELON FEST T-SH					1,500.00
29		LIVE COMMUNICATIONS	292781519340	LIVECOMM	COMMERCIAL FLIGHT					1,400.00
29		Sinclair Broadcast Group	292781519340	SINCLAIR	OPERA HOUSE/APPEL SH					635.00
29		WFSU	292781519340	WFSU	JEFF ARTS GALLERY AD					500.00
29		WTXL	292781519340	WTXL	JEFFERSON ARTS ADS					325.00
29		WTXL	292781519340	WTXL	JEFFERSON ARTS ADS					175.00
COUNT 15										
FINAL TOTALS										
COUNT 171										

*** END OF REPORT ***

PAGE 1
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L CASH ACCOUNT-011010000				CASH-CHECKING-GEN. FUND			
Advanced Business System	05/04/2023	-	418033	03/02/2023	VR 01050423-047	C#CT3321-01 JCEO	120.32	.00
Advanced Business System	05/04/2023	-	420542	04/13/2023	VR 01050423-007	C#CT332401 JCEO	82.15	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems TOTALS							202.47	.00
AE ENGINEERING INC	05/04/2023	-	18715	12/31/2022	VR 01050423-148	BOSTON HWY	2915.00	.00
AE ENGINEERING INC	05/04/2023	-	19081	01/28/2023	VR 01050423-147	BOSTON HWY	525.00	.00
AE ENGINEERING INC	05/04/2023	-	19082	01/28/2023	VR 18050423-146	ROAD BOND PHASE 1	2125.00	.00
CHECK TO VENDOR==>VENDOR AEENGINE AE ENGINEERING INC TOTALS							5565.00	.00
Amazon Business	05/04/2023	-	JPRF33VY	03/16/2023	VR 01050423-032	PACKAGING TAPE	73.93	.00
Amazon Business	05/04/2023	-	KFKD6LDL	04/12/2023	VR 01050423-043	ART ACTIVITY SUPPLIES	200.86	.00
Amazon Business	05/04/2023	-	NKLL4NKY	03/30/2023	VR 01050423-038	MAILING SUPPLIES	548.03	.00
Amazon Business	05/04/2023	-	N6QH6VYC	04/06/2023	VR 01050423-041	SUMMER READING SUPPLIES	33.98	.00
Amazon Business	05/04/2023	-	P1X6JQXY	03/26/2023	VR 01050423-036	INSTRUMENTS/MUSIC PROGRAM	153.98	.00
Amazon Business	05/04/2023	-	RJHMFLC1	04/05/2023	VR 01050423-039	BOOK CLUB BOOKS	139.90	.00
Amazon Business	05/04/2023	-	RXWQ6N9F	03/22/2023	VR 01050423-034	KINDLE KIT	468.96	.00
Amazon Business	05/04/2023	-	R39Y69CX	03/22/2023	VR 01050423-033	OFFICE SUPPLIES	48.15	.00
Amazon Business	05/04/2023	-	WX3GLL79	04/16/2023	VR 01050423-044	FRESH FRIDGE SUPPLIES	63.98	.00
Amazon Business	05/04/2023	-	XLLK3DVT	03/29/2023	VR 01050423-037	COMMUNITY GARDEN SUPPLIES	79.98	.00
Amazon Business	05/04/2023	-	YJFFV3M	04/05/2023	VR 01050423-040	KINDLE KIT	477.96	.00
Amazon Business	05/04/2023	-	4CM74K9G	04/12/2023	VR 01050423-042	COMMUNITY GARDEN SUPPLIES	234.82	.00
Amazon Business	05/04/2023	-	6HYC911Y	03/09/2023	VR 01050423-031	HAND SANITIZER/PUBLIC PRM	129.75	.00
Amazon Business	05/04/2023	-	7VF41D1H	03/23/2023	VR 01050423-035	RECEIPT PRINTER	301.95	.00
CHECK TO VENDOR==>VENDOR AMAZONBU Amazon Business TOTALS							2956.23	.00
Animal Medical Clinic*	05/04/2023	-	356461	03/28/2023	VR 01050423-023	TKX ACO LASHLEY	136.45	.00
Animal Medical Clinic*	05/04/2023	-	356461	03/28/2023	VR 01050423-024	4 DOGS EUTHANASIA	200.00	.00
Animal Medical Clinic*	05/04/2023	-	356524	03/29/2023	VR 01050423-025	4 DOGS EUTHANASIA	200.00	.00
Animal Medical Clinic*	05/04/2023	-	357226	04/11/2023	VR 01050423-026	4 DOGS EUTHANASIA	200.00	.00
CHECK TO VENDOR==>VENDOR ANIMALCL Animal Medical Clinic* TOTALS							736.45	.00
ARTEZIA WATER	05/04/2023	-	0576310	04/20/2023	VR 01050423-010	A#302577 PD WATER	13.00	.00
CHECK TO VENDOR==>VENDOR ARTEZIA ARTEZIA WATER TOTALS							13.00	.00
WILLIAM THOMAS ARTHUR	05/04/2023	-	042423SE	04/24/2023	VR 28050423-138	TRANSFER HCA TO SHANDS	240.00	.00
CHECK TO VENDOR==>VENDOR ARTHURTO WILLIAM THOMAS ARTHUR TOTALS							240.00	.00
Aucilla Area Solid Waste	05/04/2023	-	3312023	03/31/2023	VR 22050423-100	MARCH 2023 TIPPING FEES	40009.08	.00
CHECK TO VENDOR==>VENDOR AUCILLAA Aucilla Area Solid Waste TOTALS							40009.08	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 2
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Aaron Baker	05/04/2023	-	030823SE	03/09/2023	VR 28050423-139	TRANSFR SS TO COLQUITT GA	200.00	.00
CHECK TO VENDOR==>VENDOR BAKERA Aaron Baker							TOTALS 200.00	.00
Beall Tire Company	05/04/2023	-	1115406	03/13/2023	VR 22050423-109	TIRES 11r22.5 315/80R22.5	712.50	.00
Beall Tire Company	05/04/2023	-	1115802	04/06/2023	VR 22050423-111	CREDIT RIM	-296.65	.00
Beall Tire Company	05/04/2023	-	1115803	04/06/2023	VR 22050423-112	CREDIT RIM	-296.65	.00
Beall Tire Company	05/04/2023	-	1115807	04/06/2023	VR 22050423-113	TIRES 11r22.5	783.72	.00
Beall Tire Company	05/04/2023	-	111594	04/03/2023	VR 22050423-110	CREDIT TIRES	-482.50	.00
Beall Tire Company	05/04/2023	-	1116024	04/10/2023	VR 22050423-114	RECAP TIRES 11r22.5	810.00	.00
Beall Tire Company	05/04/2023	-	1116523	04/18/2023	VR 22050423-098	RECAP TIRES 315/80R22.5x3	768.30	.00
CHECK TO VENDOR==>VENDOR BEALL Beall Tire Company							TOTALS 1998.72	.00
BIG BEND TRANSIT, INC	05/04/2023	-	23108	03/20/2023	VR 01050423-002	12/22 RIDERSHIP SERVICES	13325.00	.00
BIG BEND TRANSIT, INC	05/04/2023	-	23143	03/20/2023	VR 01050423-003	1/23 RIDERSHIP SERVICES	12812.50	.00
BIG BEND TRANSIT, INC	05/04/2023	-	23175	04/11/2023	VR 01050423-004	2/23 RIDERSHIP SERVICES	12812.50	.00
BIG BEND TRANSIT, INC	05/04/2023	-	23189	04/11/2023	VR 01050423-005	3/23 RIDERSHIP SERVICES	13837.50	.00
BIG BEND TRANSIT, INC	05/04/2023	-	23220	04/11/2023	VR 01050423-001	REIMB CAP PURCH JEFF EXP	77225.00	.00
CHECK TO VENDOR==>VENDOR BIGBENDT BIG BEND TRANSIT, INC							TOTALS 130012.50	.00
Big Bend Tire	05/04/2023	-	1604447	04/06/2023	VR 28050423-133	3-2 4 TIRES	1399.96	.00
Big Bend Tire	05/04/2023	-	1604469	04/07/2023	VR 28050423-132	3-4 OIL CHANGE	160.00	.00
Big Bend Tire	05/04/2023	-	1604549	04/12/2023	VR 28050423-131	3-2 OIL CHANGE	160.00	.00
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire							TOTALS 1719.96	.00
Lance Blomeley	05/04/2023	-	030823SE	03/09/2023	VR 28050423-140	TRANSFR SS TO COLQUITT GA	200.00	.00
CHECK TO VENDOR==>VENDOR BLOMELEY Lance Blomeley							TOTALS 200.00	.00
Capital City Pest	05/04/2023	-	12177	04/10/2023	VR 19050423-067	A#1502 WVFD PEST CONTROL	65.00	.00
CHECK TO VENDOR==>VENDOR CAPPEST Capital City Pest							TOTALS 65.00	.00
Carl's Small Engine LLC	05/04/2023	-	0018648	02/07/2023	VR 01050423-028	JOHN DEERE Z915B REPAIR	484.49	.00
Carl's Small Engine LLC	05/04/2023	-	0018653	02/13/2023	VR 01050423-030	JOHN DEERE Z960M REPAIR	197.27	.00
Carl's Small Engine LLC	05/04/2023	-	0018654	02/13/2023	VR 01050423-029	SWAPPER 5150XT REPAIR	50.00	.00
Carl's Small Engine LLC	05/04/2023	-	0018725	04/19/2023	VR 01050423-006	NEW & SHARPENED BLADES	156.80	.00
CHECK TO VENDOR==>VENDOR CARL'S Carl's Small Engine LLC							TOTALS 888.56	.00
Chamber of Commerce	05/04/2023	-	FY23Q3RQ	04/21/2023	VR 29050423-141	FY23 Q3 TDC/COC CONTRACT	4267.50	.00
Chamber of Commerce	05/04/2023	-	10220423	04/21/2023	VR 29050423-143	10/22-4/23 LAWN CARE	160.00	.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Chamber of Commerce	05/04/2023	-	23RC	04/21/2023	VR 29050423-142	23 RURAL CNTY DAYS REIMB	650.69	.00
			CHECK TO VENDOR==>VENDOR CHAMBER	Chamber of Commerce		TOTALS	5078.19	.00
COMCAST	05/04/2023	-	04236860	04/09/2023	VR 19050423-077	A#8535102080006860 INTRNT	88.15	.00
COMCAST	05/04/2023	-	04236860	04/09/2023	VR 28050423-078	A#8535102080006860 INTRNT	88.15	.00
			CHECK TO VENDOR==>VENDOR COMCAST	COMCAST		TOTALS	176.30	.00
Justin T. Cosper	05/04/2023	-	042423SE	04/24/2023	VR 28050423-137	TRANSFER HCA TO SHANDS	240.00	.00
			CHECK TO VENDOR==>VENDOR COSPERJU	Justin T. Cosper		TOTALS	240.00	.00
Creative Stitches	05/04/2023	-	7913	04/14/2023	VR 19050423-073	UNIFORM SHIRTS	145.00	.00
Creative Stitches	05/04/2023	-	7913	04/14/2023	VR 28050423-074	UNIFORM SHIRTS	145.00	.00
			CHECK TO VENDOR==>VENDOR CREATIVE	Creative Stitches		TOTALS	290.00	.00
CULLEY'S MEADOW WOOD	05/04/2023	-	2162943S	04/18/2023	VR 01050423-027	RITCHIE INDIGENT CREMATN	1295.00	.00
			CHECK TO VENDOR==>VENDOR CULLEYS	CULLEY'S MEADOW WOOD		TOTALS	1295.00	.00
State of Florida-DMS	05/04/2023	-	2U3979	04/17/2023	VR 01050423-020	A#215-8844 SAO PHONE	141.30	.00
State of Florida-DMS	05/04/2023	-	2U3980	04/17/2023	VR 01050423-021	A#215-8844 SAO LONG DIST	.27	.00
			CHECK TO VENDOR==>VENDOR DEPTMGMT	State of Florida-DMS		TOTALS	141.57	.00
Duke Energy	05/04/2023	-	0323EMS	04/14/2023	VR 28050423-075	A#910085450473	470.32	.00
Duke Energy	05/04/2023	-	0323FIRE	04/14/2023	VR 19050423-076	A#910085450473	470.33	.00
Duke Energy	05/04/2023	-	0323LBRY	04/13/2023	VR 01050423-045	A#910085449397	1139.71	.00
Duke Energy	05/04/2023	-	0323MQCT	04/14/2023	VR 01050423-049	A#910085449785	167.88	.00
Duke Energy	05/04/2023	-	0323SWMO	04/14/2023	VR 22050423-101	A#910085448429	250.04	.00
			CHECK TO VENDOR==>VENDOR DUKE	Duke Energy		TOTALS	2498.28	.00
ECB PUBLISHING INC	05/04/2023	-	26099	03/01/2023	VR 29050423-154	3/1.3/3 MEETINGS NOTICES	40.00	.00
ECB PUBLISHING INC	05/04/2023	-	26332	03/29/2023	VR 29050423-155	3/29.3/31 MEETING NOTICES	40.00	.00
ECB PUBLISHING INC	05/04/2023	-	26438	04/12/2023	VR 29050423-153	WORKSHOP NOTICES	57.00	.00
ECB PUBLISHING INC	05/04/2023	-	26491	04/21/2023	VR 22050423-093	EARTH DAY AD	56.00	.00
ECB PUBLISHING INC	05/04/2023	-	26530	04/26/2023	VR 01050423-145	BOCC MEETING	83.13	.00
ECB PUBLISHING INC	05/04/2023	-	26531	04/26/2023	VR 01050423-144	PUBLIC HEARING	138.10	.00
			CHECK TO VENDOR==>VENDOR ECBPUB	ECB PUBLISHING INC		TOTALS	414.23	.00
ELI ROBERTS & SONS	05/04/2023	-	589181	04/12/2023	VR 28050423-135	BAY ONE DOOR REPAIR	650.00	.00
ELI ROBERTS & SONS	05/04/2023	-	59443	04/10/2023	VR 28050423-134	DIESEL	82.19	.00
			CHECK TO VENDOR==>VENDOR ELIROB	ELI ROBERTS & SONS		TOTALS	732.19	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 4
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
EMS Management & Consult	05/04/2023	-	050854	03/31/2023	VR 28050423-130	MONTHLY BILLING COLLECTIO	6272.02	.00
CHECK TO VENDOR==>VENDOR EMSMC EMS Management & Consult TOTALS							6272.02	.00
First Call Truck Parts	05/04/2023	-	127966	04/21/2023	VR 22050423-096	BULK DEF FLEET	511.52	.00
CHECK TO VENDOR==>VENDOR FIRSTCAL First Call Truck Parts TOTALS							511.52	.00
KAEDEN FISHER	05/04/2023	-	0423UMP	04/25/2023	VR 01050423-014	UMPIRE PAY APRIL 2023	380.00	.00
CHECK TO VENDOR==>VENDOR FISHERKA KAEDEN FISHER TOTALS							380.00	.00
Florida Ink Works	05/04/2023	-	238718	03/30/2023	VR 01050423-022	TONER	544.00	.00
CHECK TO VENDOR==>VENDOR FLAINKWO Florida Ink Works TOTALS							544.00	.00
GCLMONTICELLO	05/04/2023	-	135424	04/04/2023	VR 22050423-089	SPRAY NOZZLE	15.99	.00
GCLMONTICELLO	05/04/2023	-	135504	04/05/2023	VR 22050423-090	PADLOCK	33.98	.00
GCLMONTICELLO	05/04/2023	-	135585	04/06/2023	VR 22050423-091	SPRAY NOZZLE	15.99	.00
GCLMONTICELLO	05/04/2023	-	135596	04/06/2023	VR 22050423-092	DUCT TAPE	20.97	.00
GCLMONTICELLO	05/04/2023	-	135717	04/08/2023	VR 19050423-066	LVFD WATER HEATER	520.99	.00
GCLMONTICELLO	05/04/2023	-	136248	04/18/2023	VR 22050423-099	HOOK & BELTS FOR G1 TARP	17.75	.00
CHECK TO VENDOR==>VENDOR GCLMONTI GCLMONTICELLO TOTALS							625.67	.00
Greene Publishing, Inc.	05/04/2023	-	30223	03/01/2023	VR 29050423-152	FRONT PORCH MAG AD	375.00	.00
CHECK TO VENDOR==>VENDOR GREENEPU Greene Publishing, Inc. TOTALS							375.00	.00
Calvin Holmes	05/04/2023	-	0423UMP	04/25/2023	VR 01050423-016	UMPIRE PAY APRIL 2023	600.00	.00
CHECK TO VENDOR==>VENDOR HOLMESC Calvin Holmes TOTALS							600.00	.00
Howdys Rent A Toilet	05/04/2023	-	677020	04/04/2023	VR 22050423-079	PORTALET LLOYD	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677021	04/04/2023	VR 22050423-080	PORTALET WACISSA	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677022	04/04/2023	VR 22050423-081	PORTALET NASH	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677023	04/04/2023	VR 22050423-082	PORTALET TYSON	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677024	04/04/2023	VR 22050423-083	PORTALET NEW MONTICELLO	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677025	04/04/2023	VR 22050423-084	PORTALET FULFORD	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677026	04/04/2023	VR 22050423-085	PORTALET AUCILLA	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677027	04/04/2023	VR 22050423-086	PORTALET BASSETT	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677028	04/04/2023	VR 22050423-087	PORTALET PINCKNEY	255.00	.00
Howdys Rent A Toilet	05/04/2023	-	677029	04/04/2023	VR 22050423-088	PORTALET MAIN YARD	255.00	.00
CHECK TO VENDOR==>VENDOR HOWDYS Howdys Rent A Toilet TOTALS							2550.00	.00
Ingram Library Services	05/04/2023	-	74590402	03/10/2023	VR 01050423-052	BOOKS	246.96	.00
Ingram Library Services	05/04/2023	-	74950403	03/10/2023	VR 01050423-053	BOOKS	92.65	.00
Ingram Library Services	05/04/2023	-	75192147	03/26/2023	VR 01050423-054	BOOKS	65.55	.00
Ingram Library Services	05/04/2023	-	75192148	03/26/2023	VR 01050423-055	BOOKS	56.44	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 5
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Ingram Library Services	05/04/2023	-	75231217	03/28/2023	VR 01050423-056	BOOKS	3367.20	.00
Ingram Library Services	05/04/2023	-	75231218	03/28/2023	VR 01050423-057	BOOKS	66.47	.00
Ingram Library Services	05/04/2023	-	75231219	03/28/2023	VR 01050423-058	BOOKS	27.41	.00
Ingram Library Services	05/04/2023	-	75404120	04/07/2023	VR 01050423-059	BOOKS	242.94	.00
Ingram Library Services	05/04/2023	-	75404121	04/07/2023	VR 01050423-060	BOOKS	2604.10	.00
Ingram Library Services	05/04/2023	-	75513929	04/14/2023	VR 01050423-062	BOOKS	55.31	.00
Ingram Library Services	05/04/2023	-	75513930	04/14/2023	VR 01050423-063	BOOKS	536.67	.00
Ingram Library Services	05/04/2023	-	75513931	04/14/2023	VR 01050423-061	BOOKS	16.10	.00
CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services TOTALS							7377.80	.00
JEFFERSON ARTS GALLERY	05/04/2023	-	GM52DBCT	01/18/2023	VR 29050423-160	BANNERS & POSTCARDS	101.83	.00
CHECK TO VENDOR==>VENDOR JEFFARTS JEFFERSON ARTS GALLERY TOTALS							101.83	.00
Jefferson Community Wate	05/04/2023	-	02231200	04/05/2023	VR 19050423-072	A#0311200 WVFD	38.79	.00
Jefferson Community Wate	05/04/2023	-	02233700	04/05/2023	VR 19050423-069	A#0403700 LVFD	38.50	.00
Jefferson Community Wate	05/04/2023	-	03231200	04/05/2023	VR 19050423-071	A#0311200 WVFD	38.50	.00
Jefferson Community Wate	05/04/2023	-	03233700	04/05/2023	VR 19050423-070	A#0403700 LVFD	38.50	.00
CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water TOTALS							154.29	.00
Jeff Cnty Sheriff's Offi	05/04/2023	-	FY23Q4SA	04/26/2023	VR 14050423-064	FDLE SALARY ASSIST FY23Q4	65250.00	.00
Jeff Cnty Sheriff's Offi	05/04/2023	-	FY23RQ08	04/25/2023	VR 14050423-065	FY23 RQ08 MAY 2023 BUDGET	405850.17	.00
CHECK TO VENDOR==>VENDOR JEFFCOSH Jeff Cnty Sheriff's Offic TOTALS							471100.17	.00
Jones Welding & Industri	05/04/2023	-	VM45703	04/01/2023	VR 28050423-129	OXYGEN	191.86	.00
CHECK TO VENDOR==>VENDOR JONESWEL Jones Welding & Industria TOTALS							191.86	.00
KAY PARK RECREATION	05/04/2023	-	198230	03/10/2023	VR 01050423-008	BENCHES FOR REC PARK	3998.00	.00
CHECK TO VENDOR==>VENDOR KAYPARK KAY PARK RECREATION TOTALS							3998.00	.00
Keaton Tire Repair	05/04/2023	-	86226	04/06/2023	VR 22050423-128	MOUNT 2 TIRES G-2	120.00	.00
CHECK TO VENDOR==>VENDOR KEATONTI Keaton Tire Repair TOTALS							120.00	.00
Kurt Spitzer & Associate	05/04/2023	-	1	03/20/2023	VR 01050423-149	REDISTRICTING SERVICES	7000.00	.00
Kurt Spitzer & Associate	05/04/2023	-	2	04/21/2023	VR 01050423-150	REDISTRICTING SERVICES	7000.00	.00
CHECK TO VENDOR==>VENDOR KSA Kurt Spitzer & Associates TOTALS							14000.00	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 6
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
ktcreative, LLC	05/04/2023	-	3986	04/04/2023	VR 29050423-157	WATERMELON FEST T-SHIRTS	1500.00	.00	
ktcreative, LLC	05/04/2023	-	3996	04/04/2023	VR 29050423-156	HERITAGE ROADS WEB HOST	367.00	.00	
CHECK TO VENDOR==>VENDOR KTCREATI ktcreative, LLC							TOTALS	1867.00	.00
LIVE COMMUNICATIONS	05/04/2023	-	982	03/13/2023	VR 29050423-158	COMMERCIAL FLIGHT	400.00	.00	
CHECK TO VENDOR==>VENDOR LIVECOMM LIVE COMMUNICATIONS							TOTALS	400.00	.00
CenturyLink	05/04/2023	-	32856871	03/16/2023	VR 01050423-019 A#91487806	SAO	431.70	.00	
CenturyLink	05/04/2023	-	36674763	04/16/2023	VR 01050423-011 A#91309765	PUB DEFEND	500.76	.00	
CHECK TO VENDOR==>VENDOR LUMEN CenturyLink							TOTALS	932.46	.00
Monticello Carquest Inc.	05/04/2023	-	38275720	04/04/2023	VR 22050423-115	HYD OIL FLEET	434.10	.00	
Monticello Carquest Inc.	05/04/2023	-	38275722	04/04/2023	VR 22050423-116	BATTERY C-1	147.63	.00	
Monticello Carquest Inc.	05/04/2023	-	38275733	04/04/2023	VR 22050423-117	HEADLIGHT R-6	18.99	.00	
Monticello Carquest Inc.	05/04/2023	-	38276138	04/10/2023	VR 22050423-118	HYD HOSE BULK G-1	62.61	.00	
Monticello Carquest Inc.	05/04/2023	-	38276142	04/10/2023	VR 19050423-068	DIESEL CONCENTRATE	10.89	.00	
Monticello Carquest Inc.	05/04/2023	-	38276742	04/19/2023	VR 22050423-095	REAR LAMP R1	40.79	.00	
CHECK TO VENDOR==>VENDOR MONTCARQ Monticello Carquest Inc.							TOTALS	715.01	.00
Monticello Milling Co.	05/04/2023	-	13793	04/20/2023	VR 01050423-013	DOG FOOD FOR KENNELS	78.00	.00	
CHECK TO VENDOR==>VENDOR MONTIMIL Monticello Milling Co.							TOTALS	78.00	.00
O'Reilly Automotive, Inc	05/04/2023	-	75159965	04/04/2023	VR 22050423-102	HEADLIGHT ASSEMBLY R6	3.59	.00	
CHECK TO VENDOR==>VENDOR OREILLY O'Reilly Automotive, Inc.							TOTALS	3.59	.00
Overdrive, Inc.	05/04/2023	-	23124880	04/19/2023	VR 01050423-046	E-BOOKS	2472.71	.00	
CHECK TO VENDOR==>VENDOR OVERDRIV Overdrive, Inc.							TOTALS	2472.71	.00
PennCredit	05/04/2023	-	139366	04/13/2023	VR 28050423-136	DEBT COLLECTIONS	765.82	.00	
CHECK TO VENDOR==>VENDOR PENNCRED PennCredit							TOTALS	765.82	.00
JEREMIAH PREVATT	05/04/2023	-	0423UMP	04/25/2023	VR 01050423-017	UMPIRE PAY APRIL 2023	400.00	.00	
CHECK TO VENDOR==>VENDOR PREVATT JEREMIAH PREVATT							TOTALS	400.00	.00
Jeffrey Prevatt	05/04/2023	-	0423UMP	04/25/2023	VR 01050423-018	UMPIRE PAY APRIL 2023	660.00	.00	
CHECK TO VENDOR==>VENDOR PREVATTJ Jeffrey Prevatt							TOTALS	660.00	.00
Pro Chem, Inc.	05/04/2023	-	143059	04/18/2023	VR 22050423-097	SAFETY GLOVES EMPLOYEES	491.22	.00	

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 7
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CHECK TO VENDOR==>VENDOR PRO-CHEM Pro Chem, Inc.							TOTALS	491.22 .00
Jefferson Co. Road Dept.	05/04/2023	-	0223JCEO	03/01/2023	VR 01050423-048	FEB 2023 JCEO FLEET FUEL	583.91	.00
CHECK TO VENDOR==>VENDOR RDDEPT Jefferson Co. Road Dept.							TOTALS	583.91 .00
Royster's Storage Van	05/04/2023	-	37121	04/06/2023	VR 12050423-050	2/23 BOX#632 J DEAN	134.38	.00
Royster's Storage Van	05/04/2023	-	37122	04/06/2023	VR 12050423-051	2/23 BOX#699 S HOWARD	134.38	.00
CHECK TO VENDOR==>VENDOR ROYSTER Royster's Storage Van							TOTALS	268.76 .00
Sinclair Broadcast Group	05/04/2023	-	020123	04/01/2023	VR 29050423-163	OPERA HOUSE/APPEL SHOP AD	635.00	.00
CHECK TO VENDOR==>VENDOR SINCLAIR Sinclair Broadcast Group							TOTALS	635.00 .00
TONY STREETMAN	05/04/2023	-	0423UMP	04/25/2023	VR 01050423-015	UMPIRE PAY APRIL 2023	250.00	.00
CHECK TO VENDOR==>VENDOR STREETMA TONY STREETMAN							TOTALS	250.00 .00
JON R THOGMARTIN MD PA	05/04/2023	-	13151	04/10/2023	VR 01050423-009	M WILLIS/CL ALSTON TOX	388.00	.00
CHECK TO VENDOR==>VENDOR THOGMART JON R THOGMARTIN MD PA							TOTALS	388.00 .00
Tower Compactor Rentals	05/04/2023	-	2308982	04/14/2023	VR 22050423-119	COMPACTOR MAIN YARD	474.97	.00
Tower Compactor Rentals	05/04/2023	-	2308983	04/14/2023	VR 22050423-120	COMPACTOR NEW MONTICELLO	474.97	.00
Tower Compactor Rentals	05/04/2023	-	2308984	04/14/2023	VR 22050423-121	COMPACTOR NASH	949.94	.00
Tower Compactor Rentals	05/04/2023	-	2308999	04/14/2023	VR 22050423-122	COMPACTOR WACISSA	474.97	.00
Tower Compactor Rentals	05/04/2023	-	2309011	04/14/2023	VR 22050423-123	COMPACTOR FULFORD	474.97	.00
Tower Compactor Rentals	05/04/2023	-	2309012	04/14/2023	VR 22050423-124	COMPACTOR AUCILLA	474.97	.00
Tower Compactor Rentals	05/04/2023	-	2309017	04/14/2023	VR 22050423-125	COMPACTORS LLOYD	949.94	.00
CHECK TO VENDOR==>VENDOR TOWERCOM Tower Compactor Rentals							TOTALS	4274.73 .00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239005	04/20/2023	VR 22050423-103	A#72001059005 PINCKNEY	75.80	.00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239008	04/20/2023	VR 22050423-104	A#72001059008 AUCILLA	55.69	.00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239009	04/20/2023	VR 22050423-105	A#72001059009 WACISSA	117.59	.00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239010	04/20/2023	VR 22050423-106	A#72001059010 FULFORD	91.65	.00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239011	04/20/2023	VR 22050423-107	A#72001059011 LLOYD	171.64	.00
TRI-COUNTY ELECTRIC COOP	05/04/2023	-	04239013	04/20/2023	VR 22050423-108	A#72001059011 AUCILLA 2	51.18	.00
CHECK TO VENDOR==>VENDOR TRICOUNT TRI-COUNTY ELECTRIC COOPE							TOTALS	563.55 .00
UniFirst Corporation	05/04/2023	-	50025982	04/06/2023	VR 22050423-126	C#1237569 UNIFORMS	140.98	.00
UniFirst Corporation	05/04/2023	-	50026341	04/13/2023	VR 22050423-127	C#1237569 UNIFORMS	140.98	.00
UniFirst Corporation	05/04/2023	-	50026727	04/20/2023	VR 22050423-094	C#1237569 UNIFORMS	140.98	.00
CHECK TO VENDOR==>VENDOR UNIFIRST UniFirst Corporation							TOTALS	422.94 .00
Verizon Wireless	05/04/2023	-	30911155	03/23/2023	VR 01050423-012	A#84217903100001	72.14	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 8
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
						CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless	TOTALS 72.14	.00
WFSU	05/04/2023	-	0311073	03/01/2023	VR 29050423-159	JEFF ARTS GALLERY ADS	500.00	.00
						CHECK TO VENDOR==>VENDOR WFSU WFSU	TOTALS 500.00	.00
WTXL	05/04/2023	-	11265901	02/26/2023	VR 29050423-161	JEFFERSON ARTS ADS	325.00	.00
WTXL	05/04/2023	-	11265902	03/26/2023	VR 29050423-162	JEFFERSON ARTS ADS	175.00	.00
						CHECK TO VENDOR==>VENDOR WTXL WTXL	TOTALS 500.00	.00
2k webgroup	05/04/2023	-	10935	04/01/2023	VR 01050423-151	MONTHLY SERVICE	270.45	.00
						CHECK TO VENDOR==>VENDOR 2KWEBGRO 2k webgroup	TOTALS 270.45	.00
						CASH ACCOUNT # 011010000	TOTALS 722090.18	.00
						BANK ACCOUNT # 0101001611	TOTALS 722090.18 ✓	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 9
TIME 14:54:48
USER NIKKI

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008		G/L CASH ACCOUNT-111010000				CASH-CHECKING-CO TRANS		
Cintas	05/04/2023	-	52051472	04/11/2023	VR 11050423-007	P#19616374 UNIFORM RENTAL	107.81	.00
Cintas	05/04/2023	-	52758235	04/18/2023	VR 11050423-008	P#19616374 UNIFORM RENTAL	99.59	.00
		CHECK TO VENDOR==>VENDOR CINTAS	Cintas			TOTALS	207.40	.00
ECB PUBLISHING INC	05/04/2023	-	26435	04/12/2023	VR 11050423-003	ROAD SIDE MOWER AD	20.00	.00
		CHECK TO VENDOR==>VENDOR ECBPUB	ECB PUBLISHING INC			TOTALS	20.00	.00
GCLMONTICELLO	05/04/2023	-	135760	04/10/2023	VR 11050423-002	PORTLAND CEMENT	49.05	.00
		CHECK TO VENDOR==>VENDOR GCLMONTI	GCLMONTICELLO			TOTALS	49.05	.00
Monticello Carquest Inc.	05/04/2023	-	38276358	04/13/2023	VR 11050423-004	WEEDEATER PARTS	241.22	.00
		CHECK TO VENDOR==>VENDOR MONTCARQ	Monticello Carquest Inc.			TOTALS	241.22	.00
O'Reilly Automotive, Inc	05/04/2023	-	75158214	03/22/2023	VR 11050423-006	DOOR LATCH/OIL/GLOVES	446.35	.00
O'Reilly Automotive, Inc	05/04/2023	-	75161098	04/13/2023	VR 11050423-005	MULTI-SWITCH#999	35.41	.00
		CHECK TO VENDOR==>VENDOR OREILLY	O'Reilly Automotive, Inc.			TOTALS	481.76	.00
Safety-Kleen Systems, In	05/04/2023	-	16567870	04/06/2023	VR 11050423-001	WASHER SOLVENT	53.16	.00
		CHECK TO VENDOR==>VENDOR SAFETYKL	Safety-Kleen Systems, Inc			TOTALS	53.16	.00
		CASH ACCOUNT # 111010000				TOTALS	1052.59	.00
		BANK ACCOUNT # 0101006511				TOTALS	1052.59 ✓	.00
						FINAL REPORT TOTALS	723142.77 ✓	.00

REPORT DATE 04/28/2023
SYSTEM DATE 04/28/2023
FILES ID B

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

PAGE 10
TIME 14:54:48
USER NIKKI

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

SELECT CRITERIA: DUE DATE 05/04/2023 TO 05/04/2023
VENDOR
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CASH CODE 01001 08008

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END OF REPORT



MEMORANDUM

TO: Honorable Members of the Board of County Commissioners
Jefferson County, Florida

FROM: Kurt Spitzer

DATE: April 26, 2023

RE: Redistricting Commission Districts

The purpose of this Memorandum is to update the County Commission on the status of our work to revise the Commission districts based on 2020 Census data.

Redistricting Criteria

Legislative districts (whether those of the Legislature, or a county, city or school district) are required to be as nearly equal in population as practicable or possible. Redistricting is the process by which differences in the population of districts are equalized by adjusting district boundaries, and furthers the principle of “one person, one vote.”

The overall objective of a redistricting process should be to adjust the district boundaries so that district populations are nearly equal to one-another, the plans not dilute minority voting strength, and result in district shapes that are relatively compact and are easily understood by the electorate.

There are several criteria commonly used in the redistricting process. They are considered in total and balanced with each other; however, the dominant criterion is population using the most recent data from the U.S. Bureau of the Census.

1. Equal in population. A primary objective is to have the population of individual districts be as nearly equal to one another as is possible or practicable. “Population” refers to residents, not registered voters. “Nearly equal” means that the population of individual districts should be as close to the average or “ideal” size as is possible.

Generally, a goal of having districts that are not more than three percent (3%) over or under the average or ideal district population is a reasonable objective to pursue. Further, districting plans where the difference between the largest and smallest district is greater than 10 percentage points (e.g., the largest district is 7% over the ideal and the smallest is 6% under, or 13 points) raises a “red flag” in the courts.

Within the confines of generally accepted redistricting criteria, accounting for future population growth over the next decennial period may be considered. In other words, one may decide to under-populate a district that is projected to be a high growth area over the next several years, based on sound demographic principles.

As you know, the general trend in redistricting practice and case law in Florida local governments with single-member districting plans is to not include or “count” the population of persons incarcerated in state or federal prisons located within the jurisdiction. Prison population has not been counted in the Jefferson County redistricting process.

2. Avoid diluting minority voting strength. If there is a location where a considerable number of minority residents reside, their ability to vote as a block should not be diluted by either dividing that population into two or more districts (termed “cracking”) or, if there is a significant minority population in two districts, moving that population into a single district (termed “packing”).
3. Use census block data. Data from the U.S. Bureau of the Census is updated every 10 years by surveying the population of the United States. Census data is presumed to be correct. The smallest unit within which that information is tabulated and made available are census “blocks.”
4. Keep compact and contiguous. Districts should be relatively compact and contiguous. Unusual, “bizarre” or serpentine district shapes that are created without furthering a valid underlying public policy purpose must be avoided. “Contiguity” may be achieved by crossing a waterbody.
5. Follow significant natural and man-made boundaries. District boundaries should follow easily recognized or understood boundaries, like major roads, waterbodies or parklands.
6. Recognize existing district boundaries. The boundaries of the updated districts may seek to retain their existing district’s shape and boundaries to the extent possible.
7. Avoid splitting communities of interest. District boundaries should seek to avoid splitting communities that have similar interests (e.g., neighborhoods or cities) where possible.

Existing Districts Map

The first step in the redistricting process is to determine if there is a need to adjust district boundaries because of a significant imbalance between district populations. This is accomplished by “layering” or applying the 2020 census block data to the district boundaries as they currently exist, and then tabulating the underlying data.

A copy of the Existing Districts Maps with 2020 data is attached, as is a table of statistical information for the existing district boundaries. Using the existing district boundaries and 2020 Census block data indicates that adjustments to district boundaries are necessary as the difference or spread between the largest and smallest district is over 12 percentage points and beyond the generally acceptable tolerance of 10 points.

Draft Examples of Alternative Maps

Differences in population between one district and another are equalized by adjusting the boundaries of the two districts, while following the common redistricting criteria (described above) to the extent possible.

Two preliminary alternative plans are attached for your review and comment. A separate table of detailed statistics for each of the draft plans is also attached. The plans are simply examples of alternatives that you may consider. Both plans have acceptable tolerances between the largest and smallest district and maintain the status of the minority access districts.

We hope that you will give us feedback on which alternative is preferred (including any suggested revisions thereto) during your meeting next month.

We appreciate the opportunity to work with the County Commission once again. Please feel free to contact me should you have any questions.

Attachments

Jefferson County

Current Districts

Current Districts 12.5 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,596	(140)	-5.11%	1,814	69.9%	613	23.6%	169	6.5%	141	5.4%
Voting Age Population		2,187			1,586	72.5%	481	22.0%	120	5.5%	95	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
Voting Age Population		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,938	202	7.39%	1,622	55.2%	1,079	36.7%	237	8.1%	167	5.7%
Voting Age Population		2,369			1,353	57.1%	834	35.2%	182	7.7%	121	5.1%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
Voting Age Population		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,646	(90)	-3.28%	1,825	69.0%	669	25.3%	152	5.7%	99	3.7%
Voting Age Population		2,140			1,513	70.7%	510	23.8%	117	5.5%	69	3.2%
Totals	13,679	13,679			8,567		4,267		845		580	
Voting Age Population		11,231				7,287	3,309	635				406

**Jefferson County
Redistricting Alternatives**

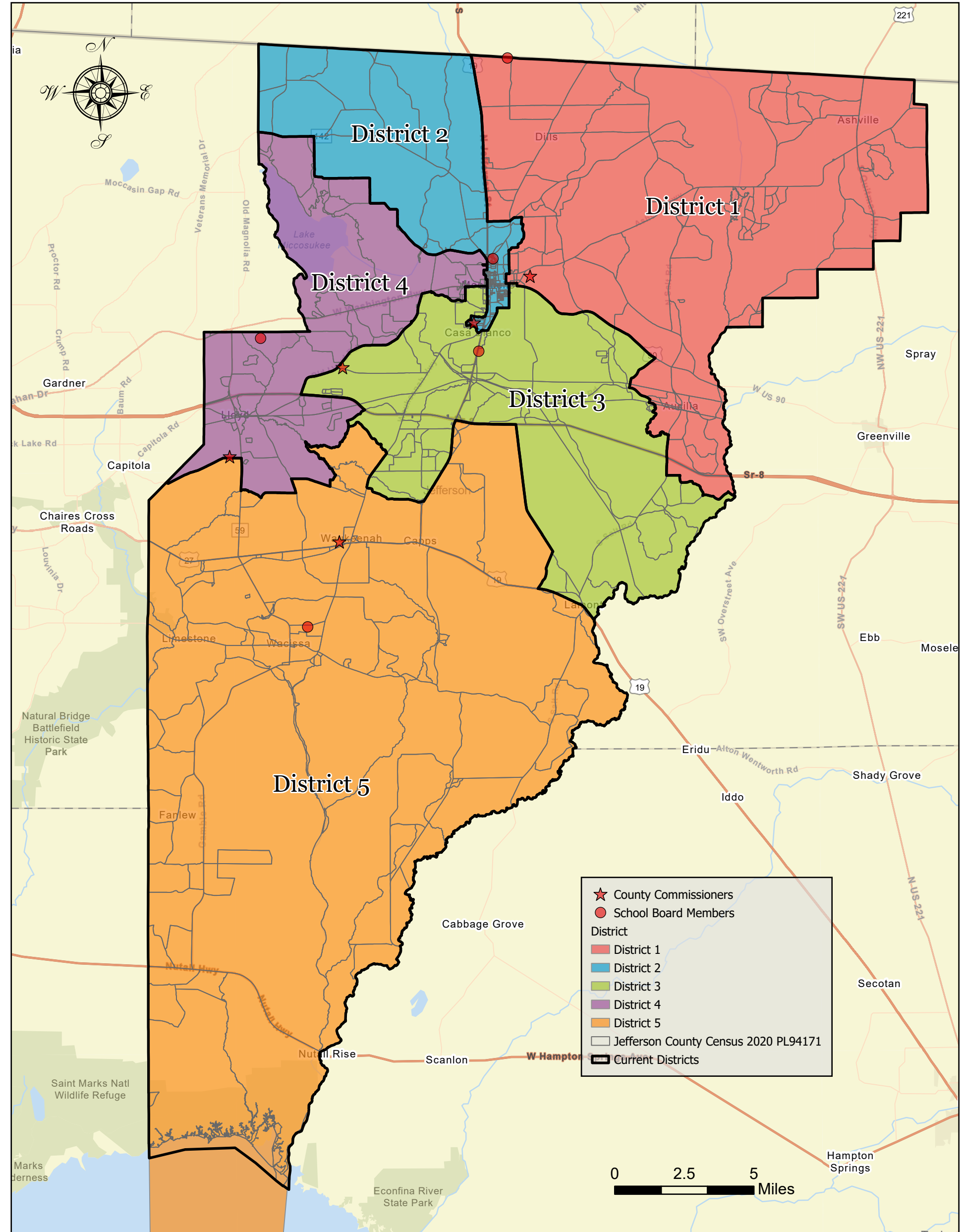
Alternative 15.45 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,656	(80)	-2.92%	1,840	69.3%	643	24.2%	173	6.5%	143	5.4%
Voting Age Population		2,234			1,608	72.0%	504	22.6%	122	5.5%	96	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
Voting Age Population		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,805	69	2.53%	1,543	55.0%	1,032	36.8%	230	8.2%	161	5.7%
Voting Age Population		2,257			1,285	56.9%	794	35.2%	178	7.9%	117	5.2%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
Voting Age Population		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,719	(17)	-0.61%	1,878	69.1%	686	25.2%	155	5.7%	103	3.8%
Voting Age Population		2,205			1,559	70.7%	527	23.9%	119	5.4%	72	3.3%
Totals	13,679	13,679			8,567		4,267		845		580	
Voting Age Population		11,231	7,287				3,309		635		406	

Alternative 2												
4.79 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,656	(80)	-2.92%	1,840	69.3%	643	24.2%	173	6.5%	143	5.4%
Voting Age Population		2,234			1,608	72.0%	504	22.6%	122	5.5%	96	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
Voting Age Population		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,762	26	0.96%	1,551	56.2%	981	35.5%	230	8.3%	165	6.0%
Voting Age Population		2,217			1,293	58.3%	747	33.7%	177	8.0%	120	5.4%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
Voting Age Population		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,762	26	0.96%	1,870	67.7%	737	26.7%	155	5.6%	99	3.6%
Voting Age Population		2,245			1,551	69.1%	574	25.6%	120	5.3%	69	3.1%
Totals	13,679	13,679			8,567		4,267		845		580	
Voting Age Population		11,231			7,287		3,309		635		406	



Current County Commission Districts

2020 Redistricting Data



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,735.80	2596	-139.80	-5.1%	1814	70%	613	24%	169	7%	141	5%
District 2	2,735.80	2712	-23.80	-0.9%	1193	44%	1365	50%	154	6%	84	3%
District 3	2,735.80	2938	202.20	7.4%	1622	55%	1079	37%	237	8%	167	6%
District 4	2,735.80	2787	51.20	1.9%	2113	76%	541	19%	133	5%	89	3%
District 5	2,735.80	2646	-89.80	-3.3%	1825	69%	669	25%	152	6%	99	4%
Totals	13679	13679	0	0	8567	-	4267	-	845	-	580	-

Redistricting Jefferson County



www.KSAnet.net

What and How

Redistricting is the process by which the legislative body equalizes differences in the population of districts by making adjustments to district boundaries.

Redistricting \neq Reapportionment

Why?

Examination of the need to redistrict after each decennial census is required by Florida Constitution and Chapters 124 and 1001, FS

Furtheres the principal of “one person, one vote”

- 14th Amendment (1868)
- 15th Amendment (1870)
- Voting Rights Act (1965)

General Guidelines for Redistricting

General Guidelines

- **Equal (almost) in population**
- Don't dilute minority voting strength
- Follow census blocks
- Follow significant boundaries
- Must be contiguous
- Should be compact
- Should preserve communities of interest
- May consider existing boundaries
- May consider future growth

General Guidelines - Population

As equal in population as “possible” or “practicable”

- Examine *need to adjust* after each decennial census released
- *May adjust* boundaries during any odd-numbered year

General Guidelines - Population

As equal in population as “possible” or “practicable”

Article VIII, section 1(e)

After each decennial census the board of county commissioners **shall divide** the county into districts of contiguous territory as **nearly equal** in population as practicable.

General Guidelines - Population

As equal in population as “possible” or “practicable”

Chapter 124, FS:

(3) The board of county commissioners shall from time to time, fix the boundaries of the above districts so as to keep them as **nearly equal in proportion to population as possible**; provided, that changes made in the boundaries of county commissioner districts pursuant to this section shall be made **only in odd-numbered years**.

General Guidelines - Population

As equal in population as “possible” or “practicable”

Chapter 1001.36, FS:

(1) For the purpose of electing district school board members, each district shall be divided into at least five district school board member residence areas, which shall be numbered one to five, inclusive, and which shall, **as nearly as practicable, be equal in population.**

* As equal in population as “possible” or “practicable”

Absolute population equality is impossible.

- ✓ Minimize the deviation from the mean - less than 3% over/under ideal is good goal

Population \neq Registered Voters

Two districts with population differences over 10 percentage points raises red flag

* As equal in population as “possible” or “practicable”

Two districts with population differences ≥ 10 percentage points raises red flag

District #	Average Population	Actual Population	Actual Deviation	Percent Deviation
1	2,952	3,108	156	5.28%
2	2,952	2,741	(211)	-7.15%
3	2,952	3,066	114	3.85%
4	2,952	3,113	161	5.45%
5	2,952	2,733	(219)	-7.42%



Deviation =
12.87 points

* As equal in population as “possible” or “practicable”

Examples of possible exceptions to 10-point rule (with well-documented record and in concert with other criteria)

- ✓ To help create minority influence or majority district
- ✓ To under populate high growth area of county

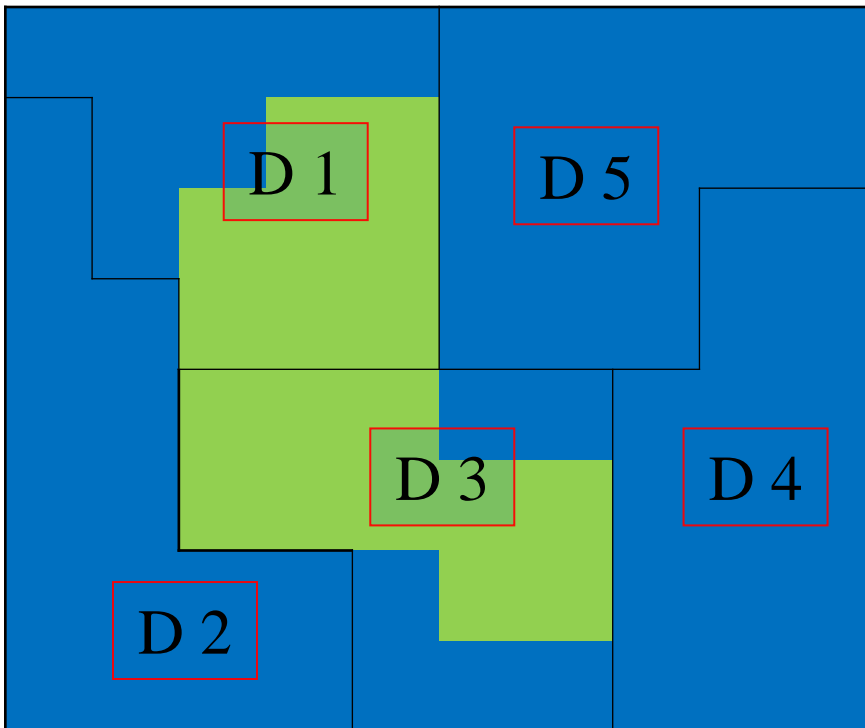
Don't Dilute Minority Voting Strength

Packing – locating most of minority population into one district so as to dilute influence in other districts

Cracking – splitting minority population into two or more districts so as to dilute influence in all districts

Don't Dilute Minority Voting Strength

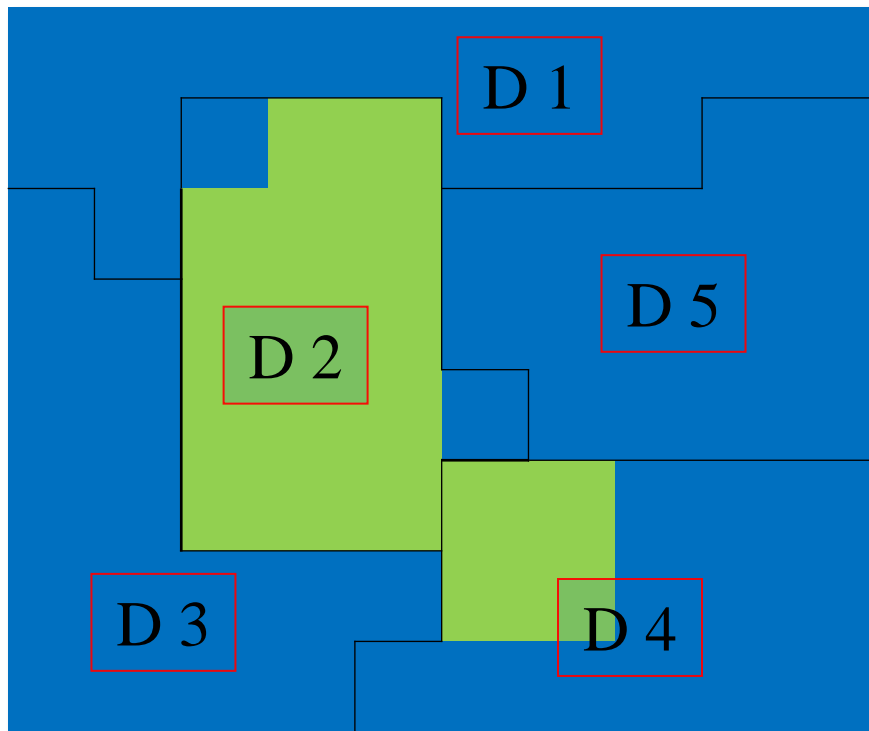
Sunshine County population is 22.5% Green and 77.5% Blue. Below shows a relatively even distribution of blue and green electorate into five districts.



District	Blue %	Green %
1	50	50
2	100	0
3	40	60
4	100	0
5	100	0

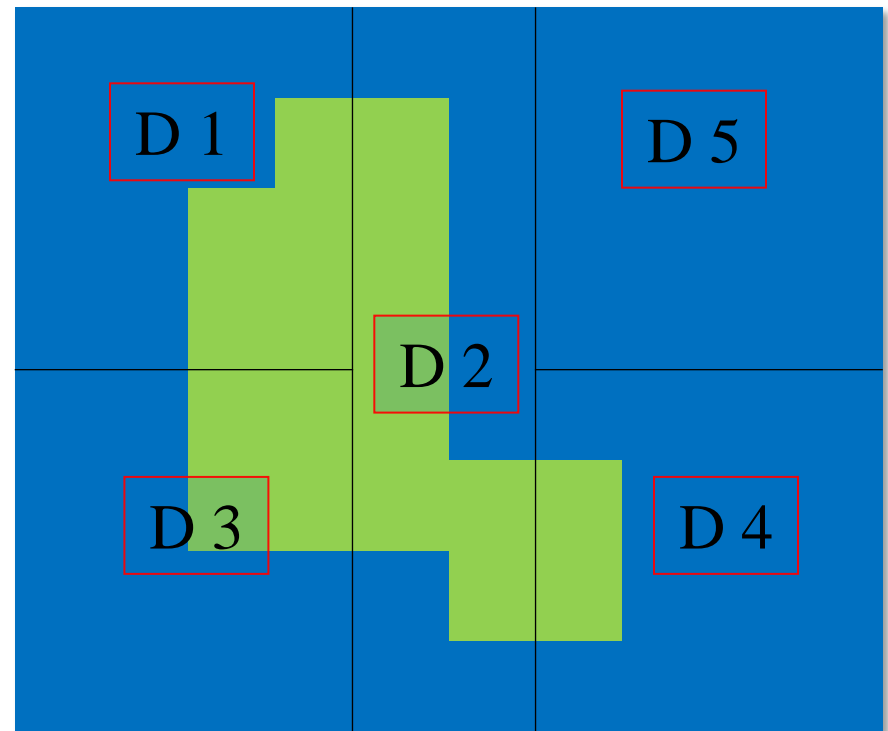
Don't Dilute Minority Voting Strength

Packing: 4 blue, 1 green



Green electorate concentrated
in one district

Cracking: 4 blue, 1 green influence



Green electorate split among
four districts

Use Census Blocks

Readily available

Smallest unit of “building blocks”

Data presumed to be correct

Total population v. 18+ years

May be altered or supplemented with other sources of data but must document valid reasons why and how

Follow Significant Boundaries

Follow major natural or man-made boundaries – waterbodies, arterial roads, etc.

- ✓ Easier to understand
- ✓ Usually less disruptive to precincts
- ✓ Coterminous with census blocks

Follow existing district boundaries when possible

- ✓ Easier to understand
- ✓ Recognizes will of voters

Other Criteria...

Individual districts must be contiguous

- ✓ Contiguity may be maintained via waterbody

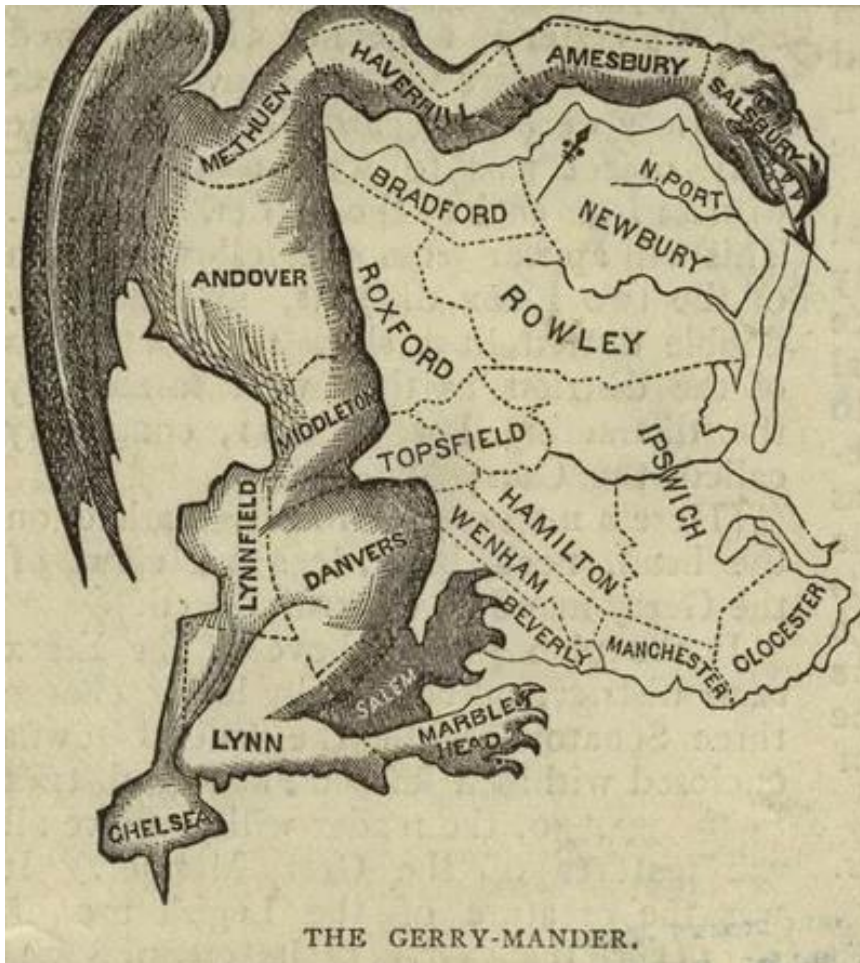
Attempt to keep communities of interest together

- ✓ Cities, neighborhoods

Don't draw incumbents out of their district

Avoid districts with "bizarre" shapes

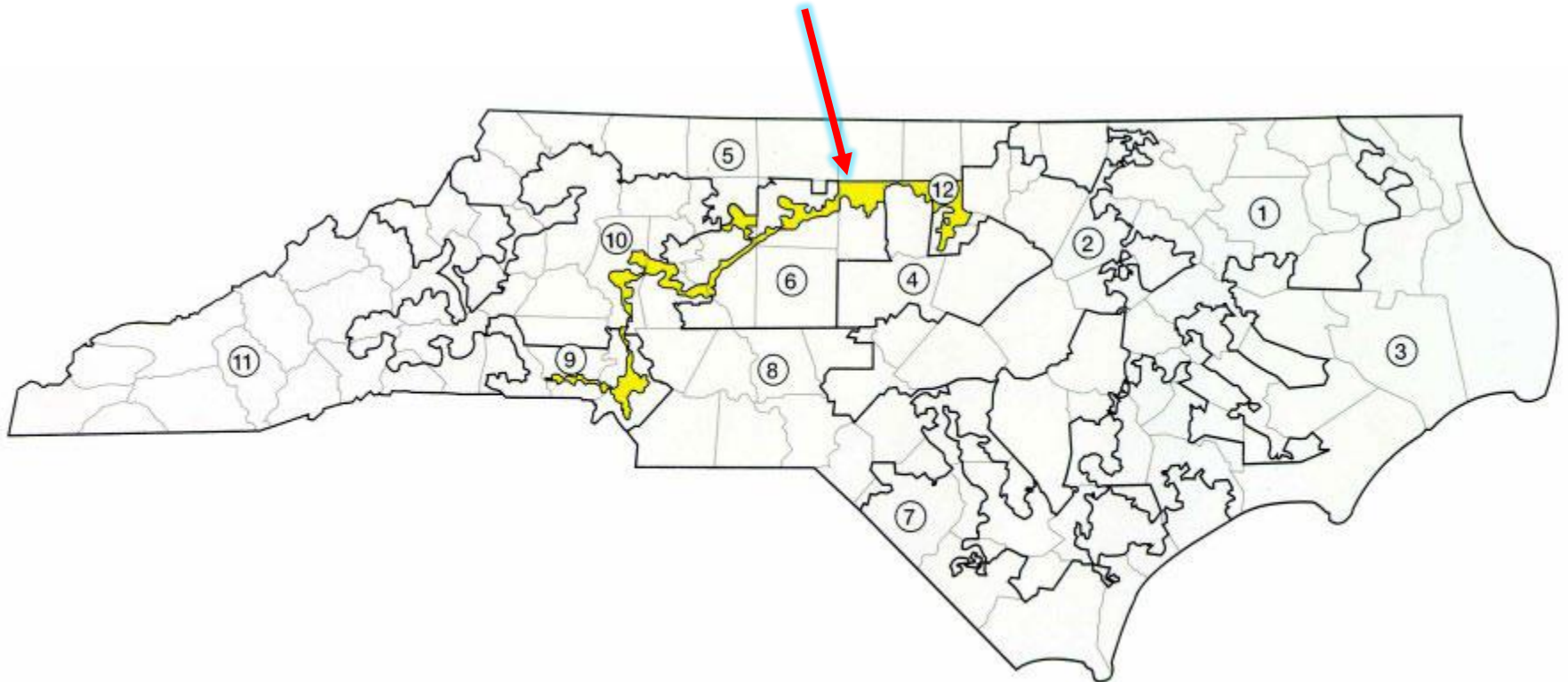
Gerrymandering



Gov. Elbridge Gerry

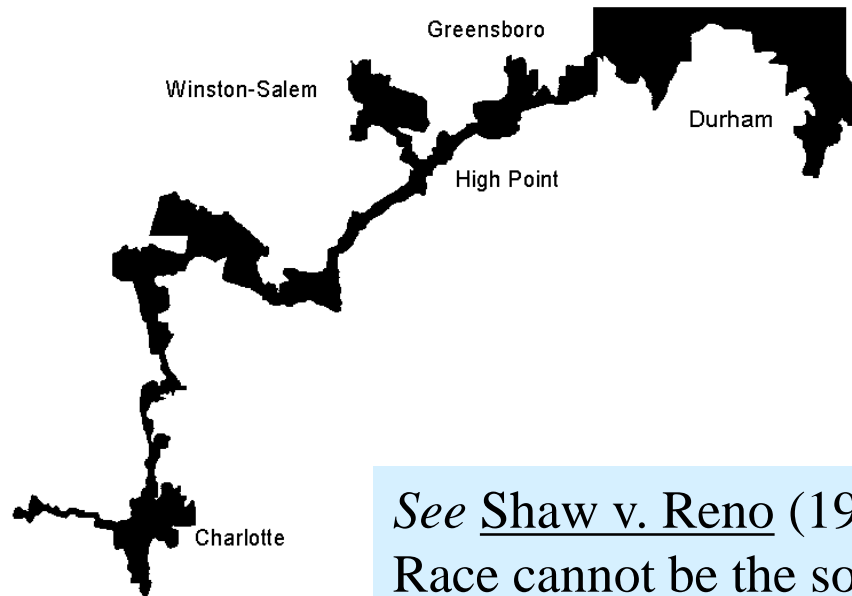
- ✓ 9th Governor of Massachusetts
- ✓ 5th Vice President of US

North Carolina Congressional District 12



North Carolina

Congressional District 12



See Shaw v. Reno (1993).
Race cannot be the sole or
predominant factor when
redistricting.

General Guidelines

- **Equal (almost) in population**
- Don't dilute minority voting strength
- Follow census blocks
- Follow significant boundaries
- Must be contiguous
- Should be compact
- Should preserve communities of interest
- May consider existing boundaries
- May consider future growth

General Guidelines

- It is impossible for any redistricting plan to attain 100% compliance with every criteria
- Individual criteria are *balanced in concert with each other* with population being the dominant criteria

General Guidelines

Use Common Sense!

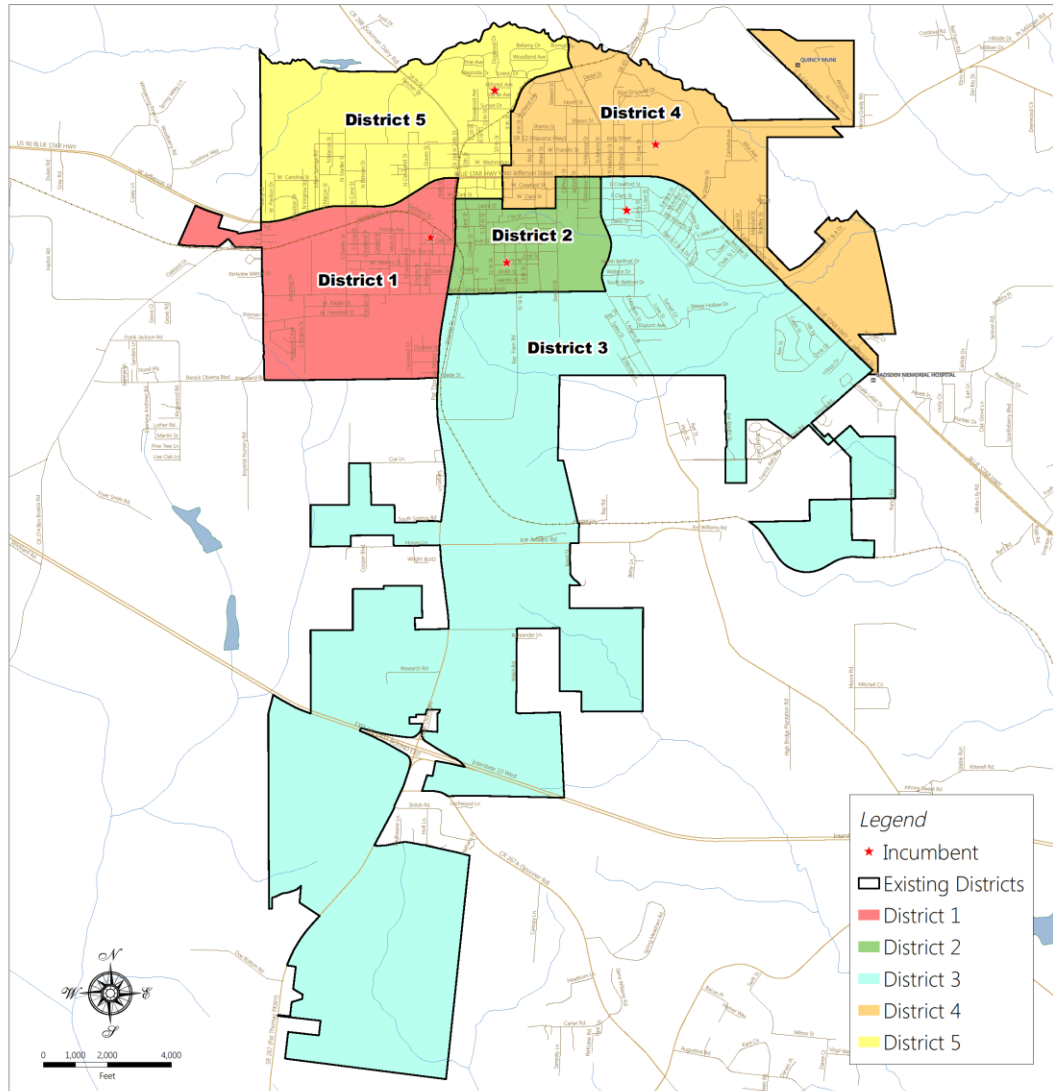
Comparison of Plans (Total Population)											Pop. for proposed districts				
	Remains in same district					New in district					Formula Table				
	Total	White	Black	Others	%	Total	White	Black	Others	%	Total	White	Black	Others	% Dev.
Plan 5															
Dist 1	34,140	28,003	4,589	1,548	71.8%	13,439	11,615	1,263	561	28.2%	47,579	39,618	5,852	2,109	-0.65%
Dist 2	34,764	25,250	7,889	1,625	72.3%	13,312	9,945	2,793	574	27.7%	48,076	35,195	10,682	2,199	0.39%
Dist 3	22,354	3,607	17,919	828	46.9%	25,300	12,424	11,695	1,181	53.1%	47,654	16,031	29,614	2,009	-0.49%
Dist 4	38,190	30,090	6,626	1,474	79.2%	10,010	7,073	2,453	484	20.8%	48,200	37,163	9,079	1,958	0.65%
Dist 5	21,749	13,848	6,476	2,425	47.5%	26,194	17,038	8,001	1,155	54.6%	47,943	30,886	14,477	2,580	0.11%
	151,197	100,798	43,499	7,900	63.6%	88,255	58,095	26,205	2,955	36.9%	239,452	158,893	69,704	10,855	1.3 pts
Plan 1															
Dist 1	42,632	34,854	5,933	1,845	90.1%	4,691	4,052	377	262	9.9%	47,323	38,906	6,310	2,107	-1.18%
Dist 2	46,659	32,735	11,752	2,172	93.5%	3,249	1,925	1,162	162	6.5%	49,908	34,660	12,914	2,334	4.21%
Dist 3	34,887	11,221	22,212	1,454	76.1%	10,927	5,316	5,203	408	23.9%	45,814	16,537	27,415	1,862	-4.33%
Dist 4	43,940	35,945	6,523	1,472	92.6%	3,508	2,467	884	157	7.4%	47,448	38,412	7,407	1,629	-0.92%
Dist 5	45,337	27,962	14,793	2,582	92.6%	3,622	2,416	865	341	7.4%	48,959	30,378	15,658	2,923	2.23%
	213,455	142,717	61,213	9,525	89.1%	25,997	16,176	8,491	1,330	10.9%	239,452	158,893	69,704	10,855	8.54 pts

Case Study City of Quincy



www.KSAnet.net

Existing Districts



DISTRICT	2010 Population ACTUAL	2010 Population IDEAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
1	1,668	1,734	(66)	-3.83%	113	6.77%	1,272	76.26%	283	16.97%	315	18.88%
2	1,007	1,734	(727)	-41.94%	10	0.95%	980	97.36%	17	1.69%	20	1.94%
3	2,958	1,734	1,224	70.55%	574	19.41%	2,075	70.15%	309	10.45%	385	13.02%
4	1,123	1,734	(611)	-35.25%	511	45.50%	545	48.53%	67	5.97%	62	5.56%
5	1,916	1,734	182	10.47%	765	39.90%	801	41.78%	351	18.32%	400	20.88%
TOTALS	8,672	8,672	-	-	1,972	-	5,673	-	1,027	-	1,182	-

Case Study – City of Quincy

Existing Districts

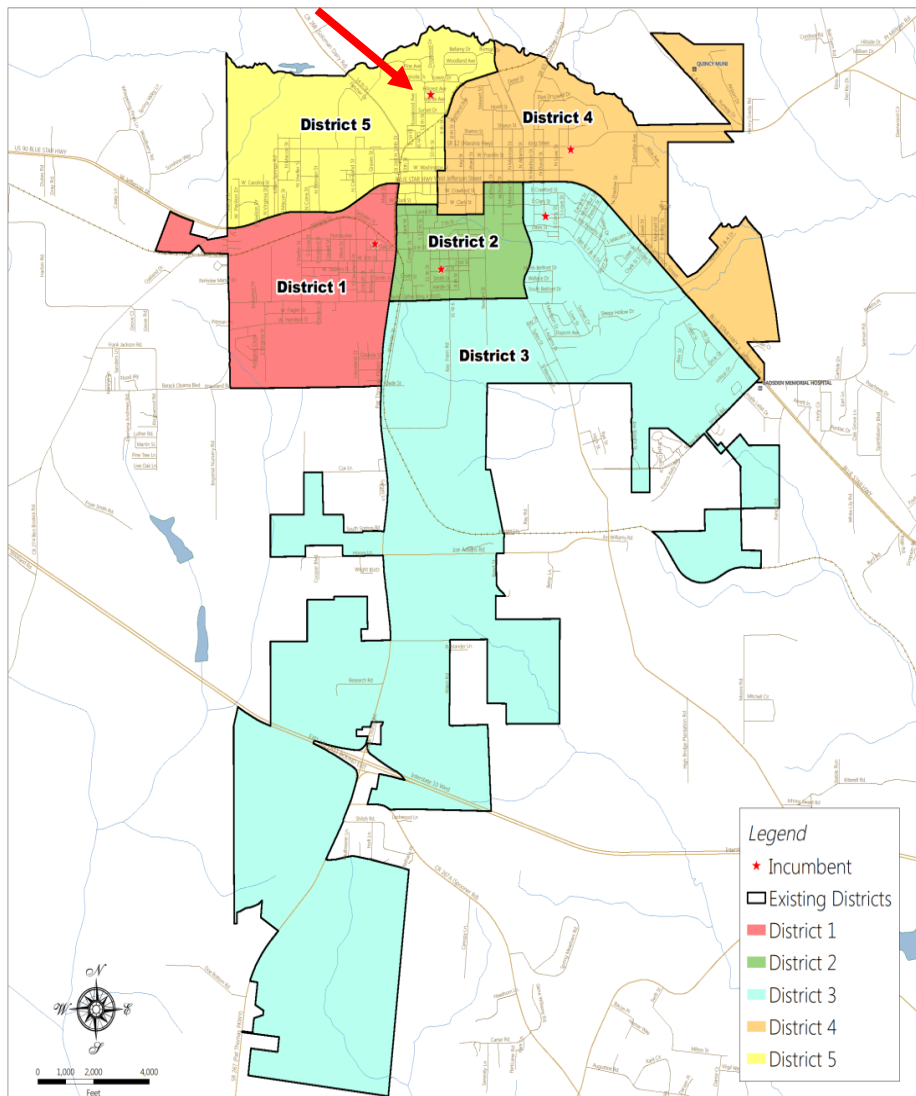
DISTRICT	2010 Population ACTUAL	2010 Population IDEAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
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2	1,007	1,734	(727)	-41.94%	10	0.95%	980	97.36%	17	1.69%	20	1.94%
3	2,958	1,734	1,224	70.55%	574	19.41%	2,075	70.15%	309	10.45%	385	13.02%
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5	1,916	1,734	182	10.47%	765	39.90%	801	41.78%	351	18.32%	400	20.88%
TOTALS	8,672	8,672	-	-	1,972	-	5,673	-	1,027	-	1,182	-

Adopted Plan

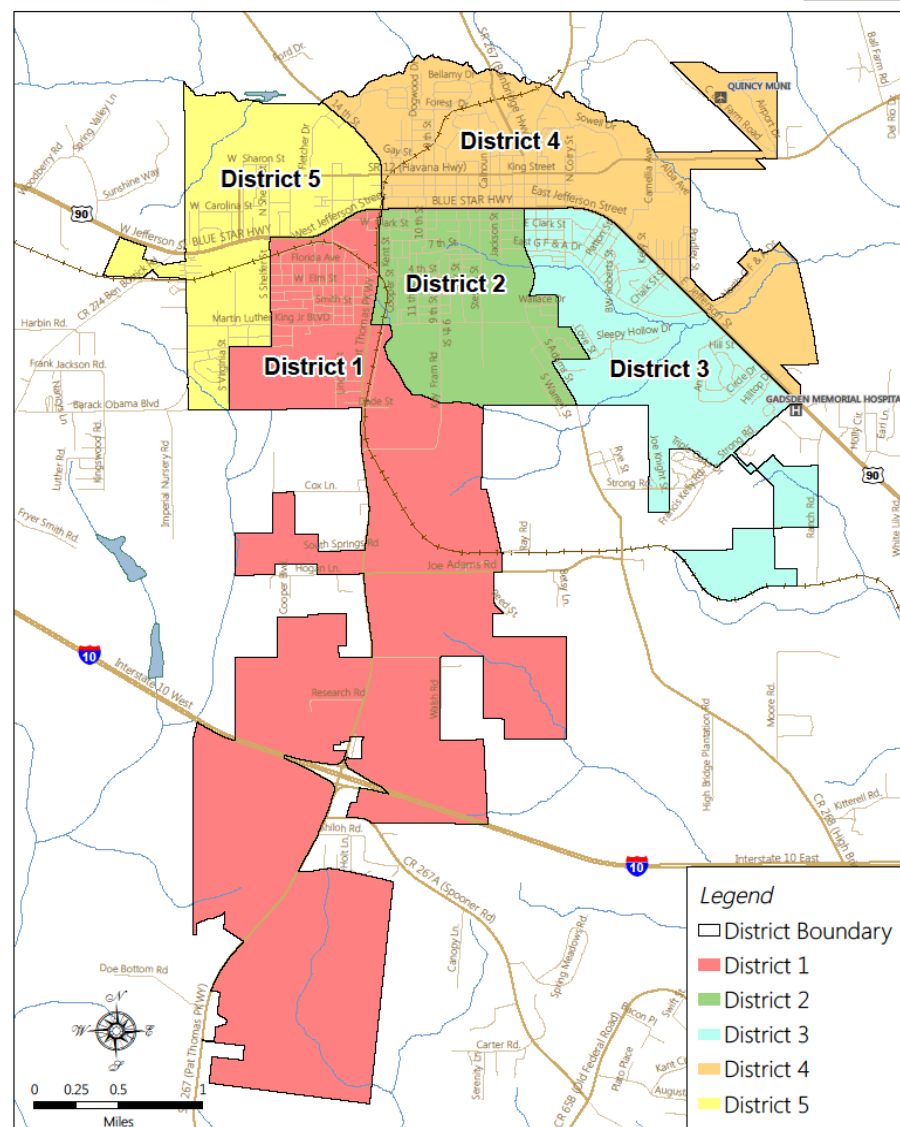
DISTRICT	2010 Population ACTUAL	2010 Population IDEAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
1	1,724	1,734	(10)	-0.60%	319	18.50%	1,330	77.15%	75	4.35%	111	6.44%
2	1,696	1,734	(38)	-2.21%	155	9.14%	1,456	85.85%	85	5.01%	104	6.13%
3	1,792	1,734	58	3.32%	184	10.27%	1,393	77.73%	215	12.00%	242	13.50%
4	1,739	1,734	5	0.27%	961	55.26%	625	35.94%	153	8.80%	162	9.32%
5	1,721	1,734	(13)	-0.77%	353	20.51%	869	50.49%	499	28.99%	563	32.71%
TOTALS	8,672	8,672	-	-	1,972	-	5,673	-	1,027	-	1,182	-

Existing Districts

Commission Districts March 2020



DISTRICT	2010 Population ACTUAL	2010 Population IDEAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
1	1,668	1,734	(66)	-3.83%	113	6.77%	1,272	76.26%	283	16.97%	315	18.88%
2	1,007	1,734	(727)	-41.94%	10	0.95%	980	97.36%	17	1.69%	20	1.94%
3	2,958	1,734	1,224	70.55%	574	19.41%	2,075	70.15%	309	10.45%	385	13.02%
4	1,123	1,734	(611)	-35.25%	511	45.50%	545	48.53%	67	5.97%	62	5.56%
5	1,916	1,734	182	10.47%	765	39.90%	801	41.78%	351	18.32%	400	20.88%
TOTALS	8,672	8,672	-	-	1,972	-	5,673	-	1,027	-	1,182	-



DISTRICT	2010 Population ACTUAL	2010 Population IDEAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
1	1,734	1,734	(0)	-0.00%	319	18.50%	1,330	77.15%	75	4.35%	111	6.44%
2	1,696	1,734	(38)	-2.21%	155	9.14%	1,456	85.85%	85	5.01%	104	6.13%
3	1,792	1,734	58	3.35%	184	10.27%	1,393	77.73%	215	12.00%	242	13.50%
4	1,789	1,734	55	3.17%	961	55.26%	625	35.94%	153	8.80%	162	9.32%
5	1,721	1,734	(13)	-0.75%	353	20.51%	869	50.49%	409	28.99%	563	32.71%
TOTALS	8,672	8,672	-	-	1,972	-	5,673	-	1,027	-	1,182	-

Jefferson Options



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Jefferson Options

Current Districts				12.5 pts.								
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,596	(140)	-5.11%	1,814	69.9%	613	23.6%	169	6.5%	141	5.4%
<i>Voting Age Population</i>		2,187			1,586	72.5%	481	22.0%	120	5.5%	95	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
<i>Voting Age Population</i>		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,938	202	7.39%	1,622	55.2%	1,079	36.7%	237	8.1%	167	5.7%
<i>Voting Age Population</i>		2,369			1,353	57.1%	834	35.2%	182	7.7%	121	5.1%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
<i>Voting Age Population</i>		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,646	(90)	-3.28%	1,825	69.0%	669	25.3%	152	5.7%	99	3.7%
<i>Voting Age Population</i>		2,140			1,513	70.7%	510	23.8%	117	5.5%	69	3.2%
Totals	13,679	13,679			8,567		4,267		845		580	
<i>Voting Age Population</i>		11,231			7,287		3,309		635		406	

Alternative 1				5.45 pts.								
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,656	(80)	-2.92%	1,840	69.3%	643	24.2%	173	6.5%	143	5.4%
<i>Voting Age Population</i>		2,234			1,608	72.0%	504	22.6%	122	5.5%	96	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
<i>Voting Age Population</i>		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,805	69	2.53%	1,543	55.0%	1,032	36.8%	230	8.2%	161	5.7%
<i>Voting Age Population</i>		2,257			1,285	56.9%	794	35.2%	178	7.9%	117	5.2%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
<i>Voting Age Population</i>		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,719	(17)	-0.61%	1,878	69.1%	686	25.2%	155	5.7%	103	3.8%
<i>Voting Age Population</i>		2,205			1,559	70.7%	527	23.9%	119	5.4%	72	3.3%
Totals	13,679	13,679			8,567		4,267		845		580	
<i>Voting Age Population</i>		11,231			7,287		3,309		635		406	

Alternative 2				4.79 pts.								
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,736	2,656	(80)	-2.92%	1,840	69.3%	643	24.2%	173	6.5%	143	5.4%
<i>Voting Age Population</i>		2,234			1,608	72.0%	504	22.6%	122	5.5%	96	4.3%
District 2	2,736	2,712	(24)	-0.87%	1,193	44.0%	1,365	50.3%	154	5.7%	84	3.1%
<i>Voting Age Population</i>		2,215			1,026	46.3%	1,063	48.0%	126	5.7%	57	2.6%
District 3	2,736	2,762	26	0.96%	1,551	56.2%	981	35.5%	230	8.3%	165	6.0%
<i>Voting Age Population</i>		2,217			1,293	58.3%	747	33.7%	177	8.0%	120	5.4%
District 4	2,736	2,787	51	1.87%	2,113	75.8%	541	19.4%	133	4.8%	89	3.2%
<i>Voting Age Population</i>		2,320			1,809	78.0%	421	18.1%	90	3.9%	64	2.8%
District 5	2,736	2,762	26	0.96%	1,870	67.7%	737	26.7%	155	5.6%	99	3.6%
<i>Voting Age Population</i>		2,245			1,551	69.1%	574	25.6%	120	5.3%	69	3.1%
Totals	13,679	13,679			8,567		4,267		845		580	
<i>Voting Age Population</i>		11,231			7,287		3,309		635		406	



Questions?

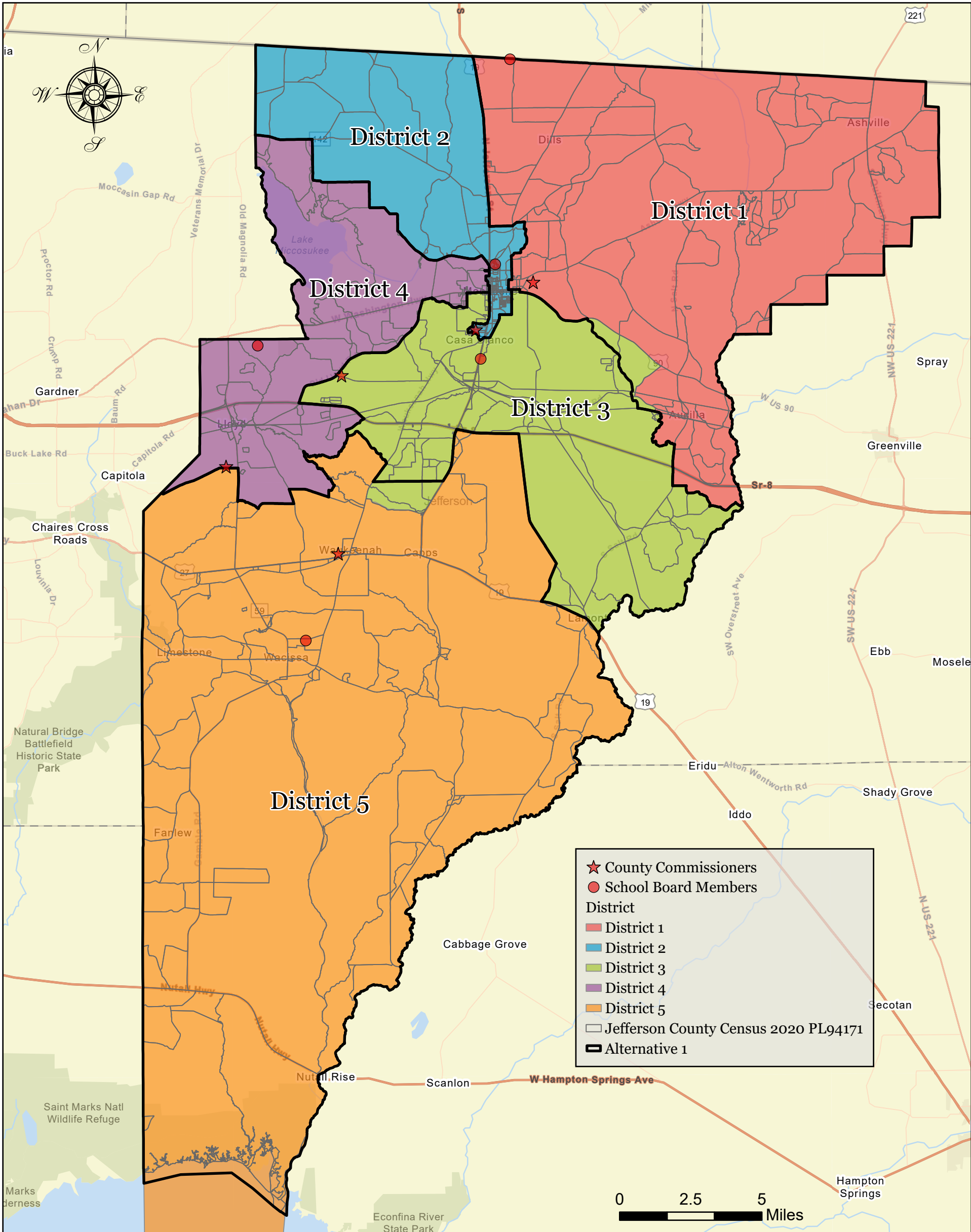


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Alternative 1

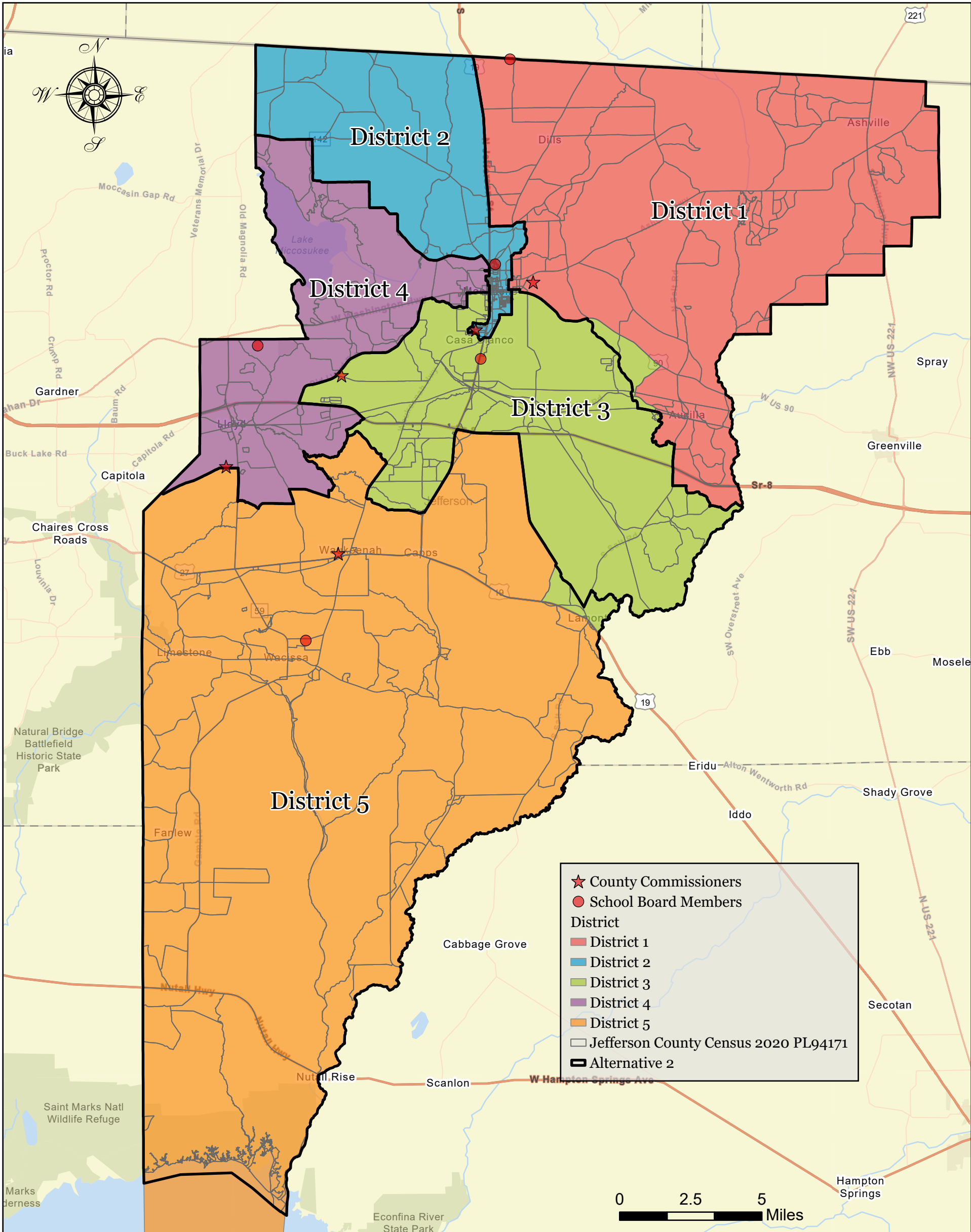
County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,735.80	2656	-79.80	-2.9%	1840	69%	643	24%	173	7%	143	5%
District 2	2,735.80	2712	-23.80	-0.9%	1193	44%	1365	50%	154	6%	84	3%
District 3	2,735.80	2805	69.20	2.5%	1543	55%	1032	37%	230	8%	161	6%
District 4	2,735.80	2787	51.20	1.9%	2113	76%	541	19%	133	5%	89	3%
District 5	2,735.80	2719	-16.80	-0.6%	1878	69%	686	25%	155	6%	103	4%
Totals	13679	13679	0	0	8567	-	4267	-	845	-	580	-



Alternative 2 County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	2,735.80	2656	-79.80	-2.9%	1840	69%	643	24%	173	7%	143	5%
District 2	2,735.80	2712	-23.80	-0.9%	1193	44%	1365	50%	154	6%	84	3%
District 3	2,735.80	2762	26.20	1.0%	1551	56%	981	36%	230	8%	165	6%
District 4	2,735.80	2787	51.20	1.9%	2113	76%	541	19%	133	5%	89	3%
District 5	2,735.80	2762	26.20	1.0%	1870	68%	737	27%	155	6%	99	4%
Totals	13679	13679	0	0	8567	-	4267	-	845	-	580	-

AGREEMENT FOR COUNTY ATTORNEY SERVICES

This Agreement made and entered into this 7 day of July, 2022, by and between JEFFERSON COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the law firm of NABORS, GIBLIN & NICKERSON, P.A. ("NGN") for the provision of County Attorney services as more particularly set forth herein.

WITNESSETH

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

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

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

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

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

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

ARTICLE III. COMPENSATION AND INVOICES.

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

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

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

3.4 Invoices for Extraordinary Services consisting of Matters Exceeding 10 Hours in Work. Services for those general County Attorney Services matters which will exceed ten (10)

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

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

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

ARTICLE IV. TERM AND TERMINATION.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII. CONTRACT ADMINISTRATION.

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

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

ARTICLE IX. CONTRACTOR REQUIREMENTS & CERTIFICATIONS.

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

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

ARTICLE X. GENERAL PROVISIONS.

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

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If NGN transfers all public records to the County upon completion of the contract, NGN shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NGN keeps and maintains public records upon completion of the contract, NGN shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

10.3 Conflict of Interest. NGN represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the

performance of this legal services provided herein, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. NGN shall promptly notify the County in writing of any circumstance or representation that may create a conflict of interest or other circumstance which may influence or appear to influence the NGN's judgment or quality of service. NGN shall abide by The Florida Bar's ethics rules and applicable provisions in Chapter 112, Florida Statutes, in the provision of the services provided herein.

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

By: _____

Scott Shirley, County Attorney

JEFFERSON COUNTY, FLORIDA

Gene Hall, Chairman
Board of County Commissioners

Gene Hall, Chairman
Board of County Commissioners

ATTEST:

Clerk of the Circuit Court

Date: _____

Handwritten signature

Date: 7/1/22

James W. H. H.

Shannon Mettly
Print Name

PAUL HEARY
Signature

7

EXHIBIT A

SCOPE OF SERVICES

COUNTY ATTORNEY SERVICES

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

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

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

EXHIBIT B

COMPENSATION

COMPENSATION FOR GENERAL COUNTY ATTORNEY SERVICES

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

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

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

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

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

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

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

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

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

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

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

COMPENSATION FOR SPECIAL SERVICES
--

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

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

(B) Issuing title insurance commitments and policies; or

(C) Providing legislative consulting services.

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

REIMBURSEMENT OF COSTS

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

AMENDMENT #1
AGREEMENT FOR COUNTY ATTORNEY SERVICES

THIS AMENDMENT to that certain **AGREEMENT FOR COUNTY ATTORNEY SERVICES**, dated as of July 7, 2022 (hereinafter referred to as the “Original Agreement”) is made and entered into this **4th day of May, 2023**, by and between **JEFFERSON COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as “County”) and **NABORS, GIBLIN & NICKERSON PA**, a Florida professional association, (hereinafter referred to as “NGN”).

RECITALS

WHEREAS, the County and NGN entered into the Original Agreement on or about July 7, 2022, to provide legal services as county attorney; and

WHEREAS, the term of the Original Agreement expires on June 30, 2023; and

WHEREAS, in accordance with Section 4.1 of the Original Agreement, the term of the Original Agreement may be renewed for four (4) additional one-year terms or any other extension agreed to by the parties; and

WHEREAS, the parties hereby mutually agree to extend the term of the Original Agreement through and including June 30, 202__.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. TERM. In accordance with Section 4.1, of the Original Agreement, NGN and the County hereby agree to extend the term of the Original Agreement for ____ (__) year(s), through and including June 30, 202__.

SECTION 2. MISCELLANEOUS.

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended

or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. This Amendment shall become effective when it is last approved and executed by the parties.

E. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

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

ATTEST:

JEFFERSON COUNTY, FLORIDA

Kirk Reams
Clerk

By _____
Chris Tuten
Chairman

**NABORS, GIBLIN & NICKERSON,
PA**

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Signature

Print Name

By: _____
Signature

Printed Name

Date

Board of County Commissioners

Agenda Request

Date of Meeting: May 4, 2023

Date Submitted: April 28, 2023

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Agreement for County Attorney Services

Statement of Issue:

This agenda item requests Board direction regarding the Agreement for County Attorney Services, by and between Jefferson County, Florida (“County”) and Nabors, Giblin & Nickerson PA (“NGN”), entered into on July 7, 2022 (“Agreement”). The Agreement is attached for reference.

Background:

Pursuant to Jefferson County Request for Proposals No. 22-04292022-01, the County selected NGN as the new County Attorney after the retirement of Buck Bird and Scott Shirley. The County and NGN entered into the Agreement on July 7, 2022.

The Agreement runs from July 1, 2022, through June 30, 2023. The Agreement may be extended upon mutual agreement of the parties for four (4) additional one (1) year terms or any other extension agreed to by the parties.

The Agreement is also terminable without cause at any time upon the provision of sixty (60) days’ notice by either party.

Analysis:

The current Agreement will expire on June 30, 2023. NGN is willing to agree to an extension of either one (1) year or up to an additional four (4) years at the Board’s election. A proposed extension agreement is attached.

This item is being brought to the Board two months in advance so that the County will have time to reprocur these County Attorney services in the event the Board elects not to extend the Agreement. If the County prefers to reprocur the County Attorney services, NGN will be available until June 30, 2023, to assist in an orderly transition.

Options:

Agreement for County Attorney Services

May 4, 2023

Page 2

1. Approve to Extend the Agreement for ____ Years.
2. Do Not Extend the Agreement and Direct the County Administrator to Issue an RFP to Reprocure County Attorney Services.
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Agreement for County Attorney Services
2. Proposed Extension Agreement

Board of County Commissioners

Agenda Request

Date of Meeting: May 4, 2023

Date Submitted: April 25, 2023

To: Honorable Chairman and Members of the Board

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

Subject: Request Board Consideration of a Resolution Creating an Official Travel Authorization and Reimbursement Policy

Statement of Issue:

This agenda item requests Board consideration of a resolution establishing an Official Travel Authorization and Reimbursement Policy.

Background and Analysis:

Sections 112.061 and 125.0104(9), Florida Statutes, set forth law and regulations concerning appropriate expenditures of County funds for authorized travel. The attached resolution establishes a policy that is designed to ensure full compliance with Florida Law and to provide guidance to its officers, employees, agents, and the public on appropriate expenditures of County funds for authorized travel.

The Policy provides as follows:

- Sets forth legal authorities
- Identifies an objective
- Provides definitions for terms used within the Policy
- Sets forth a scope providing that the Policy applies to all travel claimed by County officials, employees, or authorized persons in the conduct of official County business or for the benefit of the County; providing that all travel must be authorized, preapproved, supported with proper documentation, and conducted via a usually traveled route.
- Provides for exceptions to be documented and subject to review by appropriate approval authority.
- Defines three classes of travel as set forth in Florida Statutes:
 - Class A Travel: continuous travel for a period of 24 hours or more that involves overnight absences out of the County.
 - Class B Travel: continuous travel of less than 24 hours that involves overnight absences out of the County.

Request Board Consideration of a Resolution Creating an Official Travel Authorization and Reimbursement Policy

May 4, 2023

Page 2

- Class C Travel: travel for short or day trips where the traveler is not away from his or her official headquarters overnight.
- Provides guidelines for approval of travel and identifies approval authority as follows:
 - Travel by employees must be approved by the Department Director and County Manager, and providing that Department Director may approve travel for their employees of up to \$200.00 per month without County Manager Approval.
 - County Manager travel must be approved by the Chairman or the Vice Chairman in the Chairman's absence.
 - Travel by County Commissioners must be approved by the Commissioners via agenda item at a regularly scheduled Board Meeting either before the travel or within two Board meetings of the travel.
- Defining allowable expenses as Meals, Lodging, Transportation, Registration, and certain other incidental expenses
- Providing procedures for reimbursement of expenses for Class A and B Travel involving overnight stays.
- Providing procedures for reimbursement of expenses for Class C Travel
- Providing for reimbursement of travel and entertainment-related expenses for tourist development pursuant to Section 125.0104(9), Florida Statutes

The existing travel policy and this proposed revision both contain meal allowances that are higher than the state allowance rates. State statutory rates are \$6 for breakfast, \$11 for lunch, and \$19 for dinner. The proposed County allowances are \$10 for breakfast, \$15 for lunch, and \$26 for dinner. Similarly, the County's proposed daily per diem (covers food and lodging if the traveler elects a per diem in lieu of submitting actual costs) is \$110 while the state statutory rate is \$80 per day.

A Pre-Approval Form for travel requests and Voucher Form for final submission of travel expenses is also included as part of this agenda item for use in compliance with the Official Travel Authorization and Reimbursement Policy.

Options:

1. Approve Resolution Establishing an Official Travel Authorization and Reimbursement Policy.
2. Do Not Approve Resolution Establishing an Official Travel Authorization and Reimbursement Policy.
3. Board Direction.

Recommendation:

Option #1

Request Board Consideration of a Resolution Creating an Official Travel Authorization and Reimbursement Policy

May 4, 2023

Page 3

Attachments:

1. Resolution Establishing an Official Travel Authorization and Reimbursement Policy.
2. Travel Policy Pre-Approval and Voucher Forms

Overnight Out of County Pre-Approval Travel Request

(This Form **MUST** be completed and approved prior to obligating County funds.)

Traveler's Name: _____

Traveler's Department/Code: Department: _____ Dept. Code: _____

Date(s) of Travel: From _____ To _____

Is this request budgeted? Yes ☐ No ☐
 If not, can your budget support? Yes ☐ No ☐

ESTIMATED HOTEL (A)			
			540005
Name of Hotel _____			
Address _____			
City, State, Zip _____			
Phone Number _____			
# nights	*	cost/night	= \$0.00
			sub-total
Payment Method:		<input type="checkbox"/>	<input type="checkbox"/>
(Mark one)		Check	Credit Card

REGISTRATION (B)	
555001	
Seminar/Conference Name _____	
Company/Sponsor Name (who check needs to be made payable to) _____	
Address _____	
City, State, Zip _____	
Amount:	_____
sub-total	Check <input type="checkbox"/> Credit Card <input type="checkbox"/>

ESTIMATED TRANSPORTATION (C)			
			540002
Personal Vehicle:			
# miles	*	0.655 rate/mile	= \$0.00
Rental:			
# days	*	rate/day	= \$0.00
Shuttle:			
# trips	*	cost/trip	= \$0.00
Plane: cost/ticket _____			
County Car: gas receipts _____			
Taxi: cost _____			
			\$0.00
			sub-total
Payment Method:		<input type="checkbox"/>	<input type="checkbox"/>
(Mark one)		Check	Credit Card

ESTIMATED MEALS (D)	
540002	
Breakfast:	
number	\$10.00 cost/meal = \$0.00
When travel begins before <u>6 a.m.</u> & extends beyond <u>8 a.m.</u>	
Lunch:	
number	\$15.00 cost/meal = \$0.00
When travel begins before <u>Noon</u> & extends beyond <u>2 p.m.</u>	
Dinner:	
number	\$26.00 cost/meal = \$0.00
When travel begins before <u>6 p.m.</u> & extends beyond <u>8 p.m.</u>	
\$0.00	
sub-total	

OTHER EXPENSES (E)	
540002	
Item	_____
Item	_____
Item	_____
\$0.00	
sub-total	

Travel is for official County business. State the public purpose for travel:

Estimated Total Expenses: (A+B+C+D+E)	_____
Total Reimbursable: (C (mileage)+D+E)	_____
80% Authorized Advance:	0.80
Amount of Travel Advance: (If Requested)	_____

Signature	_____ Supervisor	_____ Date
Signature	_____ Department Director	_____ Date
Signature	_____ County Manager	_____ Date

Traveler's Signature: _____ Date: _____

2023 JEFFERSON COUNTY TRAVELING EXPENSES FORM		NAME: _____				DEPARTMENT: _____				
		HEADQUARTERS: _____								
		CHECK ONE:	Employee:	Non-Employee:						
Date	TRAVEL PERFORMED FROM POINT OF ORIGIN TO DESTINATION	PURPOSE OR REASON (NAME OF CONFERENCE)	Hour of Departure & Return	Authorized Meals for Travel	Per Diem or Actual Lodging	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses/ County Credit Card Charges		
								Amount	Item Description	
ADDITIONAL JUSTIFICATION/NOTES:				Column Total	Column Total	0	0.0	Column Total	Summary Total	
				\$ -	\$ -	\$ 0.56 PER MILE		\$ -	\$ -	
		ADVANCE:		LESS ADVANCE RECEIVED						
		Warrant Number:		LESS NON-REIMBURSEABLE ITEMS INCLUDED ON PCARD						
		Warrant Date:		NET AMOUNT DUE TRAVELER						
				NET AMOUNT DUE THE COUNTY						
I hereby certify or affirm that the above expenses were actually incurred by me as necessary travel expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the County; any meals or lodging included in a conference or convention registration fee have been deducted from this travel claim; and this claim is true & correct in every material matter and same conforms in every respect with the requirements of County policy.				Pursuant to Jefferson County policy, I hereby certify or affirm that to the best of my knowledge that the travel was on official business of Jefferson County and was performed for the purpose(s) stated above.						
TRAVELER'S SIGNATURE: _____ DATE SIGNED: _____ TITLE: _____				SUPERVISOR'S SIGNATURE: _____ DATE APPROVED: _____						
				DEPT DIRECTOR SIGNATURE: _____ DATE APPROVED: _____						
				COUNTY MANAGER: _____ DATE APPROVED: _____						
				FINAL APPROVAL AUTHORITY: _____ DATE APPROVED: _____						
PREPARER'S NAME: _____ DATE PREPARED: _____				PREPARER'S CONTACT NUMBER: _____						

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ESTABLISHING AN AMENDED AND RESTATED TRAVEL AUTHORIZATION AND REIMBURSEMENT POLICY FOR JEFFERSON COUNTY, FLORIDA; PROVIDING FINDINGS; ADOPTING OFFICIAL TRAVEL AUTHORIZATION AND REIMBURSEMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sections 112.061 and 125.0104(9), Florida Statutes, and Chapter 69I-42 of the Florida Administrative Code set forth law and regulations concerning appropriate expenditures of County funds for authorized travel; and

WHEREAS, the Jefferson County Board of County Commissioners advocates a policy of full compliance with Florida Law regarding expenditures for authorized travel in accordance with the above-referenced authorities; and

WHEREAS, the Board now desires to establish this amended and restated policy for all its officers, employees, and agents in order to ensure full compliance with Florida Law and to provide guidance to its officers, employees, agents, and the public on appropriate expenditures of County funds for authorized travel.

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

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

SECTION 2. POLICY. The Travel Authorization and Reimbursement Policy set forth in Exhibit A hereto is hereby adopted and established as of the effective date of this Resolution. This Travel Authorization and Reimbursement Policy replaces the County's current Travel Policy, Effective 7-21-2015, for all travel that is initiated after the effective date of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

DULY ADOPTED this ____ day of _____, 2023.

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

Chris Tuten, Chairman

ATTEST:

Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

Board of County Commissioners Jefferson County, Florida

Travel Authorization and Reimbursement Policy

Date Adopted: May 4, 2023

Effective Date: May 5, 2023

SECTION I: AUTHORITIES

Section 112.061, Florida Statutes

Section 125.0104(9), Florida Statutes

SECTION II: OBJECTIVE

This policy is intended to identify expenditures for authorized travel in accordance with the above-described authorities.

SECTION III: DEFINITIONS

For purposes of this policy, the following terms shall have the meanings set forth below:

Appointed Official – The County Manager.

Approval Authority – Person or persons within the County who are authorized to approve travel and/or reimbursement of travel expenses. Depending on circumstances or type of travel, this would be the Department Director, County Manager, or Chairman of the Board of County Commissioners.

Authorized Person(s) – A person, other than a County official or employee, who is authorized to incur travel expenses for official business, including but not limited to a consultant, a volunteer, or a candidate for an executive or director position.

Board – Jefferson County Board of County Commissioners.

Class A Travel - continuous travel for a period of 24 hours or more that involves overnight absences out of the County.

Class B Travel - continuous travel of less than 24 hours that involves overnight absences out of the County.

Class C Travel - travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

Elected Officials – County Commissioners.

Employee – All employees of the County.

Local Mileage – Actual mileage incurred within Jefferson County or the surrounding counties in which the traveler is not away from his or her official headquarters overnight and may be classified as “map” or “vicinity”, depending on if the starting location and destination are listed on the Florida Department of Transportation (FDOT) website: <http://fdotewp1.dot.state.fl.us/CityToCityMileage/viewer.aspx>. If both locations are listed, mileage would be claimed under “map” mileage. If not listed, mileage would be claimed under “vicinity” mileage.

Map Mileage – Mileage computed on the basis of the current official map of the FDOT, Official Travel Mileage Chart located on the FDOT website. This is from city limit to city limit.

If the actual mileage is more than the Map Mileage, the additional miles may be claimed as vicinity miles.

Example: Monticello to Tallahassee: FDOT map mileage is 26 miles. Both the City of Monticello and Tallahassee are listed on the FDOT mileage website.

Official Headquarters – For an appointed official, employee or authorized person, their pre-assigned, primary work location. For elected officials, in accordance with Attorney General Opinion 83-37, the official headquarters is the County seat, Monticello.

Pre-Approval Travel Request – Form that shall be completed for each person requesting approval for overnight out-of-county travel.

Travel Expenses Form – Form that shall be accurately completed with all necessary supporting documentation before traveling expenses are reimbursed.

Vicinity Mileage – Actual mileage incurred within the city, town, or county of the traveler’s headquarters or destination, or other necessary mileage incurred which cannot be calculated as map mileage. For city pairs not included in the FDOT chart, use an online mapping tool, such as Google Maps showing the shortest route.

Example: Monticello to Aucilla. Monticello is listed on the FDOT website, but Aucilla is not. Therefore, the mileage would be listed as vicinity mileage and annotated in the vicinity mileage column on the Travel Expenses Form to the nearest tenth of a mile using an online mapping tool. Google Maps lists the distance between Monticello and Aucilla as 9.3 miles.

Example: County Office in Monticello to the Leon County Courthouse in Tallahassee. Map mileage is 26 miles (Monticello to Tallahassee). The actual mileage is 26.2 miles, according to Google Maps. 26 miles would be listed in the map mileage column on the Voucher for Traveling Expenses and 0.2 miles would be listed in the vicinity mileage column.

SECTION IV: SCOPE AND APPLICABILITY

Travel expenses shall be limited to those expenses necessarily incurred in the performance of official County business for a public purpose.

This policy applies to travel for which reimbursement will be claimed by County officials, employees, or authorized persons as follows:

- A. All travel must be in the conduct of official County business or to attend meetings, conferences, conventions, and/or training sessions for the benefit of the County, at County expense, and/or pursuant to proper authorization prescribed herein.
- B. All travel must be authorized and pre-approved unless covered by an exception. Travel requests must be accompanied by a signed statement by the traveler's supervisor stating that such travel is on official business and stating the public purpose of such travel. This is accomplished on the Pre-Approval Travel Request and the Travel Expenses Form.
- C. All travel must be by a usually traveled route. In case a person travels by an indirect route for his/her own convenience, any extra costs shall be borne by the traveler. Reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route.

SECTION V: EXCEPTIONS

Any exceptions or unusual circumstances not provided for in this policy must be documented and will be subject to review and validation by the appropriate approval authority.

SECTION VI: TRAVEL AUTHORIZATION

A. Travelers may make Pre-Approval Travel Requests using the approved Pre-Approval Travel Request form, which shall include the following information:

- 1. Traveler's name and Department.
- 2. Dates of travel.
- 3. Nature of official county business and public purpose for requested travel.
- 4. Registration amount for the conference, convention, seminar, or other event. Where available, conference, convention, seminar, or class agenda or materials should be submitted with the Pre-Approval Travel Request.
- 5. Estimated meal costs.
- 6. Estimated lodging costs.

7. Estimated transportation costs.
8. Other estimated expenses.

B. The following guidelines shall be used when approving Travel Requests:

1. Funds are available in the budget.
2. A determination is made that a legitimate public purpose is achieved in taking the trip.
3. The number of people traveling is the minimum number required to accomplish the purpose of the trip.
4. The method of travel (e.g., air, vehicle) is specified and the routing and other arrangements are the most economical available and result in the shortest time away or the lowest overall cost consistent with the distance to be traveled and the purpose of the trip. Any circumstances that require a deviation from this will be reviewed on a case-by-case basis by the appropriate approval authority.

C. Approval Authority

1. Travel by employees must be approved in advance by the Department Director or the County Manager using the Pre-Approval Travel Request form. Travel by Department Directors must be approved by the County Manager.
2. Travel by the County Manager shall be approved by the Chairman of the Board of County Commissioners or the Vice Chairman in the absence of the Chairman.
3. Travel by the individual County Commissioners shall be approved in advance, whenever possible, by the Board of County Commissioners via an agenda item at a regularly scheduled Board meeting. In cases where travel cannot be scheduled for approval prior to the trip, an agenda item to consider reimbursement of travel expenses already incurred shall be presented to the Board within two Board meetings following the conclusion of the Travel.

SECTION VII: ALLOWABLE TRAVEL EXPENSES

A. Meals

1. Meals **may not be charged** on the County Purchasing Card.
2. Meal allowances shall be established by Board resolution. Meal allowances as of the adoption of this Policy are as follows:
 - a. Breakfast: \$10.00
 - b. Lunch: \$15.00
 - c. Dinner: \$26.00

3. Travelers may receive a meal allowance for Class A and Class B Travel and for Class C Travel outside of the County. Meal allowances for Class C Travel within the County are not reimbursable. Meal allowances for Class A, B, or C Travel as provided in this section shall be based on the following schedule:

- a. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
- b. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.
- c. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m.

Hour of departure and return must be annotated on the Travel Expenses Form when claiming meals.

4. Under no circumstances may an employee be reimbursed for any meal included in a convention or conference registration fee paid by the County. A continental breakfast provided as part of the conference/convention registration fee or provided by the lodging establishment is considered breakfast and **may not** be claimed for reimbursement. An evening reception or other function that serves only hors d'oeuvres is not considered dinner, and dinner **may be** claimed for reimbursement.

5. When a meal is provided by an airline, other common carrier, or as a part of a program/event, the traveler is not allowed to claim the meal for reimbursement.

B. Lodging

1. Lodging expenses may be charged on the County Purchasing Card only after travel is pre-approved on the Pre-Approval Travel Request form.

2. The traveler must provide the lodging establishment with a copy of the County's tax-exempt certificate. **No sales tax will be reimbursed for Florida accommodations that would otherwise qualify for a tax exemption.**

3. Travelers may receive reimbursement for lodging for Class A and Class B travel, which is continuous travel that involves overnight absence outside the County. A traveler may not claim reimbursement for lodging for overnight travel within 50 miles of his or her headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Approval Authority. Criteria for approval shall include late night or early morning job responsibilities and excessive travel time because of traffic conditions.

4. Under no circumstances may an employee be reimbursed for any lodging included in a convention or conference registration fee paid by the County.

C. Transportation

1. Transportation expenses for Class A, B, and C Travel are eligible for

reimbursement as set forth herein.

2. Air –

a. Airfare can be purchased using the County Purchasing Card only after travel is pre-approved on the Pre-Approval Travel Request form.

b. Coach fare for travel by the route and/or rate best suited for the interest of the County, is allowed and must be documented by a paid receipt. Should a traveler select a different route and/or rate, for their own benefit, reimbursement will be limited to the Coach fare, by the route and/or rate, determined by what is in the best interest of the County.

c. Reimbursement of first-class airfare is specifically limited to trips under emergency conditions when coach accommodations are not available.

d. In those instances where an electronic airline ticket was purchased, documentation should include a copy of the traveler's itinerary, identifying the purchase of the airline ticket, or a separate paid receipt for the airline ticket.

3. County-Owned Vehicles –

a. When available, County-owned vehicles may be used for travel only after travel is pre-approved on the Pre-Approval Travel Request form.

b. Receipts must be maintained and turned in to the County Manager or designee upon completion of travel.

4. Private Vehicle –

a. Use of a privately owned vehicle for travel is authorized only after it is pre-approved on the Pre-Approval Travel Request form.

b. A traveler using his or her privately owned vehicle shall be reimbursed at the most current IRS optional standard mileage rate for business travel in effect on the date(s) of travel. All mileage shall be shown from point of origin to point of destination and included on both the Pre-Approval Travel Request Form and the Travel Expenses Form. When possible, Map Mileage should be computed and reimbursed based on the current map of the FDOT for in-state travel. Alternate methods of computing mileage, such as the use of Google Maps, may be used to claim out-of-state or vicinity mileage. Vicinity Mileage necessary for the conduct of official business is allowable but must be listed on the Travel Expenses Form in the vicinity mileage column and the purpose explained.

5. Taxi, Ride-Share (Uber, Lyft, etc.), Public Transportation, Parking, and Car Rental –

a. The actual costs incurred for normal use of taxi, ride-share, public transportation, and parking are reimbursable.

b. Receipts are required for reimbursement of parking, taxi, ride-share, and public transportation costs. In those cases where receipts are not available (i.e., mass transit tokens) reimbursement may still be claimed with an explanation of the circumstances via a memorandum attached to the Travel Expenses Form.

c. Car rental expenses may be charged to the County Purchasing Card or may be reimbursed to the traveler but only when prior approval is obtained on the Pre-Approval Travel Request form. A County-approved traveler must purchase from the rental car company, optional damage insurance coverage, often referred to as a Loss Damage Waiver, to cover costs for

accidental damage or theft of the rental vehicle. The purchase of “Personal Accident Insurance” by a traveler is non-reimbursable as employees on authorized business are covered under Worker’s Compensation.

D. Registration Fees

1. Fees for registration, including meals and other programmed events sponsored by a conference or convention organization, should be prepaid wherever possible.

2. Optional fees for recreation and/or entertainment activities not covered in the registration fee associated with a conference or convention are not reimbursable (e.g., golf tournament, concert, etc.).

3. Fees for non-authorized persons (e.g., family members) to participate in activities are not reimbursable.

E. Miscellaneous

1. Reasonable tips and gratuities may be reimbursed for actual tips paid to taxi or ride-share drivers (not to exceed 15% of the fare).

2. Actual tips paid for mandatory valet parking (not to exceed \$1 per occasion), and actual tips paid for portage of baggage (not to exceed \$1 per bag and not to exceed \$5 total per incident) may be reimbursed. The number of bags must be included on the Travel Expenses Form.

3. Tips for meals or hotel maid service are **not** reimbursable.

4. Road and bridge tolls may be claimed upon presentation of receipts. Travelers using a SunPass in a private vehicle shall print out a receipt from the SunPass website showing the date, time, and location of the charge for reimbursement.

F. Receipts are required for the following allowable expenses to be eligible for reimbursement:

1. All purchases paid using a County Purchasing Card.

2. Taxi or ride-share fares in excess of \$25 on a per fare basis OR when the fare has been paid using a County Purchasing Card.

3. Storage, parking fees, or tolls in excess of \$25 on a per transaction basis. Such fees are not allowed on a weekly or monthly basis unless it can be established that such a method results in savings to the County.

4. Passport and visa fees required for official travel.

5. Receipts or cancelled checks for registration fees paid by the traveler.

SECTION VIII: TRAVEL REIMBURSEMENT

A. Per Diem or Actual Expenses

1. Meal and lodging expenses for Class A and Class B Travel outside the County in order to conduct bona fide County business which serves a direct and lawful public purpose may be reimbursed using either of the following:

- a. the daily Per Diem rate of \$110, which includes both lodging and meals; or
- b. the actual expenses for meals subject to the limitations set forth in Section VII.A. of this policy or subsequent Board resolution, plus actual expenses for lodging at a single occupancy rate, to be substantiated by paid receipts therefor.

2. Class C Travel and any days of Class A or Class B Travel which do not require lodging may not utilize the Per Diem method of reimbursement and reimbursement must be based on actual expenses. For example, the final day of a trip that does not include an overnight stay should be reimbursed for actual expenses only. Actual expenses for meals may not be reimbursed for days of travel reimbursed utilizing the Per Diem method of reimbursement.

3. When meals or lodging are included in the traveler's claimed convention or conference registration fees and the traveler is claiming Per Diem for reimbursement, the Per Diem rate must be reduced for any meals or lodging included in the claimed convention or conference fees. The amount of the reduction for meals is the rate in Section VII.A. of this policy or subsequent Board resolution. The amount of the reduction for lodging included in the convention or conference registration fees is the actual cost of lodging for which the traveler has already claimed reimbursement.

4. Reimbursement for actual expenses of meals may be claimed for all Class A and Class B Travel for which the Per Diem method of reimbursement is not utilized and for Class C Travel outside of the County.

5. When lodging or meals are provided at a state institution, the traveler will be reimbursed only for the actual expenses of such lodging or meals, not to exceed the applicable amount set forth in Section 112.061, Florida Statutes.

B. All completed Travel Expenses Forms must be submitted to the County Manager or designee for review within 20 business days of travel completion. The Travel Expenses Form shall specify:

1. the date of the travel;
2. the origin;
3. the destination;

4. the purpose of the travel;
5. the number of Map and Vicinity miles traveled;
6. other expenses, such as tolls, parking, etc.; and
7. the total amount requested for reimbursement.

C. Travel Expenses Forms submitted for approval and reimbursement must be accompanied by the following items.

1. Registration forms.
2. Conference, convention, seminar, or class agenda (In cases where agendas are not provided, a memo, email correspondence or letter from the meeting sponsor or business showing the meeting purpose, dates, times, and locations must be provided).
3. Itemized hotel receipt.
4. Flight itinerary and boarding passes.
5. Car rental receipt with departure and return dates.
6. Invoices or itemized receipts for any other incidental travel costs (taxi fare, parking fees, tolls, fuel, etc.).

D. The Travel Expenses Form should reflect the entire cost of the trip, including all direct payments made. The traveler must sign and date the form for completeness and correctness as to the actual travel performed. It must then be signed by the traveler's Department Director before sending to the County Manager or designee for payment. If the traveler is the Department Director, the voucher must be forwarded to the County Manager for approval and processing. NOTE: If the total amount of reimbursement is greater than \$100.00 of the pre-approval amount, an explanation shall be annotated on the Travel Expenses Form in the "additional justification/notes" section and all other supporting documentation must be attached. It must then be forwarded to the Approval Authority for approval prior to being sent to the County Manager or designee for payment.

E. If a receipt is not available, a memorandum of the expense explanation must be annotated on the Travel Expenses Form.

F. Travel reimbursement rates may differ when travel is funded pursuant to grant agreements, therefore, any amount above the grant agreement may be funded from the traveler's Department. The specific grant agreement should be reviewed prior to travel.

Board of County Commissioners

Agenda Request

Date of Meeting: May 4, 2023

Date Submitted: April 28, 2023

To: Honorable Chairman and Members of the Board

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

Subject: Subrecipient Agreement with Big Bend Transit for Implementation of FDOT
Public Transportation Grant Agreement for Jefferson Express

Statement of Issue:

This agenda item requests Board approval of a subrecipient agreement between the County and Big Bend Transit, Inc. ("Big Bend Transit") to provide for implementation of Florida Department of Transportation ("FDOT") Public Transportation Grant Agreement Financial Project No. 448655-1-84-03, awarded to the County in July 2022 (the "FDOT Grant"). The FDOT Grant provides funding to the County to establish the "Jefferson Express" fixed route system running from Monticello to Tallahassee.

Background and Analysis:

In July 2022, the County was awarded the FDOT Grant in the amount of \$500,160.00 to fund capital and operating expenses associated with the establishment of the Jefferson Express bus service running from Monticello to Tallahassee. Capital expenses associated with the project and allowable under the FDOT Grant include two cutaways, a solar shelter, benches, map/schedule placement, surface mounted bike racks, and trash cans. The grant also funds operating expenses including salaries. Funding is available three (3) years from the state of service.

The attached subrecipient agreement provides for Big Bend Transit to implement the project, including:

- A. Purchasing and providing all of the bus stop amenities described in the FDOT Grant at Exhibit A, paragraph C at such location(s) as are designated by the County;
- B. Operating the "Jefferson Express" fixed route system running from Monticello to Tallahassee; and
- C. Providing such other services and performing such functions as are described in the

FDOT Grant at Exhibit A.

Big Bend Transit has represented that they cannot perform installation of the bus shelter. As a result, the County will provide for installation and seek reimbursement of that amount through FDOT. The subrecipient agreement provides that the amount available to Big Bend Transit will be reduced by any eligible costs that the County incurs on the project, whether for installation of the bus shelter or otherwise.

Pursuant to the terms of the subrecipient agreement, Big Bend Transit may request reimbursement from the County for work performed on the project on a monthly basis. No monthly reimbursement request may exceed \$20,000. Upon the County's review and approval of a reimbursement request, the County will pay Big Bend Transit and then seek reimbursement from FDOT. Under the FDOT Grant, the County is permitted to seek reimbursement on a quarterly basis.

Options:

1. Approve Subrecipient Agreement with Big Bend Transit for Implementation of FDOT Public Transportation Grant Agreement for Jefferson Express
2. Do not Approve Subrecipient Agreement with Big Bend Transit for Implementation of FDOT Public Transportation Grant Agreement for Jefferson Express
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Subrecipient Agreement with Big Bend Transit for Implementation of FDOT Public Transportation Grant Agreement for Jefferson Express
2. Florida Department of Transportation Public Transportation Grant Agreement Financial Project No. 448655-1-84-03

**SUBRECIPIENT AGREEMENT BETWEEN JEFFERSON COUNTY AND BIG BEND
TRANSIT, INC. FOR IMPLEMENTATION OF FDOT PUBLIC TRANSPORTATION
GRANT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this the _____ day of _____, 2023 between Jefferson County, a political subdivision of the state of Florida (hereinafter the "County"), with an address of 445 W Palmer Mill Rd, Monticello, FL 32344, and BIG BEND TRANSIT, INC., a Florida Not for Profit Corporation, with an address of 2201 Eisenhower St, Tallahassee, FL 32310 (hereinafter the "Subrecipient"), which parties may hereinafter be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded Public Transportation Grant Agreement Financial Project No. 448655-1-84-03, attached hereto as Attachment "A" (hereinafter the "FDOT Grant"), to the County to provide service development funding for an express transit route providing service between Monticello and Tallahassee to connect to the StarMetro Fixed Route Service, as more particularly described in the FDOT Grant Agreement (the "Project"); and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of funds awarded to the County pursuant to the FDOT Grant to Subrecipient such that Subrecipient may implement and complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived therefrom, the County and the Subrecipient do hereby agree as follows:

Section 1. Term: This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until close out or termination of the FDOT Grant, except that the provisions contained within Sections 6, 7, 9, and 15 shall survive the termination of this Agreement. The Subrecipient shall be eligible for reimbursement of Eligible Costs (as hereinafter defined) related to the Project incurred from December 1, 2022 through June 1, 2025, unless such date is extended by the County in its sole discretion. Provided, if the FDOT Grant is for any reason terminated prior to June 1, 2025, Subrecipient shall only be eligible for reimbursement of Eligible Costs incurred prior to the date of termination.

Section 2. Scope of Work: Subrecipient shall fully complete and implement the Project, including performance of all services, work, and deliverables described in the FDOT Grant at Exhibit A, within the applicable timeframes described in the FDOT Grant and in accordance with the terms and conditions of this Agreement and the FDOT Grant. The scope of work to be performed by Subrecipient includes, but is not limited to:

A. Purchasing and providing to the County for construction and installation all of the bus stop amenities described in the FDOT Grant at Exhibit A, paragraph C at such location(s) as are designated by the County;

B. Operating the "Jefferson Express" fixed route system running from Monticello to Tallahassee; and

C. Providing such other services and performing such functions as are described in the FDOT Grant at Exhibit A.

Section 3. Consideration, Cost Reimbursement, Supporting Documentation:

A. Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$500,160.00 (the "Subaward Amount") for completion of the Project. The Parties acknowledge and agree that the County and/or third parties may also perform certain work on the Project for which the County will seek reimbursement through the FDOT Grant, including but not limited to construction and installation of some or all of the bus stop amenities described in the FDOT Grant at Exhibit A, paragraph C (the "County's Eligible Costs"). Subrecipient acknowledges and agrees that the Subaward Amount shall be reduced by an amount equal to the County's Eligible Costs incurred on the Project. It is understood and agreed that any additional funds necessary for the completion of this Project above and beyond the Subaward Amount are the sole responsibility of the Subrecipient.

B. The Subrecipient shall be reimbursed on a cost reimbursement basis for costs related to the Project that are expressly deemed eligible and allowable under the FDOT Agreement (hereinafter "Eligible Costs") as such Eligible Costs are incurred. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County and consistent with the requirements contained in Exhibit "F" to the FDOT Grant demonstrating that Subrecipient has made actual payment of all Eligible Costs for which reimbursement is sought. All Payment Requests shall be accompanied by sufficient supporting documentation demonstrating full performance of any services for which reimbursement is requested (collectively the payment request and any supporting documentation shall hereinafter be referred to as the "Payment Request").

C. No more frequently than on a monthly basis, the Subrecipient may request reimbursement from the County for Eligible Costs incurred under this Agreement. The maximum amount of each Payment Request shall not exceed \$20,000.00. Additionally, at the time of each Payment Request, Subrecipient shall submit a Progress Report which shall describe in detail the work performed and/or services rendered for which reimbursement is being requested. Within ten business (10) days after receipt of the Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient within fifteen (15) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected

to the satisfaction of the County. Upon determination by the County that the Payment Request is sufficient, the County shall remit payment to the Subrecipient and seek reimbursement of such amount through FDOT under the FDOT Grant.

Section 4. Accounting: Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement.

Section 5. Reporting:

A. In conjunction with each Payment Request submitted to the County, Subrecipient shall also submit a performance report related to Subrecipient's implementation of the Project. Such performance reports shall contain information concerning the status of the Project, along with such other documentation and information as the County may reasonably require to verify the progress of the Project. The Subrecipient shall further assist the County as needed in preparation of the semi-annual progress reports required to be submitted to FDOT under the FDOT Grant.

B. Final Project Report. In conjunction with its final Payment Request, Subrecipient shall submit a Final Project Report confirming the successful completion of the Project and all deliverables and providing such other information as the County may require.

Section 6. Indemnification: To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all 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) arising out of or resulting from this Agreement and the Project.

Section 7. No Duplication of Benefit: Subrecipient hereby certifies and affirms that Subrecipient's receipt of funding under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient from other programs, other local, state, or federal funding sources, private insurance, or other private organizations. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by Subrecipient to the date repayment is made to the County by Subrecipient.

Section 8. Default; Termination; Force Majeure:

A. Termination for Cause. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of a material failure of Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide ten (10) days' written notice of its intent to terminate and shall provide Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with sixty (60) days written notice.

C. Termination due to Unavailability of Funds. In the event the County's funding sources contemplated under this Agreement are either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Subrecipient.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and Subrecipient's intended timetable for implementation of such measures. If the County agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, pandemics or epidemics resulting in government mandated quarantines, failure to receive timely necessary third party approvals through no fault of Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of Subrecipient and/or the County. Failure to perform by Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Subrecipient shall not receive payment of any amounts contemplated under this Agreement after termination of this Agreement unless expressly authorized by the County prior to the effective date of termination.

Section 9. Remedies; Financial Consequences:

A. In the event that a task, deliverable, milestone, or activity to be performed under this Agreement is deemed inconsistent with the terms and conditions of this Agreement or the FDOT Grant by the County, Subrecipient shall re-perform same, at no

additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 8 hereof.

B. If Subrecipient materially fails to comply with the terms and conditions of this Agreement, including, but not limited to, any applicable federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold payments to Subrecipient pending correction of the deficiency by Subrecipient.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Demand a refund, either in whole or in part, of the funds provided to Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. Subrecipient, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by Subrecipient to the date repayment is made by Subrecipient to the County.
5. Take any other remedy that may be available to the County at law or equity.

C. In the event FDOT demands the return of funds paid to Subrecipient pursuant to this Agreement following an audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable under the FDOT Grant, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand.

Section 10. Compliance with Laws: Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement.

Section 11. Subawards: The Subrecipient shall not make sub-awards under this Agreement without the prior express written approval of the County.

Section 12. Notices: All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 12. This Section shall not preclude routine communication by the Parties by other means.

Section 13. Contacts.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County:

Shannon Metty
County Manager
445 West Palmer Mill Road
Monticello, FL 32344
850-342-0223
smetty@jeffersoncountyfl.gov

Subrecipient:

[TO COME]

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 11 hereof.

Section 14. Equal Employment Opportunity: The Subrecipient shall not discriminate, directly or indirectly, against any employee or applicant for employment on the basis of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The Subrecipient shall incorporate this provision in all subcontracts for services provided under this Agreement.

Section 15. Records; Access to Records and Personnel.

A. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S., as it relates to all records made or received in conjunction with this Agreement, which are public records under Florida law. Subrecipient specifically shall:

1. Keep and maintain public records required by the County in order to perform the Project.

2. Upon request from the County, provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

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 Subrecipient does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If Subrecipient keeps and maintains public records upon the conclusion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Subrecipient does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if Subrecipient fails to provide records when requested, Subrecipient may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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

C. Subrecipient acknowledges and agrees that the County and its authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.

D. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

E. Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Section 16. Miscellaneous:

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Jefferson County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

(Signature Page Follows)

**JEFFERSON COUNTY,
FLORIDA**

By:_____

Print Name and Title

Date:_____

Attest:

By:_____

Print Name and Title

BIG BEND TRANSIT, INC.,

By:_____

Print Name and Title

Date:_____

Attest:

By:_____

Print Name and Title

ATTACHMENT A

Florida Department of Transportation Grant Agreement to Jefferson County, Financial Project
No. 448655-1-84-03

RESOLUTION NO. 2022-

**RESOLUTION AUTHORIZING JEFFERSON CO. BOARD OF COMMISSIONERS TO EXECUTE A PUBLIC
TRANSPORTATION GRANT AGREEMENT (PTGA), CONTRACT NO.G2912, WITH THE FLORIDA
DEPARTMENT OF TRANSPORTATION TO RECEIVE SERVICE DEVELOPMENT PROGRAM FUNDS**

WHEREAS, The Jefferson County Board of County Commissioners and the Florida Department of Transportation concur that funding be provided for a Public Transportation Grant Agreement; and

WHEREAS, funding from the Florida Department of Transportation Service Development Program is available for Operations of this Program funded at 100% by the Department; and

WHEREAS, the purpose of this agreement is to provide transportation funding for the feasibility of operating an appropriately scaled/purpose-directed service route between a rural environment Monticello and the urbanized area of Tallahassee. Funds are provided to support Service Development Program; and

WHEREAS, a Public Transportation Grant Agreement is required as a basis for receiving the stated funds; and


WHEREAS, The Board further authorizes the Chairman of the Jefferson County Board of County Commissioners to sign any and all reports and invoices associated with this agreement; and

NOW, THEREFORE BE IT RESOLVED,

1. The Board confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation.
2. The Chairman of the Jefferson County Board of County Commissioners, or his/her duly appointed successor in title, or such authorized designee, is authorized to execute the Public Transportation Grant Agreement including any Supplemental Participation Agreements (SPA) for the purpose of Scope Changes and/or funding adjustments, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. The Chairman of the Jefferson County Board of County Commissioners, or his/her authorized designee, is authorized to sign requests for Contract Time Extension(s), as may be required in support of the project.
4. The Chairman of the Jefferson County Board of County Commissioners, or his/her authorized designee, is authorized to sign reimbursement requests.

PASSED AND ADOPTED by the Jefferson County Board of County Commissioners this 7th day of July, 2022.

BY: 
Board Chairperson

ATTEST: 
Clerk of the Court/ Witness

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 448655-1-84-03	Fund(s): Work Activity Code/Function: 215	DPTO	FLAIR Category: 088774
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55032020329
Contract Number: G2912	Federal Award Date:		Vendor Number: F596000690004
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.012			
CSFA Title: Public Transit Service Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Jefferson County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in to provide Service Development funding for an express transit route providing service between Monticello (Jefferson County) and Tallahassee (Leon County) to connect to the StarMetro Fixed Route Service, as per the submitted project proposal from Big Bend Transit on behalf of Jefferson County BOCC, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through July 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ☐ day of ☐, or within ☐ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

9. Project Cost:

- a. The estimated total cost of the Project is \$500,160. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,160 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Jefferson County Board of
County Commissioners

By: 

Name: Gene Hall

Title: CHAIRMAN OF BOARD

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Jefferson Express would be a fixed route system running from the city of Monticello into Tallahassee. This route would deposit the riders at a location(s) where they would then be able to move within Tallahassee by the already established "StarMetro" fixed route system. This service would be offered 6 days per week (Monday-Saturday) excluding the holidays, of Christmas, New Year's Day, Thanksgiving and Martin Luther King JR Day.

Initial scheduling will be based on a fixed morning pick-up times and location(s), as well as a fixed return trip time. Big Bend Transit is aware that transportation demand tends to be variable in time. Big Bend Transit will adjust the schedule accordingly to satisfy the demand to accommodate all passengers.

The project is eligible at 100% due to the Jefferson County status of REDI.

B. Project Location (limits, city, county, map): Tallahassee, FL/Leon to Monticello, FL/Jefferson

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project will provide operational and capital funding for the Jefferson Express Service Development route between Monticello and Tallahassee as set forth in the agency's submitted application. The capital expenses include the purchase of two (2) Cutaways and the following bus stop amenities:

- Solar shelter
- Benches
- Map/schedule placement
- Surface mounted bike racks
- Trash cans

D. Deliverable(s): Agency shall demonstrate the provision of services as described in the scope by submitting invoices for reimbursement in the form and manner, and with the supporting documentation required by the Department including without limitation eligible project costs and demonstration of the provision of services. Such invoices shall be submitted at such times as the Department may require.

Additional Requirements:

- Quarterly reports submitted with quarterly invoice submission including ridership and trip information.
- Final Report submitted upon completion including a summary on the success, problems and recommendations.
- Final invoice must be accompanied by the agency certification of project completion
- All 3rd Party Contracts must be submitted to FDOT for approval.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

- All capital equipment must be ordered within 90 days of the execution date of this agreement through the Transit Research Inspection Procurement Services (TRIPS - www.tripsflorida.org) or be pre-approved by FDOT District 3 if purchased outside of the TRIPS program.
- If service has not begun, service must start within 90 days of receiving the vehicles.
- This agreement will end 3 years from the start of service or the expiration of this agreement or whichever comes first.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any other costs not outlined in the scope of this agreement.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448655-1-84-03	DPTO	088774	2022	751000	55.012	Public Transit Service Development Program	\$500,160.00
Total Financial Assistance							\$500,160.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$245,216	\$0	\$0	\$245,216
Fringe Benefits	\$67,944	\$0	\$0	\$67,944
Contractual Services	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$187,000	\$0	\$0	\$187,000
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$500,160	\$0	\$0	\$500,160

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☒ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Debbie Prough

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Service Development)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System.** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.
- 7. Final Report.** At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:
 - a) An evaluation of the attainment of the goals and objectives.
 - b) The reasons any of the goals were not met.
 - c) The benefit accrued by the Agency.
 - d) A statement of the Agency's intent to continue with the service demonstrated.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** \$500,160

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>