

Jefferson County Board of County Commissioners

Wednesday, October 18, 2023 at 5:00 pm

WORKSHOP

@ 5pm

- 1. Call to Order
- 2. Solar Workshop

REGULAR SESSION AGENDA

@ 6pm OR Shortly After Workshop

- 3. Call to Order, Invocation, Pledge of Allegiance
- 4. Public Announcements, Presentations & Awards
 - a. Baher Foundation

Affordable Connectivity Programs

Attachments:

- **Presentation** (ACP_PPT_PRESENTATION.pptx)
- **Requirements** (ACP_Program_Eligibility.pdf)
- 5. Citizens Request & Input on Non-Agenda Items

(3 Minute Limit Please)

- 6. Consent Agenda
 - a. Vouchers

Attachments:

- Account List (List_of_Accounts.pdf)
- Report (Comm_Report_10-18-23.pdf)
- Vouchers (List_of_Vouchers_10-18-23.pdf)
- b. Meeting Minutes
- c. Supplemental Budget FY 2024
- d. Satisfaction of Mortgage

Attachments:

- Mortgage (Recorded_CDBG_Mortgage_Lutrelle_Ervin_CDBG_9-21-16__002_.pdf)
- **Satisfaction** (Satisfaction_of_Mortgage_for_Lutrelle_Ervin__length_of_mortgage_expir ed.doc)
- 7. General Business
 - a. Hurricane Idalia Grant Agreement

Attachments:

- Cover Letter (Agenda_Item_Hurricane_Idalia_Grant_Agreement.doc)
- Agreement (DR4734_-_Funding_Agreement_Z3899_-_Jefferson_County.pdf)

b. Boston Highway SCOP

Attachments:

- Agreement (Agreement Jefferson County 448613-2 Boston Hwy Draft.pdf)
- **Resolution** (SCOP_RESOLUTION_-_Boston_Hwy.docx)

c. NWF Health Network

Attachments:

- Plan (Jefferson_County_DRS_and_Behavior_Health_Transportation_Plan_2023-2026_ PDF.pdf)
- Attestments (Jefferson_County_Attestations.pdf)

d. Tax Roll Certification

Attachments:

- Certification (Tax_Roll_Certification.docx)
- Extension (Tax Roll Extension.doc)
- 8. Clerk of Courts
- 9. County Engineer
- 10. County Attorney
- 11. County Manager
- 12. County Commissioners
- 13. Adjourn

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

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

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

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

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

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

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

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

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

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

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

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

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

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on 10/13/2023 at 5:03 PM

AFFORDABLE CONNECTIVITY PROGRAM

Helping Households Connect

\$14 billion

Recently, Congress created the FCC's Affordable Connectivity Program, a \$14 billion program, that replaced the Emergency Broadband Benefit Program. This investment in broadband will help people afford the internet connections they need to manage modern-day necessities.





Tablet For You

The program provides eligible individuals with a new android tablet, complete with internet.

If you have an income under \$100k or receive government assistance, you may qualify for this incredible opportunity. Once approved, you will receive five years of free service with only a one-time activation fee of \$23.

ACP

- ▶ The FCC's Affordable Connectivity Program provides eligible households with a new tablet with broadband service and internet connection.
- ▶ Qualified applicants will receive a 10" tablet with a hard case cover, a SIM card that provides 24/7 LTE broadband internet service, and 24/7 tech support and customer service.



NO FINANCIAL OBLIGATION



As a recipient, you have no financial obligations or strings attached. You will never receive a bill, and you will own the tablet outright. The program is aimed to provide access to the internet to everyone, to have access to information related to health, education, job searches, and technology. We are confident the program will make a major impact and support everyone having a brighter future.

WHO IS ELEGIBLE?

















- Has an income that is under \$100,000
- Participates in one of these assistance programs: Free and Reduced-Price School Lunch Program or School Breakfast Program, including through the USDA Community Eligibility Provision; SNAP; Medicaid; Federal Public Housing Assistance; SSI; WIC; Veterans Pension or Survivors Benefits; or Lifeline
- Participates in Tribal specific programs: Bureau of Indian Affairs General Assistance, Tribal TANF, Food distribution Program on Indian Reservations, or Tribal Head Start (income based)
- Received a Federal Pell Grant during the current award year



ACP

Affordable Connectivity Program

The program provides eligible individuals with a free tablet or cell phone with internet and cell phone service. You may qualify for this incredible opportunity if you have an income under \$100,000 or receive government assistance. Once approved, you'll receive five years of free service with only a one-time activation fee of \$23.

This program was created with funds allocated by Congress to the FCC in the Consolidated Appropriations Act of 2021. Originally named the Emergency Broadband Benefit, the program has since been renamed the Affordable Connectivity Program due to its overwhelming success. The FCC has expanded the program to ensure more people who meet the criteria have access to it. To qualify, you need a valid government, military, state, or Tribal ID or passport and a copy of your W-2 for 2022 or Social Security, Veterans Administration, or retirement/pension statement of benefits to confirm that your income is below \$100,000.

If you meet the requirements, you will receive a 10-inch tablet with a hard case cover, a SIM card that provides 24/7 LTE broadband internet service, and 24/7 tech support and customer service. To be eligible, a household member must meet only one of the criteria listed in the attachment, such as participating in SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC, Lifeline, or having an income below \$100,000.

As a recipient, you have no financial obligations or strings attached. You will never receive a bill and will own the tablet outright. The program aims to provide everyone with access to the internet to gain information about health, education, careers, and technology. This program will significantly impact and support everyone in having access to modern-day necessities.

To learn if you qualify for the program by contacting your local Outreach Coordinator at 954-479-7773 to find out if you qualify.

Sincerely,

Community Outreach Coordinator

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TRANS AMOUNT 8.91

*** END OF REPORT ***

FILES ID B

REPORT DATE 10/13/2023 JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS SYSTEM DATE 10/13/2023 LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER FILES ID B

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L C	ASH ACCOUNT-0	11010000		CASH-CH	ECKING-GEN. F	UND		
ABC Maintenance Services	10/18/2023	-	05585	08/04/2023	VR 01101823	051 JCEO A/C	BREAKERS CHANGE	ED 642.00	.00
	СН	ECK TO VENDOR	==>VENDOR	R ABCMAINT A	BC Maintenand	ce Services	TOTALS	642.00	.00
Advanced Business System			332101CR	10/04/2022	VR 01101823	063 C#CT3321	01 JCEO ACCT CRE	D-678.42	.00
Advanced Business System			332401CR	12/09/2022	VR 01101823	064 C#CT3324	01 JCEO ACCT CRE	D -93.68	.00
Advanced Business System					VR 01101823			39.06	.00
Advanced Business System							01 CREDIT ON ACC		.00
Advanced Business System		-					01 CREDIT ON ACC		.00
Advanced Business System		-	428152B		VR 01101823-			161.53	.00
Advanced Business System		-	429788		VR 01101823-			12.44	.00
Advanced Business System			429792		VR 01101823-			65.42	.00
Advanced Business System			429828		VR 01101823-			8.58	.00
Advanced Business System			429867		VR 01101823-	••		412.78	.00
Advanced Business System			430403		VR 19101823-			8.91	.00
Advanced Business System			430403		VR 28101823-			8.91	.00
Advanced Business System	10/18/2023	-	430473	10/04/2023	VR 01101823-	062 C#CT33210)1 JCEO	242.18	.00
·	CHE	ECK TO VENDOR=	==>VENDOR	ADVBUSIN AC	dvanced Busin	ess Systems	TOTALS	177.70	.00
AG-PRO Companies	10/18/2023	-	28959360	06/28/2023	VR 01101823-	105 JD MOWER	FOR REC PARK		
								11498.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	AGPRO AG	G-PRO Compani	es	TOTALS	11498.00	.00
Amazon Pucinaca	10/10/2022		T400K044	00/17/0000	VD 01101000	106 6700405 6	UEL UTUA	011 70	
	10/18/2023				VR 01101823-			811.78	.00
	10/18/2023						PROPERTY SIGNS		.00
•	10/18/2023				VR 01101823-			23.88	.00
	10/18/2023						LANYARDS/CHAIRS		.00
	10/18/2023 10/18/2023						CARDS SUPPLIES	115.94	.00
	10/18/2023				VR 01101823-			105.42	.00
	10/18/2023				VR 01101823-			166.87	.00
	10/18/2023				VR 01101823-			73.80	.00
	10/18/2023				VR 01101823-			86.14	.00
And 2011 Bus Triess	10/10/2023	-	9PHIIFPG I	09/13/2023	VR 01101823-	127 CABLE PAT	H TAPE	66.94	.00
	CHE	CK TO VENDOR=	=>VENDOR	AMAZONBU Am	azon Busines	5	TOTALS	2498.77	.00
Animal Medical Clinic*	10/18/2023	- ;	363964	09/29/2023	VR 01101823-)24 EUTHANASI	A X4/NG FLEA MED	477.68	.00
	CHE	CK TO VENDOR=	=>VENDOR	ANIMALCL An	imal Medical	Clinic*	TOTALS	477.68	.00
Apalachee Center	10/18/2023	- (582311	10/03/2023	VR 01101823-0	987 8/23 CRIS	IS STAB/BAKER		
Analaskas Carl	10/10/2222							2972.66	.00
Apalachee Center	10/18/2023	- 6	582311	10/03/2023	VR 01101823-0	188 8/23 DETO	X UNIT/MARCHMAN		
								1274.00	.00
	CHE	CK TO VENDOR==	=>VENDOR	APAMENHE Apa	alachee Cente	r	TOTALS	4246.66	.00
ARTEZIA WATER	10/18/2023	- (0589263	10/10/2023	VR 01101823-1	67 A#302577 N	V ATER	13.00	.00

REPORT DATE	10/13/2023
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UTILITAN TUOMAG ATT		ECK TO VENDOR	R==>VENDOR	R ARTEZIA	ARTEZIA WATER	TOTALS	13.00	.00
WILLIAM THOMAS ARTHU	= 17 207 2020	. =				3 9/29 FOOTBALL GAME	COVER 120.00	.00
Aucilla Area Solid Wa					WILLIAM THOMAS AF		120.00	.00
*		-	6923CMPS	09/30/202	3 VR 22101823-030	6-9/23 TIP FEES CoM	/POPS	
Aucilla Area Solid Wa	aste 10/18/2023	-	8312023	08/31/202	3 VR 22101823-022	AUGUST 2023 TIPPING		.00
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Avonu Tradition		N TO VENDOR≃	=>VENDOR	AUCILLAA /	Aucilla Area Solid	d Waste TOTALS	50577.23	.00
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		<pre>< TO VENDOR=</pre>	=>VENDOR	INNOVATI IN	NOVATIVE OFFICE	TOTALS	150.00	.00
Jefferson Community Wate Jefferson Community Wate Jefferson Community Wate	10/18/2023 10/18/2023	- (09231800 (09233700 ()9/30/2023)9/30/2023	VR 19101823-007 A	#0201800 290 HALL RD #0403700 LVFD	38.50 38.50 55.60	.00 .00 .00
longe Helding a T. L					fferson Community		132.60	.00
Jones Welding & Industri Jones Welding & Industri	10/18/2023 10/18/2023	- (0667495 0 0667495 0	9/30/2023 9/30/2023	VR 28101823-011 C VR 28101823-012 C	YLINDER RENTAL YLINDER RENTAL FIN CHRG	546.15 29.78	.00
		TO VENDOR==	>VENDOR J	ONESWEL JOI	nes Welding & Indu	ustria TOTALS	575.93	.00
Legal Svcs of N.Florida 1	10/18/2023	- Q	4-23 10	0/04/2023 \	/R 14101823-103 7-	9/23 LSNF SHARED REV	472.85	. 00
	CHECK	TO VENDOR==	>VENDOR LE	EGALSER Leg	ual Svcs of N.Flor	rida TOTALS	472.85	.00
LOCKMOBILE LLC 1	0/18/2023	- 47	778 09)/09/2023 V	R 01101823-138 CH	ANGE COURTHOUSE LOCKS	157.00	.00
		TO VENDOR==>	VENDOR LC	CKMOBI LOC	KMOBILE LLC	TOTALS	157.00	.00
	0/18/2023 0/18/2023	- 58 - 8N	2C0132 08 054138 09	/16/2023 V /08/2023 V	R 01101823-053 RE R 01101823-052 RE	IMB DRY ICE FOR MQ CTRL IMB DRY ICE FOR MQ CTRL	36.31 29.39	.00

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VENDOR DUE NAME DATE	PURCHASE ORDER NUMBER	INVOICE R NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTIO	TRANS N AMOUNT	DISC/WITH AMOUNT
0 1 1 1 1				LINDSEY R LONG	TOTALS	65.70	.00
10/10/2020				23 VR 01101823-106	A#91487806 SAO	431.70	.00
	HECK TO VENDOR:	==>VENDOR	LUMEN	CenturyLink	TOTALS	431.70	.00
Monticello Carquest Inc. 10/18/2023 Monticello Carquest Inc. 10/18/2023 Monticello Carquest Inc. 10/18/2023	-	CZOOCKUI	09/20/202	23 VR 22101823-076	C#262 CREDIT ON ACCOUNT C#263 CREDIT ON ACCOUNT	-10.00 -13.48	.00
Monticello Carquest Inc. 10/18/2023		00270010	02/11/505	23 VR 01101823-112 23 VR 28101823-013	C#253 FILTED WDENCH	15.48 49.58	.00 .00 .00
				Monticello Carques		41.58	.00
Morris Propane. LLC 10/18/2023 Morris Propane. LLC 10/18/2023	,	8999 8999	09/30/202 09/30/202	3 VR 19101823-006 3 VR 28101823-005	PROPANE FOR STATION 1 PROPANE FOR STATION 1	636.59 636.59	.00
	.CK TO VENDOR==			Morris Propane, LL		1273.18	.00
Mowrey Elevator Co. of F 10/18/2023					N#600483 10/23 ELEVATOR	207.33	.00
CHE	CK TO VENDOR==	>VENDOR M	IOWREYEL M	Nowrey Elevator Co.	of FL TOTALS	207.33	.00
Nabors Giblin & Nickerso 10/18/2023					1/23 CNTY ATTY SERVICES		.00
Nabors Giblin & Nickerso 10/18/2023					•	1689.07	.00
Nabors Giblin & Nickerso 10/18/2023	- 00	9232000 II	0/04/2023	VR 01101823-045 S	URPLUS PROPERTY SALES	288.00	.00
Nabors Giblin & Nickerso 10/18/2023	- N	9233020 I(0/04/2023	VR 01101823-046 9	/23 SOLAR FARM ORDINANCE	918.00	.00
Nabors Giblin & Nickerso 10/18/2023	0.5)T000004 I(3/ 04/ 2023	VK U11U1823-047 S	CHOOL BOADD COMMENANCE	70.00	.00
Nabors Giblin & Nickerso 10/18/2023	- 09	9233057 10)/04/2023	VR 01101823-048 9 VR 01101823-043 H	/23 LAND DEV CODE REVISE DMESTEAD BARN CODE VLTN	234.00	.00
Nabors Giblin & Nickerso 10/18/2023	- 09	233101 10	/04/2023	VR 01101823-049 9,	'23 TOURIST DEV COUNCIL	2115.45 336.00	.00 .00
CHEC				bors Giblin & Nick	TOTAL		.00
ODP BUSINESS SOLUTIONS,L 10/18/2023						5652.52	.00
ODP BUSINESS SOLUTIONS, L 10/18/2023	- 247	775001 09.	/19/2023	VR 01101823-036 OF	FICE SUPPLIES	179.25	00
ODP BUSINESS SOLUTIONS,L 10/18/2023	- 201	109018 03	/30/2023 \	VR 01101823-032 DF	FICE SUDDLIES	546.58	. 00 . 00
10/10/2025	- 318	81/001 09,	/19/2023 \	VR 01101823-037 OF	FICE SUPPLIES	24.99	.00
	TO VENDOR==>V	/ENDOR ODF	PBUSIN ODF	BUSINESS SOLUTION	NS,LL TOTALS	750.82	.00
O'Reilly Automotive. Inc 10/18/2023 O'Reilly Automotive. Inc 10/18/2023	- 751 - 751	.83169 09/ .83925 10/	/27/2023 V	/R 01101823-137 MC#	#1-3 HEADLIGHT BULBS BATTERY/OIL&AIR FILTRS :	97.46	.00
O'Reilly Automotive. Inc 10/18/2023	- 751	83934 10/	02/2023 V	R 01101823-185 CM	TAHOF OIL		.00
CHECK				eilly Automotive,	Inc. TOTALO	38.82	.00
Potty Man Portables 10/18/2023	- 1116			R 01101823-182 HAN		25.00	.00
CHECK	TO VENDOR==>VE			ty Man Portables	TOTALO	25.00	. 00
Preferred Gov't Ins.Trus 10/18/2023	- 6579				CFL103310332306 JCEO 1		.00

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									USER 1	ATVVI
VENDOR	DUE	PURCHASE	INVOICE	D.I.E.						
NAME	DATE	ORDER NUMBE	B WINNED			VOUCHER		TRAN	ς	DISC/WITH
D. 6			יו אסויוסרע	DATE	PΕ	NUMBER	TRANSACTION DESCRIP	OTION AMOUN		AMOUNT
Preferred Gov't Ins.	Trus 10/18/2023	•	65798	10/01/2022	. Vn	01101000				7 10 01 1
Preferred Gov't Ins.	rus 10/18/2023	_	65798	10/01/2023	VK	01101823-171	A#WCFL103310332306	BOCC 54.54	1	.00
Preferred Gov't Ins.T	rus 10/18/2023	-	65798	10/01/2023	VK.	01101823-172) Δ#MCEL 10331033330C	DUZUD	,	.00
			007 90	10/01/2023	٧R	01101823-173	A#WCFL103310332306	MANAGR	•	.00
Preferred Gov't Ins.T	rus 10/18/2023	_	65798						}	.00
Preferred Gov't Ins.T	rus 10/18/2023	=	65798	10/01/2023	VR	01101823-175	A#WCFL103310332306	I T D D L		.00
Preferred Gov't Ins.T	rus 10/18/2023	-		10/01/2020	VK	01101853-176	Δ#MCEL 10221022222	1000		
Preferred Gov't Ins.Ti	rus 10/18/2023	_		10/01/2023	VK (01101853-177	A#WCEL 10221022220C	7. 441		.00
Preferred Gov't Ins.Tr	rus 10/18/2023	-		10/01/2020	VK (01101853-178	A#J/CFI 10331033330C F	TO 514 64 6		.00
Preferred Gov't Ins.Tr	rus 10/18/2023	-		-01,01,000	A1/ (71101059-180	A#M(1110331033330c A	MITHAL DOA		.00
		-	65798	10/01/2023	VR C)1101823-181	A#WCFL103310332306 C	ONSTI		.00
Preferred Gov't Ins.Tr	us 10/18/2023									
		-	65798	10/01/2023	VR 1	9101823-169	A#WCFL103310332306 F	19910.00		.00
Preferred Gov't Ins.Tr	us 10/18/2023									
		-	65798	10/01/2023 \	/R 2	2101823-174 /	A#WCFL103310332306 SW	0076.05		.00
Preferred Gov't Ins.Tru	us 10/18/2023							7505		
	10/10/2020	-	65798]	10/01/2023 v	/R 28	8101823-170 A	N#WCFL103310332306 EN	7522.50		.00
								6578.05		•
•	CHECK	TO VENDOD	- UENDOD -					0376.03		.00
	OTILON	. IO ACIADOK=	=>VENDOR P	REFGOVT Pre	ferr	ed Gov't Ins	.Trust TOTALS	45079.56		0.0
Jefferson Co. Road Dept	10/18/2022							45079,50		.00
Jefferson Co. Road Dept.	10/18/2023	~	J923JCBD 1	0/03/2023 VF	₹ 01	101823-003 S	EPT 2023 FLEET FUEL	309.51		•
Jefferson Co. Road Dept.	. 10/18/2023	,	SECOULLY I	U/UZ/ZUZ3 VF	२ (1)	101822-107 0	EDT 2000 ELEET			.00
Jefferson Co. Road Dept	. 10/18/2023	,	SECOLULIA TO	J/UZ/ZUZ3 VH	र १५	1111823 000 ct	DT 0000 EL === .	/33.6/ FUEL 907.00		.00
		- (1923JCFR 1()/02/2023 VR	28.	101823-010 SE	EPT 2023 FLEET FIRE F EPT 2023 FLEET EMS FL	IFI		.00
Jefferson Co. Road Dept.	10/18/2023							4132.19		0.0
Jerrerson Co. Road Dept.	10/18/2023	- 0	923JCMQ 10)/02/2023 VR	011	101823-136 SE	PT 2023 FLEET FUEL	212.82		.00
Jefferson Co. Road Dept.	10/18/2023		ACCOUNT IO	7 UZ/ZUZO VK	1111	11111111 11 CE	DT 0000 Ft	586.46		.00
•	-0,10,2020	- 0	923JCSW 09	/30/2023 VR	221	01823-027 SE	PT 2023 FLEET FUEL PT 2023 FLEET FUEL	300.40		.00
								7408.68		0.0
	CHECK	TO VENDOR==>	VENDOD DO					7400.00		.00
	0.72010	TO VENDOR——	AFINDOK KDI	JEPI Jeffe	erso	n Co. Road De	ept. TOTALS	14193.35		00
Redwire	10/18/2023	EO	0400 00	10.3 1.3 1.3						.00
Redwire	10/18/2023		2438 09/	/25/2023 VR	0110	01823-158 C#W	/1M0485 10-12/23 LBRY	703.02		
	10/18/2023			20/2023 VK	OTIC	J1823-166 C#W	11M1603 10/22 10F0			.00
	30, 2020	- 50	4501 09/	29/2023 VR	0110)1823-054 C#W	1M1603 CCTV MAINT CA	90.72 11 50 00		.00
	CHECK T	O VENDOD	/CNDOD DED					59.00		.00
_	57.12.07	O VENDOR-ES	AFINDOK KED	WIRE Redwi	re .		TOTALS	857.74		0.0
Restoration Assistance	10/18/2023	~ AT'	202200 107	11 (000-						.00
		AIZ	102309 107.	11/2023 VR 2	2210.	1823-002 SEPT	T 2023 LANDFILL MAIN	Γ		
								2250.00		0.0
	CHECK TO) VENDORV	ENDOD DECT	-05.4				2230,00		.00
		VENDON>V	CINDUR REST	ORAL Restor	atio	on Assistance	TOTALS	2250.00		0.0
Katrina Richardson 1	.0/18/2023	- 7-9	/22TD 00 (0	0.40000				2200.00		.00
		7-9	7231K 09/2	9/2023 VR 2	9101	823-060 7-9/	23 MEETING TAVEL	55.18		0.0
	CHECK TO							33.16		.00
	3112011 10	VL11001/-=>V[INDOK KICH	ARDK Katrina	a Ri	chardson	TOTALS	55.18		00
RISK MANAGEMENT ASSOC IN 1	0/18/2023	- 1372	00111 1010	1 (0000						.00
		13/2	.0444 10/02	+/2023 VR 01	1018	823-165 A#602	2739 CANCER POL RENEW	J		l
RISK MANAGEMENT ASSOC IN 10	0/18/2023									00
		13/2	oo43 10/04	1/2023 VR 01	1018	323-164 A#602	739 AUTO/LIAB RENEWL	00/0.00		.00
						•		7732.50		00
							27	. , 02.00		.00

REPORT DATE	10/13/2023	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
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 VENDOR NAME	DUE DATE	PURCH, ORDER		INVOICI NUMBER			VOUCHER NUMBER	TRANSAC	CTION DESCRIPTION	TRANS N AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO	VENDOR:	==>VEND(OR RISKMGMT	RISK	MANAGEMENT	ASSOC INC	TOTALS	251307.50	.00
Keith Roddenberry	10/18/2023		-	032478	09/29/20	23 VR	01101823-00	1 LAWN SE	RVICE FOR 9/29/2	23 50.00	.00
		ECK TO	VENDOR=	>VENDO	R RODDENBE	Keith	Roddenberry	/	TOTALS	50.00	.00
Secure Records Solution	ns 10/18/2023			0203611		23 VR	01101823-140) MONTHLY	SERVICES	80.00	.00
Secure Records Solution Secure Records Solution	IS 10/18/2023			0206008	·	23 VR	01101823-141	. MONTHLY	SERVICES	80.00	.00
Secure Records Solution	15 10/18/2023		-	0208329	10/02/202	23 VR	01101823-142	? MONTHLY	SERVICES	80.00	.00
99941 9 10001 US 301011011	15 10/10/2023		-	0208611	10/09/202	23 VR	01101823-143	MONTHLY	SERVICES	80.00	.00
		CK TO	VENDOR=	=>VENDOF	R SECURERE	Secur	e Records So	lutions	TOTALS	320.00	.00
Seminole Pressure Clean	i 10/18/2023		- (0923PWCF	1 09/22/202	3 VR (01101823-100	PRESSURE	WASH COURTHOUS	Ξ	
										1900.00	.00
CCA CDAY A NEUTRA AL INVI							ole Pressure			1900.00	.00
SGA SPAY & NEUTER CLINIC									FERAL CATS	10.00	.00
		K TO V	ENDOR==	>VENDOR	SGASPAY S	SGA SP	AY & NEUTER	CLINIC	TOTALS	10.00	.00
Sonitrol of Tallahassee	10/18/2023		- 5	01511	09/25/2023	8 VR 0	1101823-157	C#R1M6032	291 10/23 SAO	104.00	.00
	CHEC	K TO VI	ENDOR==	>VENDOR	SONITROL S	onitr	ol of Tallah	assee	TOTALS	104.00	.00
Tommy Stover	10/18/2023		- 8	7778770	10/05/2023	VR 0:	1101823-139	INSTALL E	BALLAST 3RD FLOO	R 92.50	.00
	CHEC	K TO VE	ENDOR==:	>VENDOR	STOVER T	ommy S	Stover		TOTALS	92.50	.00
Tallahassee Memorial	10/18/2023		- 16	5523090	09/08/2023	VR 01	.101823-050 (G ROJAS E	MPLOYMENT SCREEN	V 205.00	.00
	CHECK	TO VE	NDOR==>	VENDOR	TALLMEMO T	allaha	ssee Memoria	al	TOTALS	205.00	.00
Teleflex Funding LLC	10/18/2023		- 07	506346	09/26/2023	VR 28	101823-004]	O NEEDLE:	S		
										1115.50	.00
	CHECK	TO VE	NDOR==>	VENDOR	TELEFLEX Te	lefle	x Funding LL	.C	TOTALS	1115.50	.00
	10/18/2023		- 50	035300 (09/28/2023	VR 22	101823-026 C	#1237569	EMPLOYEE UNIFRM	121 20	00
11 1E 1 . =	10/18/2023		- 50	035304 (09/28/2023	VR 01:	101823-070 C	#1311916		182.36	.00
UniFirst Corporation	10/18/2023	-	- 50	035710 1	10/05/2023	VR 01:	101823-152 C	#1311916	BATHROOM/MATS	189.22	.00 .00
	CHECK	TO VEN	VDOR==>1	/ENDOR (JNIFIRST Un	iFirst	Corporation	n	TOTALS	502.88	.00
Verizon Wireless	10/18/2023	_	451	13153 0	19/23/2023	VR 011	.01823-097 A ₇	#222E0110	000001 3050	E4 40	
	10/18/2023	_	451	.13153 0	19/23/2023	/R 011	.01023-09/ A	T4443UIIU #2225N110	000001 JCEO 000001 REC PARK	51.42	.00
	10/18/2023	-	451	13153 0	9/23/2023	/R 221	.01823-096 A	#22250110			.00
	10/18/2023	-	451	99845 0	9/23/2023	/R 011	01823-099 A	, #74249991	100003 6VU	102.84	.00
· · · · · · · · · · · · · · · · · · ·	10/18/2023	-	452	15922 0	9/23/2023 \	/R 011	01823-089 A#	#84254352	900001 CNTY MGR	324.16	.00
Verizon Wireless 1	10/18/2023	-	452	15922 0	9/23/2023 \	/R 011	01823-090 A#	84254352	900001 CTY BOCC	60.98	.00

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	· DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESC	RIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Verizon Wireless Verizon Wireless Verizon Wireless Verizon Wireless Verizon Wireless	10/18/2023 10/18/2023 10/18/2023 10/18/2023 10/18/2023	-	45215922 45215922 45215922	09/23/2023 09/23/2023 09/23/2023	VR 01101823-093 VR 19101823-093 VR 22101823-095	1 A#84254352900001 2 A#84254352900001 3 A#84254352900001 5 A#84254352900001 4 A#84254352900001	BUILDING FIRE SLD WST	36.07 88.95 108.21 128.38 108.21	.00 .00 .00 .00
		CK TO VENDOR=	=>VENDOR	VERIZONW Ve	erizon Wireless	TOTALS	1	.101.00	.00
WFSU	10/18/2023	-	0911186	09/01/2023	VR 29101823-061	MONT OPERA HOUSE	AMEN CRN	400.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	WFSU WF	SU	TOTALS		400.00	.00
YHAD SOLUTIONS LLC	10/18/2023	- (016XJB	09/21/2023	VR 01101823-145	REKEY/NEW LOCKS &	KEYS !	587.99	.00
	CHE	CK TO VENDOR==	=>VENDOR	YHADSOLU YHA	AD SOLUTIONS LLO	C TOTALS	Ę	587.99	.00
2k webgroup	10/18/2023	- 1	1281	09/26/2023 \	/R 01101823-015	MONTHLY SERVICES	2	270.45	.00
	CHEC	K TO VENDOR==	>VENDOR 2	2KWEBGRO 2k	webgroup	TOTALS	2	270.45	.00
			CASH A	ACCOUNT # 01	1010000	TOTALS	13255	27.64	.00
			BANK A	ACCOUNT # 01	01001611	TOTALS	13255	27.64	.00

SYSTEM DATE 10/13/20% FILES ID B		JEFFERSON (LIST OF VOUC	COUNTY BOARD CHERS TO BE P	OF COUNTY COMMIS: AID - CASH CODE (SIONERS ORDER		10 16:48:00 NIKKI
VENDOR NAME	DUE PURCHAS DATE ORDER 1	SE INVOIC NUMBER NUMBER		TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS I AMOUNT	DISC/WITH AMOUNT
CASH CODE-08008	G/L CASH ACCO	DUNT-11101000	0	CASH-CHECKI	NG-CO TRANS		
Advanced Business Syst	em 10/18/2023	- 430073	10/02/2023	3 VR 11101823-025	C#CT335601	25.04	.00
	CHECK TO V	ENDOR==>VEND	OR ADVBUSIN A	Advanced Business	Systems TOTALS	25.04	.00
AG-PRO Companies	10/18/2023	- R05849	10/03/2023	3 VR 11101823-027	5100E UTILITY TRACTOR	2600.00	. 00
	CHECK TO V	ENDOR==>VEND(OR AGPRO A	G-PRO Companies	TOTALS	2600.00	. 00
Beard Equipment Company	y 10/18/2023	- 1857549	9 10/09/2023	VR 11101823-022	DURAMAX BLADES #87 & #11	.2	
Beard Equipment Company	/ 10/18/2023	- 1857553	3 10/09/2023	VR 11101823-023	INSERT/WASHER/SCREW #87	1908.24	. 00
						1238.22	.00
	CHECK TO VE	NDOR==>VENDO	OR BEARD BE	eard Equipment Co	mpany TOTALS	3146.46	.00
Big Bend Tire Big Bend Tire	10/18/2023 10/18/2023	- 1606810 - 1606831	0 09/11/2023 8 09/25/2023	VR 11101823-010 VR 11101823-011	TIRE REPAIR #59 TIRE REPAIR #05	353.30 30.00	. 00 . 00
	CHECK TO VE	NDOR==>VENDO	R BIGBENTI Bi	ig Bend Tire	TOTALS	383.30	.00
Cintas	10/18/2023	- 69580383	7 10/03/2023	VR 11101823-026	P#19616374 UNIFORM RENTA	L 117.42	.00
	CHECK TO VE	NDOR==>VENDOR	R CINTAS Ci	ntas	TOTALS	117.42	.00
City of Monticello City of Monticello	10/10/0000	- 09230112 - 09230479	2 09/22/2023 9 09/22/2023	VR 11101823-014 / VR 11101823-015 /	∆#00050112 1484 S JEFF ∆#00050479 1456 MOSQ HYDF	49.84 R 10.33	.00 .00
	CHECK TO VE	NDOR==>VENDOR	R CITYMONT Ci	ty of Monticello	TOTALS	60.17	.00
Crystal Springs	10/18/2023	66092523	3 09/25/2023	VR 11101823-007 /	#671493115070266 WATER	134.43	.00
	CHECK TO VEN	IDOR==>VENDOR	CRYSTALS Cry	ystal Springs	TOTALS	134.43	.00
DoorKing INC	10/18/2023	2109498	10/03/2023 \	VR 11101823-001 M	ONTHLY GATE SERVICE	32.95	.00
	CHECK TO VEN	DOR==>VENDOR	DOORKING Doo	orKing INC	TOTALS	32.95	.00
Duke Energy	10/18/2023 -	0923RDDP	09/28/2023 V	/R 11101823-016 A	#930000014176		
						1072.68	.00
	CHECK TO VEN	DOR==>VENDOR	DUKE Duk	e Energy	TOTALS	1072.68	.00
ELI ROBERTS & SONS	10/18/2023 -	439399	09/27/2023 V	R 11101823-006 D		1662 62	00
ELI ROBERTS & SONS	10/18/2023 -	98775	09/27/2023 V	R 11101823-005 UN	ILEADED GAS	1663.62	.00
	CHECK TO VENI) <u> </u>	FIIDOD CUT	ROBERTS & SONS		.915.27	.00
	SHESH TO VENU	OU SAFIADOK	FLINOD ELI	NUDERIS & SUNS	TOTALS 26	578.89	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

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	VENDOR NAME	DUE DATE	PURCH, ORDER		INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACT	ION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	Jones Welding & Industr	ri 10/18/2023		-	0066749	6 09/30/2020	3 VR	11101823-017	MONTHLY F	RENTAL	102.90	.00
		СН	ECK TO	VENDOR:	==>VENDOI	R JONESWEL J	Jones	Welding & In	ndustria	TOTALS	102.90	.00
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VENDOR

NAME

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

PAGE 12 TIME 16:48:00 USER NIKKI

DUE **PURCHASE** INVOICE DUE TY VOUCHER TRANS DISC/WITH DATE ORDER NUMBER NUMBER DATE PE NUMBER TRANSACTION DESCRIPTION AMOUNT AMOUNT CHECK TO VENDOR==>VENDOR VERIZONW Verizon Wireless TOTALS 175.79 .00 CASH ACCOUNT # 111010000 **TOTALS** 56258.74 .00 BANK ACCOUNT # 0101006511 56258.74 **TOTALS** .00 FINAL REPORT TOTALS 1381786.38 🗸 .00

REPORT DATE 10/13/2023 SYSTEM DATE 10/13/2023 FILES ID

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

PAGE 13 TIME 16:48:00 USER NIKKI

SUMMARY PAGE INFORMATION

ERRORS DETECTED:

SELECT CRITERIA:

DUE DATE 10/18/2023 TO 10/18/2023

VENDOR

VOUCHER 001 TO 99999

CASH CODE 01001 08008

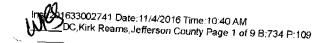
INCLUDE DORMANT CREDIT MEMOS?..: Y

END OF REPORT

Inst. Number: 201633002741 Book: 734 Page: 109 Date: 11/4/2016 Time: 10:40:53 AM Page 1 of 9

Kirk B Reams Clerk of Courts, Jefferson County, Florida

Prepared by: Fred Fox Enterprises, Inc. P.O. Box 840338 St. Augustine, Florida 32080



MORTGAGE (Deferred Payment Loan) (For the Jefferson County CDBG Housing Rehabilitation Program)

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions and modifications of the Note; (b) the payment of all other sums as provided in this Mortgage, advanced under to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgages to Lender and Lender's successors and assigns, the following described property located in Jefferson County, Florida:

LEGAL DESCRIPTION

15.00 ACRES ALL OF NE1/4 OF SE1-4 S OF ST RD 158B & N OF GRADED RD EX 2.25 AC --ORB 67 P 199 & 91 P 160 & 444 P 233 & 723 P716

Property Address: 1107 Nash Rd, Lamont, Florida 32336

Property Tax Parcel Identification Number: 22-1N-4E-0000-0122-0000

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unencumbered except for encumbrances of record acceptable to the Lender. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to such encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal; Prepayment. Borrower shall promptly pay when due the principal of the debt evidenced by the Note, and other fees required and due under this Mortgage.
- 2. Application of Payments. All payments received by Lender under paragraph 1 shall be applied to any outstanding principal due.
- 3. Taxes; Charges; Liens. The Borrower shall perform all of the Borrower's obligations, including Borrower's covenant to make payments when due. Borrower shall pay all taxes, assessments, liens, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any other lien which shall have attained priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in amounts commensurate with the value of the Property for the duration of the Note. The insurance carrier providing the insurance shall be chosen by Borrower from carriers licensed in the State of Florida with an A.M. Best rating of A+ VII. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by the Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within One Hundred and Twenty Days after the execution of this Security Instrument and continue to so occupy the Property for five (5) years or until sold. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning (i) Borrower's occupancy of the Property as a principal residence and (ii) Borrower's income.

The Borrower acknowledges that this "Loan" subjects the Property to certain use and occupancy restrictions limiting the Property's use to affordable housing for low or very low income households within the meaning of the Jefferson County Housing Assistance Plan. The violation of such restrictions shall entitle the Lender to the remedies provided in Section 18 hereof.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable costs and attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear no interest and shall be payable upon notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice five days prior to an inspection specifying reasonable cause for the inspection.
- 8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument must execute the Note.
- 9. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, postage prepaid. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender.

Any notice to Lender shall be given by receipted delivery or certified mail to Lender's address stated as follows:

Jefferson County c/o County Commission 1 Courthouse Circle, Monticello, Fl 32344

or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 10. Governing Law; Severability. This Security Instrument shall be governed by the law of the State of Florida. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 11. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent (including a transfer of all or any part of the Property to any person who does or does not use the Property for affordable housing in compliance with the Jefferson County Housing Assistance Program), Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 13. Change of Loan Servicer. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 11 above. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.
- 14. No Assignment. Until the loan secured by this Mortgage has been satisfied in full, the Lender and the Borrower agree that the Note and the Security Instrument will not be assigned without the Lender's prior written consent.
- 15. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the temporary presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual

knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of Florida that relate to environmental protection.

- 16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure on the Property. If the default is not cured by the Borrower on or before the date specified in the notice, then Lender at its option may demand immediate payment in full of all sums secured by this Security Instrument and invoke any remedies permitted by Florida law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorney's fees, court costs and costs of title evidence.
- 17. Release. Upon payment of all sums secured and required by this Security Instrument, or the passage of five (5) years from the date of this mortgage (the grant qualifying period for CDBG), Lender shall execute and record a satisfaction of this Security Instrument for the CDBG Grant in the amount of § 25,130.00 without charge to Borrower; and Lender shall deliver the original Note to Borrower.
- 18. Program Strategy. This Security Instrument and associated Note are assisting in providing a housing unit under the Jefferson County Housing Assistance Program (CDBG).

\$ 25,130.00

CDBG Rehabilitation/Replacement

The housing assistance is in the amount of \$_25,130.00\$ and shall bear no interest. The loan commences upon receipt of the CO and terminates on sale of the Property by Borrower or the 5 year residence has ended.

19. The Satisfaction of Mortgage shall be executed upon payment of the original loan principal amount as required by the corresponding Jefferson County Housing Assistance Plan.

For owner-occupied housing units sold within five (5) years of the date of this mortgage by the Borrower receiving assistance under the program, repayment of the principal loan amount on the loan shall be required $1/20^{th}$ of the total loan amount is forgiven each full year.

BY SIGNING BELOW, the Borrower accepts and agrees to Lender's terms and

covenants contained in this Mortgage. BORROWER: WITNESSES: (1)Sign: Mu N L Printed name: Melissa N Fox (2) Sign:_____ Owners Signature -Printed name: STATE OF FLORIDA COUNTY OF JEFFERSON The foregoing instrument was acknowledged before me this 21 day of September , 2016 by <u>Lutrelle Ervin</u>, BORROWER, who are personally known to me or who has produced _____ (passport or driver's license) as identification. NOTARY PUBLIC Printed name: Commission No.: Commission Expiration: DAVID FOX MY COMMISSION # EE 853961 Seal: EXPIRES: November 26, 2016 londed Thru Notary Public Underwriters

PROMISSORY NOTE

(For the Jefferson County CDBG Program))

September 21, 2016

Jefferson County, Florida

Lutrelle Ervin, 1107 Nash Rd, Lamont, Florida 32336 (the "Property")

1. Borrower's promise to pay. In return for a loan I have received (the "Loan"), I promise to pay Twenty Five Thousand One Hundred Thirty & 00/100 Dollars (\$25,130.00) (this amount is called the "Principal"), to the order of the Lender. The Lender is Jefferson County, a political subdivision of the State of Florida. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note holder".

The loan evidenced by this Note is being made pursuant to Jefferson County's Housing Assistance Program and the regulations issued there-under.

- 2. Interest. This Note shall bear no interest.
- 3. Payments. All amounts required to be paid under this Note shall be payable at Jefferson County, 1 Courthouse Circle, Monticello, Fl 32344 (c/o Community Development Block Grant), or at such place as Lender from time to time may designate in writing.

No payments of principal will be due and payable on this Note until: such time as the property securing this Note is sold, when the Borrower no longer occupies the property (residence) securing the CDBG loan within five (5) years of the date above, or refinancing when the applicant takes 'cash out'. At the time of such sale, non-occupancy or refinancing with cash out, all Principal shall be due and owing. After (5) years from the date of this note, the entire loan amount is forgiven and this note will be expired. 1/20 of the Loan Amount will be forgiven each full year.

The indebtedness evidenced by this Note and any other financial obligation which hereafter may be imposed on me by Lender, is subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a note payable to a Senior Lender which note is secured by a first mortgage on the property.

- 4. Borrower's failure to pay as required.
- (a) Default. If I do not pay the full amount as due when I sell the property securing this loan or if I no longer occupy the assisted unit as my primary residence within 5 years of the date of this note, I will be in default.
- (b) Payment of Note holder's costs and expenses. If the Note holder has required me to pay immediately in full as described above, the Note holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees and court costs.
 - 5. Notices.

Any notice that must be given under this Note will be given by delivering it or by mailing it by certified mail, postage prepaid, to me at the property address above. Any notice that must be given to the Note holder under this Note will be given by delivery or mailing it by certified mail, postage prepaid, to the Note holder at the address set out in paragraph 3 above.

6. Security.

- (a) This Note is secured by, among other things, a Mortgage Security Agreement ("Mortgage") bearing the date of this Note, executed and delivered by Borrower, as Mortgagor, to Lender, as Mortgagee, encumbering property in Jefferson County, Florida as more fully described in the Mortgage.
- (b) This Note is further secured by my (our) wages, salaries, and other sources of income.
- (c) All of the agreements, conditions, covenants, provisions and stipulations contained in the Mortgage and security documents that are to be kept and performed by Borrower and any guarantors of the Note, are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set out herein, and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.
- 7. Prepayment. Borrower may prepay the entire remaining amount of this Note on any date.
- 8. Obligation of Borrower(s) under this Note. If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed.

Any person who, after obtaining written consent from Note holder, takes over these obligations is also obligated to keep all of the promises made in this Note. The Note holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers.

- (a) Borrower hereby waives and releases all benefit that might accrue to Borrower by virtue of any present or future laws of exemption with regard to real or personal property or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Borrower agrees that any real estate that may be levied upon under a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Lender.
- (b) Borrower hereby jointly and severally waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and they agree that each shall have unconditional liability without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender.
- (c) Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by

Inst. Number: 201633002741 Book: 734 Page: 117 Date: 11/4/2016 Time: 10:40:53 AM Page 9 of 9 Kirk B Reams Clerk of Courts, Jefferson County, Florida Kirk B Reams Clerk of Courts, Jefferson County, Florida Kirk B Reams

Lender, and then only to the extent specifically set forth in writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

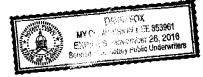
10. Forgiveness.

The CDBG loan shall be a grant and all debt owed will be forgiven if the Borrower(s), passes away after the completion of the home. The County Commission reserves the right to waive the loan in cases of hardship.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note on the date set forth above.

WITNESSES:	BORROWER:
(1)Sign: Mu M. S. Printed name: Melissa N. Fox	Statulle Evrin Owners Signature – Lutrelle Ervin
(2) Sign:	Owners Signature –
STATE OF FLORIDA COUNTY OF JEFFERSON	
The foregoing instrument was acknowl September , 2016 by Lutt personally known to me or who has produced license) as identification.	Printed name: Commission No.: Commission Expiration: Commission Expiration E
DAVIDROY	DAVIC FOX





Prepared by: Fred Fox Enterprises, Inc. P.O. Box 840388 St. Augustine, Florida 32080-0335

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENT: That the Jefferson County CDBG Housing Program a municipal corporation of the State of Florida, the owner and holder of a certain mortgage deed executed by Lutrelle Ervin, 1107 Nash Rd, Lamont, Florida, bearing date the 21st of September A.D. 2016, recorded in Official records Book _734__ pages 109-164_ in office of the Clerk of the Circuit Court of Jefferson County, State of Florida; given to secure the sum of Twenty-Five Thousand One Hundred Thirty & 00/100_Dollars (\$25,130.00) evidenced by certain note, upon the following described property, situate, lying and being in Jefferson County, State of Florida, to wit:

LEGAL DESCRIPTION

15.00 ACRES ALL OF NE1/4 OF SE1-4 S OF ST RD 158B & N OF GRADED RD EX 2.25 AC -- ORB 67 P 199 & 91 P 160 & 444 P 233 & 723 P716

Property Address: 1107 Nash Rd, Lamont, Florida 32336

Property Tax Parcel Identification Number: 22-1N-4E-0000-0122-0000

Hereby acknowledge full payment of said indebtedness due to length of mortgage expiring and do hereby acknowledge satisfaction of said mortgage and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

	nid corporation has caused these presents to be executed				
	to be hereunto affixed by its proper officers thereunto day of, A.D. 2023.				
	JEFFERSON COUNTY				
	Chris Tuten, Chairman Printed Name and Title				
Signed, sealed and delivered in pr	resence of;				
Signature	Signature				
Printed Name	Printed Name				
STATE OF FLORIDA COUNTY OF JEFFERSON					
	subscribed before me by means of physical presence or ay of, 2022, by				
	NOTARY PUBLIC				
	By				
	Printed name:				
	Commission No.:				
	Commission Expiration:				

Personally Known OR Produced Identification

Type of Identification Produced: _	

Board of County Commissioners Agenda Request

Date of Meeting: October 18, 2023

Date Submitted: October 13, 2022

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Paula Carroll, Director, County Division of Emergency Management

Subject: Approval of Federal Grant Agreement for FEMA Public Assistance Funding

related to Hurricane Idalia

Statement of Issue: This agenda item requests Board approval of a Federal Grant Agreement, Agreement No. Z3899 (the "Agreement"), with the Florida Division of Emergency Management (the "Division") to accept Federal Emergency Management Agency (FEMA) Public Assistance funds for Hurricane Idalia recovery activities.

Background: The County is eligible to receive FEMA Public Assistance Funds to cover the costs of debris removal, emergency protective measures, roads and bridges, water control facilities, buildings and equipment, utilities, and other costs related to recovery from Hurricane Idalia. The amount of funding is limited to the amount obligated by FEMA for all projects that FEMA approves for the County. The Agreement obligates the County to the perform the work as approved by FEMA and to provide the necessary documentation to substantiate the work completed. Payments to the County from the Division will be made as cost reimbursement or as advance payment under the terms of the Agreement.

Anticipated projects to be funded under the Agreement are currently estimated at \$2,921,699.46. Current projects include debris removal performed by County staff, operation of emergency shelter, road repairs, and roof repairs for the emergency shelter.

<u>Analysis:</u> Following Board approval of the Agreement, Staff will work with the Division to secure FEMA approval of projects, to document and substantiate work completed, and to secure cost reimbursement or advance payment of FEMA Public Assistance funds.

Options:

- 1. Approve Federal Grant Agreement for FEMA Public Assistance Funding related to Hurricane Idalia
- 2. Do Not Approve Federal Grant Agreement for FEMA Public Assistance Funding related to Hurricane Idalia

3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Federal Grant Agreement, Agreement No. Z3899, with the Florida Division of Emergency Management for Hurricane Idalia FEMA Public Assistance Funds

Agreement Number: Z3899

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided purs	suant to 2 CFR §200.332(a)(1):
Subrecipient's name:	Jefferson County
Subrecipient's unique entity identifier:	RKSHENU7WK74
Federal Award Date:	09/01/2023
Subaward Period of Performance Start and End Date (Cat A-B):	08/31/2023 - 2/29/2024
Subaward Period of Performance Start and End Date (Cat C-G):	08/31/2023 - 2/28/2025
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
Total Amount of Federal Funds Obligated to the Subrecipient	
by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient	
by the pass-through entity:	
Federal award project description (see Federal Funding	
Accountability and Transparency Act (FFATA):	Grant for communities to respond to and
	recover from major disasters or
	emergencies and for limited mitigation
	measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS)
	Federal Emergency Management Agency
	(FEMA)
Name of pass-through entity:	Florida Division of Emergency
	Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd.
	Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
	Disaster Grants - Public Assistance (Presidentially
	Declared Disasters)
THIS AGREEMENT is entered into by the State of Flor	ida, Division of Emergency Management, with
headquarters in Tallahassee, Florida (hereinafter referred to as the	e "Division"), and
(hereinafter referred to as the "Subrecipient").	
THIS AGREEMENT IS ENTERED INTO BASED ON THE	FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. In addition to the foregoing, the Subrecipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:
 - i. Monitor and document Subrecipient performance; and
 - ii. Review and document all deliverables for which the Subrecipient requests payment.
 - b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings

Title Finance & Administration Manager

Bureau of Recovery

Address: Florida Division of Emergency Management

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Telephone: (850) 815-4458

Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Shannon Metty
Address: 445 W Palmer Mill Rd
Monticello, FL 32344

Telephone: (850) 342-0223

Email: smetty@jeffersoncountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) **FUNDING**

- a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR 4734 Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.
- b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

- a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.
- b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

(12) RECORDS

- a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
- b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) <u>AUDITS</u>

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

- a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.
- b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.
- c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

- a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

- a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.
 - b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

- c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.
- d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Attachment A Certification Regarding Debarment
 - ii. Attachment B Systems Access Form
 - iii. Attachment C Certification Regarding Lobbying

Agreement Number: Z3899

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Jefferson County				
Ву:				
Name:	(Signature) Chris Tuten			
Title:	Chairman of the Jefferson County Board of County Commissioners			
Date:				
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT				
By: G	overnor's Authorized Representative			
Date:				

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- 3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Ву:	Jefferson County	
Signature	Subrecipient's Name	
Chris Tuten, Chairman of the Board of County Com	missioners Z3899	
Name and Title	DEM Contract Number	
445 W Palmer Mill Rd		
Street Address		
Monticello, FL, 32344		
City, State, Zip		
Date		

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority.** A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

- **Block 1:** "Authorized Agent" This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).
- **Block 2:** "Primary Contact" This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).
- **Block 3:** "Alternate Contact" This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).
- **Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.
- **Block 7 12:** "Other" (Read Only Access) There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM

FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Subrecipient: Jefferson County			
Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)		
Name Shannon Metty	Name Paula Carroll		
Signature	Signature		
Organization / Official Position Jefferson County / County Manager	Organization / Official Position Jefferson County Sheriff's Office/ Director, County Div. of Em. Mgmt.		
Mailing Address 445 W Palmer Mill Road	Mailing Address 169 Industrial Park		
City, State, Zip Monticello, FL 32344	City, State, Zip Monticello, FL 32344		
Daytime Telephone (850) 342-0223	Daytime Telephone (850) 342-0211		
E-mail Address smetty@jeffersoncountyfl.gov	E-mail Address paula.carroll@jcso-fl.org		
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)		
Name	Name Gus Rojas		
Signature	Signature		
Organization / Official Position	Organization / Official Position Jefferson County / Budget Director		
Mailing Address	Mailing Address 445 W Palmer Mill Road		
City, State, Zip	City, State, Zip Monticello, FL 32344		
Daytime Telephone	Daytime Telephone (850) 342-0223		
E-mail Address	E-mail Address grojas@jeffersoncountyfl.gov		
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)		
Name	Name		
Signature	Signature		
Organization / Official Position	Organization / Official Position		
Mailing Address	Mailing Address		
City, State, Zip	City, State, Zip		
Daytime Telephone	Daytime Telephone		
E-mail Address	E-mail Address		
The above contacts may utilize the FDEM Grants Management Syste Assistance Grant according to their level of access. The Subrecipient is	em to perform the Subrecipient's responsibilities regarding the Public s responsible for ensuring that all contacts are correct and up-to-date.		
Subrecipient Authorized Representative Signature			
Date			

SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Jefferson County	Date:
Box 7: Other (Read Only Access)	Box 8: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: Other (Read Only Access)	Box 10: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: Other (Read Only Access)	Box 12: Other (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Subrecipient's Fiscal Year (FY) Start: Month:	Day:
Subrecipient's Federal Employer's Identification Numbe	
	it Purposes: Florida Division of Emergency Management
Subrecipient's: FIPS Number (If Known) 065-	99065-00

Attachment C **Certification Regarding Lobbying**

APPENDIX A, 44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor,	
Signature of Subrecipient/contractor's Authorized Official	_
Shannon Metty, County Manager	
Name and Title of Subrecipient/contractor's Authorized Official	_
- Data	_

FPN: <u>448613-2-34-01</u>	Fund: <u>SCWR</u> Org Code:	FLAIR Catego	ory:
FPN:	Fund: Org Code:	FLAIR Catego	ory:
FPN:	Fund: Org Code:	FLAIR Catego	ory:
County No: <u>54 - Jefferson</u>	Contract No:	Vendor No: <u>F</u>	596000690004
by and between the State of Florid ("Recipient"). The Department and the Recipient are som NOW, THEREFORE, in consideration agree to the following:	netimes referred to in this Ag	reement as a "Party" and colle	ectively as the "Parties".
agree to the following: 1. Authority: The Department is and (select the applicable stat ☐ Section 339.2817 Florida S ☐ Section 339.2818 Florida S ☐ Section 339.2816 Florida S ☐ Section 339.2819 Florida S	authorized to enter into this utory authority for the prograstatutes, County Incentive Gatatutes, Small County Outrestatutes, Small County Road Statutes, Transportation Reg	s Agreement pursuant to Secti m(s) below): rant Program (CIGP), (CSFA 5 ach Program (SCOP), (CSFA Assistance Program (SCRAP ional Incentive Program (TRIP	ions 334.044, 334.044(7), 55.008) 55.009) r), (CSFA 55.016)
☐ Section 339.2819 Florida S	•	ional Incentive Progra	am (TRIP

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in <u>CR 149 Boston Highway Resurfacing</u>, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before October 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- **4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - **d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- **a.** The estimated cost of the Project is \$174,540.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, **Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$174,540.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - **ii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- **c.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- **d.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- **d.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- **10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - **ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms** and **Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- **g.** The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•				•
		☐ shall n	ot				
	maintain the improvements located on th	ne Department	riaht-of-	wav made	for their useful	ife. If the Re	cipient

is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J", State Financial Assistance (Florida Single Audit Act) to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

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 Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- **c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- **d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- **f.** The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. Expressly require any contractor and 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 contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- **g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- **b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a.	Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
b.	☐ The Project will involve construction, therefore, Exhibit "C" , Engineer's Certification of Compliance is attached and incorporated into this Agreement.
c.	☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H" , Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
d.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K" , Advance Project Reimbursement is attached and incorporated into this Agreement.
e.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
f.	☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional	Exhibit(s):

The remainder of this page intentionally left blank.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 05/23

STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT Jefferson County BOCC	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	By:
Name:	Name: Tim Smith, P.E.
Title:	Title: <u>Director of Transportation Development</u>
	Legal Review:
	Ву:
	Name:

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448613-2-34-01
s exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
erson County BOCC (the Recipient)
OJECT LOCATION:
The project is on the National Highway System.
The project is on the State Highway System.
OJECT LENGTH AND MILE POST LIMITS: 2.806

PROJECT DESCRIPTION: This project is for the survey, design, and permitting for CR 149 Boston Highway from Still Road to Giley Road. The scope of services for this project will include survey, design, permitting and preparation of construction plans and specifications for widening and resurfacing the roadway to two 11' travel lanes with 3' paved shoulders. Drainage improvements will include evaluating all driveway side drain pipes and miter-end sections due to their condition and to keep drainage connectivity, as needed.

Signage exists within the project limits and will be evaluated to determine the need for additional signs, correcting redundant or conflicting signage and the replacement of existing signage, as needed. New thermoplastic striping and RPM's will also be included in the project. All work will be completed within existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipent shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by October 31, 2024.
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by
- f) Construction to be completed by

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0B PROGRAM MANAGEMENT 8/21 Page 1 of 1

EXHIBIT B SCHEDULE OF FINANCIAL ASSISTANCE

Jefferson County Bo 1 Courthouse Circle Monticello, Florida	2			443613-2-34-01	
			MAXIMUM PA	ARTICIPATION	
PHASE C	PF WORK by Fiscal Year:	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2024	Maximum Department Participation (Jefferson County)	\$174,540.00	\$	\$174,540.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
	Total Design Cost	\$174,540.00 100.00%	\$ 0.00 %	\$174,540.00 100.00%	
Right-of-Way- Phase FY:	44 Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	\$ 0.00	\$ 0.00 %	\$ 0.00 %	
Construction- Phase FY:	54 Maximum Department Participation (Insert Program Name	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
	Total Construction Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Con	struction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	In-Kind Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
	Total Cost	\$ 0.00	\$ 0.00 %	\$ 0.00 %	
	TOTAL COST OF THE PROJECT	\$174,540.00	\$ 0.00	\$174,540.00	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0D PROGRAM MANAGEMENT 05/21 Page 1 of 1

RECIPIENT RESOLUTION

EXHIBIT D

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOUR	RCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:		
Awarding Agency:	Florida Department of Transportation		
State Project Title and CSFA Number:	 □ County Incentive Grant Program (CIGP), (CSFA 55.008) □ Small County Outreach Program (SCOP), (CSFA 55.009) □ Small County Road Assistance Program (SCRAP), (CSFA 55.016) □ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) □ Insert Program Name, Insert CSFA Number 		
*Award Amount:	\$174,540.00		
*The state award amount may change with supplemental agreements			
Specific project inform	nation for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx		
COMPLIANCE REQUAGREEMENT:	JIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS		
	Compliance Requirements for CSFA Number are provided at: fsaa/searchCompliance.aspx		

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

RESOLUTION NO.	
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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING STATE-FUNDED GRANT AGREEMENT WITH FDOT RELATING TO SCOP FUNDING FOR CR 149 (BOSTON HIGHWAY) WIDENING AND RESURFACING PROJECT; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jefferson County, Florida, has requested the State of Florida, Department of Transportation, provide financial assistance for costs directly related to the survey, design, permitting, and preparation of construction plans and specifications required to widen and resurface approximately 2.806 miles of CR 149 (Boston Highway) from Still Road to Giley Road (the "Project"); and

WHEREAS, the State of Florida, Department of Transportation, has provided the County with financial assistance under Financial Project No. 448613-2-34-01 for costs directly related to the Project; and

WHEREAS, Jefferson County finds it's in the best interest of the public health, safety, and welfare to accept the grant funds in the amount of \$174,540.00 to fund the Project; and

WHEREAS, the State of Florida, Department of Transportation requires that a Resolution be passed by the Board of County Commissioners of Jefferson County, Florida, to execute and enter into the Supplemental Agreement.

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

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

SECTION 2. APPROVAL OF AGREEMENT. The attached "State-Funded Grant Agreement" for CR 149 (Boston Highway) Widening and Resurfacing, Financial Project No. 448613-2-34-01, is hereby approved and the Chairman of the Board of County Commissioners of Jefferson County, Florida, is authorized to execute the same.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

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

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

	Chris Tuten, Chair	
ATTEST:		
Clerk of the Circuit Court		
APPROVED AS TO FORM:		
Heather J. Encinosa, Esq.		

ATTACHMENT A AGREEMENT

DEPARTMENT OF CHILDREN AND FAMILIES SUBSTANCE ABUSE AND MENTAL HEALTH (NORTHWEST REGION)

NWF Health Network
Substance Abuse and Mental Health Managing Entity

Jefferson County

Designated Receiving System and Behavioral Health Transportation Plan

JEFFERSON COUNTY BEHAVIORAL HEALTH TRANSPORTATION PLAN

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Jefferson County Designated Receiving System and Behavioral Health Transportation Plan

Introduction

In accordance with Chapter 394, Part 1, Florida Statutes (the "Florida Mental Health Act" or the "Baker Act", Florida Statute Chapter 397, (the Hal S. Marchman Alcohol and Other Drug Services Act of 1993), and specifically sections 394.4573 and 394.462, Florida Statutes, this plan has been developed to organize:

- a centralized system for transportation of persons in need of emergency behavioral health services to an authorized centralized receiving facility; and
- a designated central receiving system to ensure the provision of the "No Wrong Door" model provided in Section 395.4573, Florida Statutes.

This plan requires approval by the Jefferson County Board of County Commissioners and NWF Health Network (Substance Abuse and Mental Health Managing Entity). Upon approval this document will service as the designated receiving system and transportation plan for Jefferson County.

The intent of this plan is:

- 1. An arrangement centralizing and improving the provision of services for individuals accessing emergency behavioral health services;
- An acknowledgement and agreement of Apalachee Center as the Central Receiving Facility for the purposes of transporting individuals accessing emergency behavioral health services;
- 3. A specialized transportation system that provides an efficient and humane method of transporting patients to the Central Receiving Facility (Apalachee Center).

Purpose

In the continued best interest of persons in need of public mental healthcare in Jefferson County it is agreed that approval and subsequent renewal of this plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Jefferson County Transportation Plan. The Transportation Plan will ensure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute services and will provide the following community benefits:

- 1. Provide for a Central Receiving Facility that is consistent with the "No Wrong Door Model" that serves as a single-entry point for persons with mental health or substance use disorders, or co-occurring disorders.
- Minimize the amount of time Law Enforcement and Emergency Medical Services
 personnel spend of administration functions when transporting individuals needing
 involuntary Baker Act/Marchman Act services;
- 3. Provide the opportunity for Jail Diversion for individuals where it would be more appropriate than incarceration;

4. Community cost-savings by having a streamlined system of care that minimizes wait times and focuses on getting individuals connected to the appropriate service (Crisis Stabilization or Detox) rather than Emergency Room Services for behavioral health needs.

Jefferson County's Designated Receiving System (DRS)

The Plan calls for all law enforcement agencies in Jefferson County to transport *all individuals* (adults on an involuntary Baker Act, adults on an involuntary Marchman Act, youth under the age of 18 years on an involuntary Baker Act, and youth under the age of 18 years on an involuntary Marchman Act) to the Central Receiving Facility at Apalachee Center. This facility is located at the current Apalachee address: **2634 Capital Circle NE, Tallahassee, FL 3230**.

An agreement has been reached between the City of Jefferson Police Department and the Jefferson County Sheriff's office regarding transportation and mutual support during transport. The City of Monticello Police Department has agreed to be the responsible transportation entity for any individual requiring involuntary behavioral health service when identified in the City of Monticello. The Jefferson County Sheriff's Office has agreed to be the responsible transportation entity for any individual requiring involuntary behavioral health services when identified in their jurisdiction and outside of the City of Monticello. When one law enforcement agency is providing transportation for involuntary behavioral health emergencies, the other agency will provide mutual support until the transporting officer is able to return to their respective jurisdiction.

The Central Receiving Facility (CRF) will serve as the single point of access within the Central Receiving System (CRS) for all individuals transported under the Baker and Marchman Acts for Circuit 2, plus Jefferson Counties. This single point of entry will support the "No Wrong Door" model as described in s. 394.4573 (2)(b)2, and will guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility location every time when they are subject to the Baker or Marchman Act. Through the assessment process at the Central Receiving Facility, all individuals will be linked with the appropriate level of care (inpatient and/or outpatient) and to the appropriate service provider that can meet their identified needs. Partners in the Central Receiving System includes inpatient programs at Apalachee Center, Tallahassee Memorial Hospital Behavioral Health, and HCA Florida Capital Hospital Behavioral Health.

Central Receiving Facility Council

The purpose of the Central Receiving Facility Council is to discuss the operation of the Central Receiving Facility, including any issues regarding local Transportation Plans. The council meets quarterly to discuss CRF-related initiatives, community improvement strategies, crisis intervention team trainings, etc. The CRF is composed of, but not limited to, representatives of the following agencies: Department of Children and Families, local government and law enforcement, Apalachee Center, HCA Florida Capital Hospital, Tallahassee Memorial Healthcare, NWF Health Network, Big Bend Mental Health Coalition, DISC Village, NAMI Tallahassee and other behavioral health providers.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closet medical hospital. Law Enforcement does not have an obligation to complete a secondary transfer from the emergency department to the Central Receiving Facility once law enforcement has delivered someone to the emergency department for a medical emergency/issue.

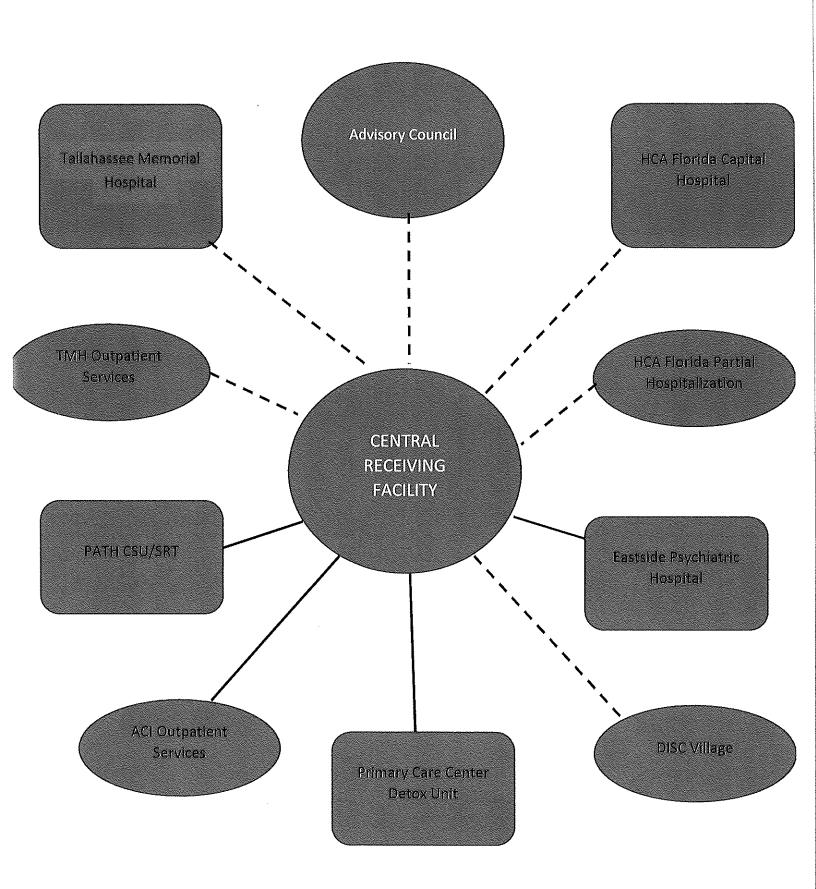
Choice

With Apalachee Center's designation through a grant award from the Florida Department of Children and Families, Law Enforcement will transport all individuals requiring behavioral health services to a Central Receiving Facility at Apalachee Center. From here Apalachee Center will collaborate with other crisis stabilization units to appropriately place individuals where needs can be met.

System Oversight

The following chart identifies the relationships between the Central Receiving Facility and the inpatient facilities or partner agencies that are participating in the Central Receiving System. The chart includes the Advisory Council who will provide oversight and guidance to the project. The Advisory Council will include representatives from all three hospitals, law enforcement agencies, NWF Health Network Managing Entity, A Peer Specialist, NAMI, and a Circuit 2 Judiciary representative.

The solid blue line indicates an Apalachee Program and the dotted black line indicates a partner agency or council.



Inter-organizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration form all parties involved. Besides having the strong support of law enforcement and the behavioral providers, local hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Central Receiving Facility, streaming efforts from persons in need of behavioral health services including transportation as outlined in the plan.

DEFINITIONS

Baker Act:

The Florida Mental Health Act

Marchman Act:

The Hal S. Marchman Alcohol and Other Drug Services

Act

Central Receiving Facility:

Receiving facility designated by the Department of Children and Families to accept and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.

This eight (8) page Memorandum of Agreement is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOA for any of the parties or for any third party beneficiaries. This Memorandum of Agreement is effective upon signing and shall end three years from date of final signature unless extended in writing by the parties. A party may terminate their involvement in the memorandum without cause upon written notice to the remaining parties.

s the authorized representative of <u>Jefferson County Sheriff's Office</u> ttest to the following (initial only those statements that apply).	(Name of Agency or Entity), (
X My agency/entity has collaborated in the planning proces	s and supports the plan's provisions.
X My agency/entity has entered into the necessary formal a of the BHRS plan are properly implemented, including contracts, wr other binding arrangements.	agreements to ensure the provisions itten memoranda of agreement, or
X My agency /entity holds and has the capacity to maintain licenses, certifications, or designations) to provide the array of service in the BHRS plan.	the necessary credentials (i.e., ices my agency is specified to
X My agency/entity has procedures in place to document a activities provided.	and report on agreed upon tasks and
Comments:	
	the has containts of the BHRS plan.
My signature serves as attestation that my Agency/Entity agrees wit	
	<u>Sheriff</u>
Signature and Date of Agency/Entity Representative	Title
Mac McNeill, Sheriff	
Printed Name of Agency/Entity Representative	

the authorized representative of	Apalachee	Center,	Inc	(Name
the authorized representative of Agency or Entity), I attest to the follo	owing (initial only thos	e statements tha	t apply).	
My agency/entity has collab	porated in the planning	g process and sup	ports the plan's p	rovisions.
My agency/entity has enter of the BHRS plan are properly impler other binding arrangements.	·			
My agency /entity holds an licenses, certifications, or designatio provide in the BHRS plan.				
My agency/entity has proceed activities provided.	edures in place to doc	ument and report	on agreed upon t	tasks and
omments:				
My signature serves as attestation that	at my Agency/Entity a	grees with the cor	ntents of the BHR	S plan.
Sm Can	6/30/23		(00	
Signature and Date of Agency/Entity	Representative		Title	
Sue Conger		·		
Printed Name of Agency/Entity Renre		•		

As the authorized representative of Tallahasee Memorial Westhere (Name
of Agency or Entity), I attest to the following (initial only those statements that apply).
My agency/entity has collaborated in the planning process and supports the plan's provisions.
My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.
Comments:
Gadsden Hadison
Liberty Wallet
Tourton
Frenklin
Tellerson
My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.
Jeellufuring Service Live Administration
Signature and vate of Agency/Entity Representative Title
Hater Lincicomp / Tull Behavioral Wearth
Printed Name of Agency/Entity Representative

Behavioral Health Receiving System Attestation

As the authorized representative of <u>Tallahassee Medical Center</u>, <u>Inc. d/b/a HCA Florida HCA Florida Capital</u> <u>Hospital</u>, I attest to the following (initial only those statements that apply).

My agency/entity has collaborated in the planning process and	supports the plan's provisions.
My agency/entity has entered into the necessary formal agree of the BHRS plan are properly implemented, including contracts, writter other binding arrangements.	
My agency /entity holds and has the capacity to maintain the r licenses, certifications, or designations) to provide the array of services provide in the BHRS plan.	
My agency/entity has procedures in place to document and reactivities provided.	port on agreed upon tasks and
Comments:	
My signature serves as attestation that my Agency/Entity agrees with the	contents of the BHRS plan.
Mabeth anderson	Chief Nursing Officer
Signature and Date of Agency/Entity Representative	Title

<u>Tara Beth Anderson / Tallahassee Medical Center, Inc. d/b/a HCA Florida Capital Hospital</u>
Printed Name of Agency/Entity Representative

Behavioral Health Receiving System Attestation

As the authorized representative of SEDNET REGION 2B	(Name
of Agency or Entity), I attest to the following (initial only those statements that apply).	
My agency/entity has collaborated in the planning process and supports the plan's	provisions.
My agency/entity has entered into the necessary formal agreements to ensure the of the BHRS plan are properly implemented, including contracts, written memoranda of agree other binding arrangements.	•
My agency /entity holds and has the capacity to maintain the necessary credentials licenses, certifications, or designations) to provide the array of services my agency is specific provide in the BHRS plan.	
My agency/entity has procedures in place to document and report on agreed upon activities provided.	tasks and
Comments:	

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHR	S plan.
Karin L. Aerold 6/21/23	;
Signature and Date of Agency Entity Representative Title	
Karin Gerold	

Printed Name of Agency/Entity Representative

DISC Village, Inc. As the authorized representative of(N.	ame
of Agency or Entity), I attest to the following (initial only those statements that apply).	ume
My agency/entity has collaborated in the planning process and supports the plan's provision	ıs.
My agency/entity has entered into the necessary formal agreements to ensure the provision of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, cother binding arrangements.	
My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.	
My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.	d
Comments:	
My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.	
Operations Director	
Signature and Date of Agency/Entity Representative Title	
DISC Village, Inc.	
Printed Name of Agency/Entity Representative	

As the authorized representative of	OCF/SIMIT	(Name
of Agency or Entity), I attest to the following (initia	al only those statements that apply)).
My agency/entity has collaborated in the	he planning process and supports th	ne plan's provisions.
My agency/entity has entered into the of the BHRS plan are properly implemented, inclother binding arrangements.		
My agency /entity holds and has the ca licenses, certifications, or designations) to provid provide in the BHRS plan.		· · · · · · · · · · · · · · · · · · ·
My agency/entity has procedures in pla activities provided.	ace to document and report on agre	ed upon tasks and
Comments:	ing Hay	
My signature serves as attestation that my Agency	y/Entity agrees with the contents of	the BHRS plan.
257/0	6/23	5 17.25
Signature and Date of Agency/Entity Representati		Title
Coray Chefin		
Printed Name of Agency/Entity Representative		

RESOLUTION NO. 2023-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ORDERING THE EXTENSION OF THE TAX ASSESSMENT ROLLS IN ACCORDANCE WITH SECTIONS 197.323 AND 193.122, FLORIDA STATUTES; PROVIDING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

- **WHEREAS,** pursuant to Section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the tax assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and
- **WHEREAS,** Section 193.122, Florida Statutes sets forth provisions for the certification of the tax assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and
- **WHEREAS,** the completion of the Jefferson County Value Adjustment Board Hearings for the 2023 tax year will delay issuance of tax notices beyond November 1; and
- **WHEREAS,** a delay in the issuance of tax notices may result in a disruption to the operations of the government operations within Jefferson County; and
- **WHEREAS,** the Jefferson County Tax Collector has requested that the Jefferson County Board of County Commissioners ("Board") order the tax assessment rolls to be extended as provided above.
- **NOW, THEREFORE,** be it resolved by the Board of County Commissioners of Jefferson County, Florida, that:
- **SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.
- **SECTION 2. EXTENSION OF TAX ASSESSMENT ROLLS.** Pursuant to Sections 197.323 and 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2023 tax assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.
- **SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective upon its approval.

of Jefferson County, Florida on the da	y of, 2023.
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
	Chris Tuten, Chair
ATTEST:	
Clerk of the Circuit Court	
APPROVED AS TO FORM:	
Heather J. Encinosa, Esq., County Attorney	

Board of County Commissioners Agenda Request

Date of Meeting: October 18, 2023

Date Submitted: October 13, 2022

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Approval of Resolution Directing the Extension of the Tax Assessment Rolls

Statement of Issue: This agenda item requests Board approval of a Resolution Directing the Extension of the Tax Assessment Rolls in accordance with Sections 197.323 and 193.122, Florida Statutes.

Background: The Jefferson County Value Adjustment Board hearings will not be completed prior to November 1, 2023, and the completion of the Jefferson County Value Adjustment Board Hearings for the 2023 tax year will delay issuance of tax notices beyond November 1. Accordingly, pursuant to Section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the tax assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1. Additionally, Section 193.122, Florida Statutes sets forth provisions for the certification of the tax assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners.

<u>Analysis:</u> To avoid a delay in the issuance of tax notices and the resulting disruption to the operations of the government operations within Jefferson County, adoption of the attached resolution would direct that the tax assessment rolls be extended prior to the conclusion of the Value Adjustment Board hearings so tax bills can be mailed in November.

Any changes made to the rolls as a result of the Value Adjustment Board's determinations will processed through the errors and omissions process upon conclusion of those hearings and the recertification of the updated tax assessment rolls.

Options:

- 1. Approve Resolution Directing the Extension of the Tax Assessment Rolls
- 2. Do Not Approve Resolution Directing the Extension of the Tax Assessment Rolls
- 3. Board Direction.

Recommendation:

Option #1

Approval of Resolution Directing the Extension of the Tax Assessment Rolls October 18, 2023
Page 2

Attachments:

Resolution Directing the Extension of the Tax Assessment Rolls