



Jefferson County Board of County Commissioners

Thursday, March 7, 2024 at 9:00 am

PUBLIC HEARING @ 9am

1. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. TDT Ordinance

Attachments:

- **Ordinance Draft** (TDT_Ordinance_Pennies_Plan_Update_1.3.24.pdf)

REGULAR SESSION AGENDA - Following Public Hearing

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

3. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
4. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS
(3 Minute Limit Please)
5. CONSENT AGENDA
 - a. Vouchers
 - b. Meeting Minutes

Attachments:

- **July 6th, 2023** (BOCC_07-06-2023.pdf)
- **July 20th, 2023** (BOCC_07-20-2023.pdf)
- **August 3rd, 2023** (BOCC_08-03-2023.pdf)
- **August 17th, 2023** (BOCC_08-17-2023.pdf)

6. GENERAL BUSINESS

- a. Non-Profit Grant Outline

Attachments:

- **Draft of Grant** (Non_Profit_Funding_Policy_2.13.24.docx)

- b. Grant & Economic Development Administrator Description
- c. Thompson Gas Removal Award
- d. LMS List

Attachments:

- **As of Feb. 2024** (Copy_of_Updated_Jefferson_County_LMS_Project_List_2-20-24.xlsx)

- e. Supplemental Budget-Police Vehicle Grant

Attachments:

- **Police Vehicle Grant** (Supplemental_Budget_2024-_Police_Vehicle_Grant.pdf)

f. SCOP/SCRAP Boston Highway Phase 1 Design

Attachments:

- **Phase 1** (Boston_Hwy_PH_I_SR_57_to_Still_Rd_Design_2023_10_26.pdf)

g. SCOP/SCRAP Boston Highway Phase 2 Design

Attachments:

- **Phase 2** (Boston_Hwy_PH_II_Still_to_Giley_Rd_Design_2023_10_23.pdf)

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

FY 24-25 BUDGET WORKSHOP-Following BOCC Regular Session

13. Debt Services
14. Building Department
15. Library
16. Mosquito Control
17. Parks and Recreation

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

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

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

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

discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

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

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

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

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

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

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

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

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

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

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

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on
03/01/2024 at 4:46 PM

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA AMENDING THE TOURIST DEVELOPMENT TAX ORDINANCE; PROVIDING CERTAIN LEGISLATIVE FINDINGS; ADOPTING AN UPDATED TOURIST DEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 125.0104, Florida Statutes, known as the “Local Option Tourist Development Act,” the Board of County Commissioners (the “Board”) adopted Ordinance No. 04-04 (the “Tourist Development Tax Ordinance”) on October 25, 2004, which authorized a referendum for voter approval of the imposition of an initial two cents of tourist development tax per dollar exchanged on certain short term lodging rental transactions within Jefferson County; and

WHEREAS, following approval of the voters, the Board subsequently adopted Ordinance No. 06-07 formally levying the voter-approved two cents of tourist development tax per dollar on certain short term lodging rental transactions pursuant to Section 125.0104(3)(c), Florida Statutes, to begin collection February 1, 2007, and created the County’s initial Tourist Development Plan (the “Plan”); and

WHEREAS, the Board subsequently adopted Ordinance No. 2017-09072017-01 levying an additional penny of tourist development tax per dollar pursuant to Section 125.0104(3)(d), Florida Statutes; and

WHEREAS, the Board subsequently adopted Ordinance No. 2023-03 updating the Tourist Development Plan; and

WHEREAS, the Tourist Development Tax Ordinance, as subsequently amended, is codified in Chapter 32, Article III, of the Jefferson County Code of Ordinances; and

WHEREAS, the Board desires to amend the goals and objectives contained in the existing Plan; and

WHEREAS, the Council has submitted to the Board a recommended amendment to the Tourist Development Ordinance and the Plan contained therein; and

WHEREAS, in order to effectuate these changes, the Board hereby finds it necessary to amend the Tourist Development Tax Ordinance, as subsequently amended, and Chapter 32, Article III, of the Jefferson County Code of Ordinances.

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

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

SECTION 2. The Board hereby amends Section 32-49 of the Jefferson County Code of Ordinances as follows:

SECTION 32-49. Revenue to fund tourist development plan. The tax revenue received pursuant to this article shall be used to fund the county tourist development plan, which is set forth as follows:

(a) Anticipated revenue. The anticipated net tourist development tax revenue to be derived by the county for the 24 months following the adoption of this tourist development plan is \$180,000.

(b) Proposed district. The geographical boundaries of Jefferson County comprise the tax district in which the tourist development tax is levied and imposed.

(c) Proposed uses in order of priority and expense allocations. The following list of proposed uses of tourist development tax proceeds and expense allocations are listed in order of priority.

(1) Eighty-five ~~Seventy~~-percent (~~85%~~~~70%~~) of the tourist development tax proceeds shall be allocated to promote, develop, and advertise Jefferson County tourism in this state and nationally and internationally. If the expenditure is for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

(2) Five ~~Ten~~-percent (~~5%~~~~10%~~) of the tourist development tax proceeds shall be allocated the following purposes:

(i) to acquire, construct, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly owned and operated coliseums or auditoriums within the County, auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public within the county, or aquariums or museums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the County;

(ii) to promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;

(iii) to fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency;

(iv) to finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is

public access as those uses relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river;

(v) to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public.

(3) Ten percent (10%) of the tourist development tax proceeds shall be allocated to provide for the costs of administration of the tourist development tax revenues allocated under this plan, including local coordination and monitoring.

(4) To the extent that allocated proceeds are not required for any of the uses set forth in subsections (c)(1) through (3) above, the Board may direct that such proceeds be used for any other purposes authorized under Section 125.0104, Florida Statutes.

(d) The Board hereby finds that the following expenditures have as their main purpose the attraction of tourists to Jefferson County and promotion of tourism in Jefferson County:

(1) Development of a marketing plan for tourism in Jefferson County.

(2) Advertising expenditures for traditional and electronic media, including search engine optimization and social media encouraging Jefferson County tourism and encouraging visitors to patronize Jefferson County lodging accommodations.

(3) Grants to fund the operation and promotion of special events that entice tourists to visit and stay in Jefferson County.

(4) Promotion expenditures for any event that has the effect of promoting tourism in Jefferson County.

(5) Promotion expenditures permissible under section 125.0104(5)(a), Florida Statutes, for events and programming at the Monticello Opera House, which is a major tourist attraction in Jefferson County.

(6) Promotion expenditures and other expenditures permissible under Sections 125.0104(5)(a) and (b), Florida Statutes, for the North Florida Wildlife Center, which is a major tourist attraction in Jefferson County.

[~~Stricken~~ words indicate deletions. Underlined words indicate additions.]

SECTION 3. SEVERABILITY. Should any section or provision of this Ordinance or any portion thereof, or any paragraph, sentence, or word be declared by a court or competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

SECTION 4. INCLUSION INTO THE JEFFERSON COUNTY CODE OF ORDINANCES. The Tourist Development Tax Ordinances, Ordinance No. 04-04, Ordinance No. 06-07, Ordinance No. 2017-09072017-01, and Ordinance No. 2023-03 are codified at Chapter 32, Article III of the Jefferson County Code of Ordinances. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Jefferson County Code of

Ordinances and that the sections of this Ordinance may be renumbered or re-lettered to accomplish that intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State within 10 days after its enactment by the Board and shall take effect as provided by law.

PASSED AND DULY ENACTED by the Board of County Commissioners of Jefferson County, Florida in regular session, this ____ day of January, 2024, by a vote of _____ in favor and _____ opposed.

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chair

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather Encinosa, Esq.
County Attorney

Jefferson County Board of County Commission
Regular Session
July 6th, 2023

The Board met this date in regular session.

Present were Chairman Chris Tuten; Commissioner Gene Hall; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorneys Heather Encinosa and Evan Rosenthal.

Chairman Tuten called the meeting to order. Commissioner Hall led the Invocation and Pledge.

Commissioner Hosford made a brief statement regarding the Lloyd Sewer concern. He noted that the landowner was working on a feasibility study and at this point there were no applications or permits. He added that the County is aware of the situation and closely monitoring. He stood firm by stating the County does not support any development at this time and nothing has been approved to date.

- Agenda Item #14 Public Announcements, Presentations and Awards
 - None
- Agenda Item #15: Citizens Request and Input on Non-Agenda Items
 - Mr. Bill Snyder, resident, voiced his concern for Lloyd development and wishes that the community have the opportunity to view any plans prior to approval.
 - Commissioner Hosford acknowledge and confirmed that residents will have time to view and have their voice heard.
 - Mrs. Kellie Beck, resident, thanked the commission for their attentiveness and responsiveness in being proactive with the Lloyd situation as history has shown they do not adhere to stop work orders.
 - Mr. Dan Hamedani, resident, voiced his concerns for Casa Bianca Road. He felt speed bumps should be included to help with the constant traffic and speeders. He also stressed his concern for they type of sod being installed.
 - Commissioner Surles explained that the contractor is bound to a contract that describes the types of sod that are allowed. He also stated that he has requested an increased traffic detail to combat the speeding issue.
 - Mrs. Jennifer Tyler, resident, voiced her concern for Lloyd by stressing that the people involved with the development don't care to follow rules and regulations. She added they are bullies who tend to get what they want. She noted that Leon County's Mr. Ryan Griffin has had numerous complaints about the same landowners and developers. She also asked if the grant was from DEO and if they know the County's opposition.
 - Commissioner Walker suggested an encroachment clause be added to permit.
 - Commissioner Surles assured Mrs. Tyler that Jefferson County would not be bullied and was not afraid to fight.
 - County Attorney Encinosa assured Mrs. Tyler that DEO was aware of the opposition.

Jefferson County Board of County Commission
Regular Session
July 6th, 2023

- Continued Agenda Item #15: Citizens Request and Input on Non-Agenda Items:
 - Mrs. Lynn McGrady, resident, stated that after the work completed on Lake Road, she has had continual drainage issues. She stated that the water is being diverted to her property and her culverts are almost full of dirt. She also wanted the Board to be aware of the continual trash increase in and around the Dollar General on N. 19.
 - Commissioner Hall stated he spoke to the manager of the Dollar General about the issue with the trash and was told it would be taken care of. He suggested sending a letter regarding the issue.
 - Chairman Tuten agreed that a letter should be sent.
 - Commissioner Walker inquired further about the water runoff and instructed County Manager Metty to work with Mrs. McGrady.
 - Mrs. Elvira Wilson, resident, voiced her concern for Casa Bianca Road becoming like Lake Road.
 - Commissioner Surles explained that the County Engineers were working closely with the contractors of the Casa Bianca project.
 - County Engineer Jack Husband explained that Casa Bianca was not completed at this time and he would address concerns with the contractor.
 - Mrs. Cindy Pyburn, resident, echoed concerns for Lloyd. She noted that the past response of these developers and landowners need to be remembered. She noted that her opinion is they are in bed with City of Monticello members while leaving County Officials in the dark. Her biggest concern is simple, Lloyd has nothing to do with the City of Monticello and everything to do with Jefferson County.
 - Commissioner Walker stated the City has no purpose in Lloyd development.
 - Chairman Tuten explained that the City of Monticello received grant money and they continue to move forward although the County is opposed.
 - Commissioner Hosford noted that the City Attorney Bruce Lineback urged the City Council not to pursue the Lloyd Project but they haven't listened.
 - Commissioner Surles asked for the Board's consensus to reach out the new City Council and address concerns.
 - The Board unanimously agreed and directed County Attorney Encinosa to do so.
 - Mr. Daryl Forsyth, resident, inquired about the 2021 Growth Proposal submitted by the City.
 - Chairman Tuten stated that the application in question was not completed by the BOCC. He explained that in 2006 the BOCC was contemplating applying but so much has changed since then that BOCC decided not to back the project because the time was not right.
 - County Attorney Encinosa noted that in January a resolution to fully revoke the support of that project was passed by the Board.
 - Mr. Ryan Summerlin, resident, inquired about the northeast quadrant. He stated he was under the impression that it was FEMA hazard for the Wakulla Springs and that any sewer development would affect the spring within 52 days.
 - Commissioner Hosford directed him to meet with County Manager Metty directly.
 - Commissioner Walker suggested enacting a noise ordinance during construction out of normal hours and revoke permits when wildlife destruction occurs.

Jefferson County Board of County Commission
Regular Session
July 6th, 2023

- Agenda Item #16: Consent Agenda
 - A motion was made by Commissioner Walker, seconded by Commissioner Surles and unanimously carried, for the Board to approve the Consent Agenda consisting of: attached vouchers to be paid, the account list, the Commissioners report, the CSA #2-Road Bond, the Road Department Budget Amendment and the Supervisor of Elections Office Budget Amendment.
 - Chairman Tuten inquired as to where the minutes were.
 - Clerk Reams stated they were working on them and would have at the next meeting.
- Agenda Item #17-A: John Deere Lease
 - Removed for further review.
- Agenda Item #17-B: Fire Assessment Rate
 - County Budget Officer Gus Rojas stated he was bringing this to the Board to ask for guidance. He reviewed the recommendations and stated he recommended Option #8.
 - Commissioner Walker asked if it would cover the \$200,000.00 ask and stated that whatever option the Board took would need to be offset on the millage rate.
 - Mr. Rojas explained that it would almost cover, it reduces it by \$114,000.00
 - Commissioner Walker and Surles asked Mr. Rojas to run the numbers
 - Clerk Reams stated that this is years old and should have already been done.
 - Mr. Paul Henry, resident, stated that this isn't something that should be done all at once. He explained that he ran the numbers historically and there has always been a financial burden. He recommended the increase be done incrementally and not too steeply. He agreed that it is justified but is too far gone to be fixed in one shot.
 - Commissioner Walker agreed that this has come from years of not doing things correctly but explained that now is the time to clean it up.
 - Mr. Derrick Burrus, Fire Chief, stated that he wished this could have been done without the expense of a study. He explained that he would operate within whatever budget the Board deemed but agreed there was a need for financial help. He suggested the increase of \$84.00 and if it works no need to raise it next year.
 - Mrs. Angela Gray, Property Appraiser, asked if this would be assessed to vacant land and if it has any affect on the square footage minimum/maximum.
 - Mr. Rojas explained that it would adjust residential and would also be assessed on vacant land.
 - County Attorney Encinosa stated that could be further looked at.
 - Commissioner Walker asked if the rollback rate would show a decrease on tax roll.
 - County Attorney Encinosa explained it can't be looked at in that way as it is assessed by value.
 - Clerk Reams asked to further explain the proposed vacant rate.
 - Mr. Rojas stated that his recommendation for Option 8 would be a \$0.33 rate with no charge for agricultural land.
 - Commissioner Walker suggested Mr. Rojas to crunch the numbers further and work with Property Appraiser Gray to find a happy median.
 - It was the consensus of the Board for Mr. Rojas to bring back at a later time.

Jefferson County Board of County Commission
Regular Session
July 6th, 2023

- Agenda Item #17-C: Solid Waste Assessment Rate
 - County Budget Officer Gus Rojas reviewed the topic and stated his recommendation would be \$248.00.
 - Chairman Tuten asked when the last increase occurred.
 - Clerk Reams stated that several years ago it was lowered.
 - Commissioner Walker asked to clarify the increase would only be a total of \$23.00.
 - Mr. Rojas confirmed.
 - County Attorney Encinosa explained that this was only for residential customers.
 - Mr. Paul Henry, resident, questioned the need for the increase. He reviewed the proposed number and stated it would only render a revenue increase of around \$140,000.00 which would not be enough to cover expenses. He suggested automatic gates and live feed cameras would result in a larger save.
 - Commissioner Hall asked for clarification on the reason for the increase.
 - Mr. Rojas explained that there will be shortfall in the upcoming budget years and this increase would offset that. He also noted there was going to be an agricultural hit from the State.
 - Mrs. Lynn McGrady, resident, asked if Animal Control and Mosquito Control were part of this.
 - Mr. Rojas stated no.
 - It was the consensus of the Board to follow Mr. Rojas's recommendation.
- Agenda Item #17-D: Rainbow's Edge MOU
 - County Manager Metty reviewed the proposed MOU.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.
- Agenda Item #17-E: Redistricting Ordinance
 - County Attorney Rosenthal reviewed the proposed ordinance.
 - Clerk Reams informed the Board that the Supervisor of Elections needed to be notified.
 - Commissioner Surles motioned to approve; Commissioner Hall seconded the motion; Motion passed unanimously.
- Agenda Item #17-F: RFP Debris and Derelict Vessel Selection
 - County Budget Officer Rojas reviewed the RFP and Selection.
 - Commissioner Walker motioned to approve; Commissioner Surles seconded the motion; Motion passed unanimously.
- Agenda Item #17-G: RFP Debris Monitoring Selection
 - County Budget Officer Rojas reviewed the RFP and Selection.
 - Commissioner Walker motioned to approve; Commissioner Surles seconded the motion; Motion passed unanimously.

Jefferson County Board of County Commission
Regular Session
July 6th, 2023

- Agenda Item #18: Clerk of Court
 - None
- Agenda Item #19: County Engineers
 - County Engineer Jack Husband acknowledged Mrs. McGrady's concerns and situation for Lake Road and stated he would look in to it as the project was being finalized. He noted that Casa Bianca was coming along and paving would begin on Monday. He addressed the concerns for the Old Lloyd Road curve and created a couple of options.
 - Commissioner Surles asked for this to be placed on the next agenda for discussion.
- Agenda Item #20: County Attorney
 - None
- Agenda Item #21: County Manager
 - County Manager Metty informed the Board that the Waukeena Highway Railroad Bridge goes out to bid tomorrow and the Waukeena Highway Project would be next week. She added that the Comprehensive Plan Review was complete and is going to the State. She noted that there will be a one-year period to fix and changes but there may be a grant opportunity to help offset the cost. Once Comprehensive Plan was completed the Land Development Code would be reviewed.
- Agenda Item #22: County Commissioners
 - Commissioner Walker asked if the John Deere item could be handled by the County Manager or if it needed to come back before the Board.
 - County Attorney Encinosa stated it would be on the next agenda.
 - Commissioner Hosford asked staff to look into hiring a local agent for health insurance.
 - Commissioner Hall stated his concern for the facilities at the Wacissa River and suggested finding a different company or hiring a janitorial service.
 - Chairman Tuten and Commissioner Surles had nothing further.

On motion by Commissioner Walker; seconded by Commissioner Surles; and unanimously carried, the meeting was adjourned at 8:00pm.

Respectfully submitted,

Renee' Long

Renee' Long-Jefferson County Deputy County Manager

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

Jefferson County Board of County Commission
Regular Session
July 20th, 2023

The Board met this date in regular session.

Present were Chairman Chris Tuten; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorneys Heather Encinosa and Evan Rosenthal

Chairman Tuten called the meeting to order. Commissioner Walker led the Invocation and Pledge.

- Agenda Item #2: Public Announcements, Presentations and Awards
 - Suwanee Water Management District presented a PowerPoint presentation for an Open House Meeting being hosted on August 16th, 2023 to discuss changes to the flood maps. They asked this be advertised and placed on the website, the urge anyone with concerns or questions to attend.
 - Katrina Richardson of the TDC wanted to announce the addition of Davis Revell. She also introduced Mrs. Teresa Sterling as the Chamber Director.
 - County Attorney Encinosa stated there would need to be a resolution to add him.
- Agenda Item #3: Citizens Request and Input on Non-Agenda Items
 - None.
- Agenda Item #4: Consent Agenda
 - Commissioner Walker motioned to include the John Deere Lease Agreement in the Consent Agenda. Commissioner Surles seconded the motion.
 - A motion was made by Commissioner Walker; seconded by Commissioner Surles; and unanimously carried, for the Board to approve the Consent Agenda consisting of: attached vouchers, Revised 6-1-23 Budget Workshop, Revised 6-1-23 Tri-County Workshop, Revised 6-1-23 BOCC Regular Session, Revised 6-8-23 Budget Workshop, the Revised 6-15-23 Budget Workshop Minutes and the added John Deere Lease Agreement.
- Agenda Item #5-A: Evergreen Study
 - Mrs. Kellie Bracci reviewed a PowerPoint presentation of their findings.
 - Commissioner Walker suggested that this be implemented as soon as possible.
 - County Manager Metty explained that she had already started working with Budget Officer Rojas to include these findings in the upcoming budget plans.
 - Budget Officer Rojas reminded the Board that there would also be an increase of FICA, Worker's Comp, etc.
 - Chairman Tuten asked Mr. Rojas to work up a total cost amount and bring to next meeting.
- Agenda Item #5-B: General Budget Discussion-Millage
 - County Budget Officer Rojas reviewed the budget and discussed the rollback rate. He explained the effects of a \$500,000.00 Contingency. He added that generally the Contingency is about 5-10% of the overall budget and currently it was 1.9%.
 - Chairman Tuten stated that the Contingency amount may need to be increased as there are multiple issues needing addressed and the County has fallen way behind on maintenance.
 - Commissioner Walker suggested leaving it as is.
 - Commissioner Surles suggested rolling back.

Jefferson County Board of County Commission
Regular Session
July 20th, 2023

- Agenda Item #5-B: General Budget Discussion-Millage Continued
 - County Manager Metty reminded the Board that the rollback rate could always be decreased once set, but it cannot be increased.
 - Commissioner Surles motioned to keep current rate; Commissioner Walker seconded the motion; Motion passed unanimously.
 - Mr. Rojas informed the Board the next meetings would be September 7th and 20th at 5:01pm.
- Agenda Item #5-C: Aucilla Shores Road Maintenance
 - County Attorney Rosenthal reviewed the first of two resolutions. He explained that September 14th would be the Final Hearing for this discussion.
 - Commissioner Surles asked the current conditions of the roads.
 - Mr. Mike Robinson, resident, stated that the improvements were not noticeable and he would like to see more done.
 - County Manager Metty stated the culverts have started to be updated and the Road Department is planning to install cross drains. She acknowledged that this is a slow process but was underway.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.
- Agenda Item #5-D: Fire Assessment
 - County Attorney Rosenthal reviewed the Fire Assessment and stated the Final Hearing would be held on September 14th.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.
- Agenda Item #5-E: Solid Waste Assessment
 - County Attorney Rosenthal reviewed the Solid Waste Assessment and stated the Final Hearing would be held on September 14th. He noted that there was an interlocal agreement with the City of Monticello being worked on.
 - County Attorney Encinosa clarified that as of October 1st the City would pay their own tipping fees.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.
- Agenda Item #5-F: Debris Monitoring Contract Approval
 - County Attorney Encinosa reviewed the contracts for Debris Tech, Tetra Tech and Witt O'Brien to be approved.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.
- Agenda Item #5-G: Debris Removal Contract Approval
 - County Attorney Encinosa reviewed the contracts for CTC, DRC and TFR to be approved.
 - Commissioner Surles motioned to approve; Commissioner Walker seconded the motion; Motion passed unanimously.

Jefferson County Board of County Commission
Regular Session
July 20th, 2023

- Agenda Item #5-H: Special Exception Moratorium Extension
 - County Attorney Encinosa reviewed the moratorium and stated that there would be a Public Hearing held on August 3rd, 2023.
 - Commissioner Hosford motioned to approve; Commissioner Surles seconded the motion; Motion passed unanimously.
- Agenda Item #6: Clerk of Court
 - Clerk Reams read a letter from the Audit Committee.
 - Chairman Tuten directed County Manager Metty to work up the response.
- Agenda Item #7: County Engineers
 - County Engineer Jack Husband gave an update on the Casa Bianca Road Project and stated it was about 90% completed. He added that he was working with County Manager Metty on the Ashville Road and Boston Highway projects. He noted that after speaking with DOT about the Old Lloyd Road Curve issue, they would not pay to install a guardrail.
 - Commissioner Surles stated the landowner would offset the cost.
- Agenda Item #8: County Attorney
 - County Attorney Encinosa stated the letter to the City Attorney had been sent regarding the Lloyd Sewer concerns. She is awaiting a response.
- Agenda Item #9: County Manager
 - County Manager Metty informed the Board that Julian Dozier was also reviewing the items the Audit Committee referenced in their letter. She also stated that the Road Bond work has started and she has a scheduled meeting with the contractor next week. She also informed the Board that the Planning Department has received an application for a gas station and is currently under review.
- Agenda Item #10: County Commissioners
 - Nothing at this time.

On motion by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, the meeting was adjourned at 6:55pm.

Respectfully submitted,

Renee' Long

Renee' Long-Jefferson County Deputy County Manager

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

Jefferson County Board of County Commission
Regular Session
August 3rd, 2023

The Board met this date in regular session.

Present were Chairman Chris Tuten; Commissioner Gene Hall; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorney Evan Rosenthal

Chairman Tuten called the meeting to order. Commissioner Hall led the Invocation and Pledge.

- Agenda Item #2: Public Announcements, Presentations and Awards
 - None
- Agenda Item #3: Citizens Request and Input on Non-Agenda Items
 - Major Haynes, resident, stood to recognize the hard work and dedicate of Jefferson County Sheriff Mac McNeill as well as Jefferson County EMS Captain Paramore, Jefferson County EMS Paramedic Evans and Jefferson County Fire Chief Burrus who all took the time to follow up after the need for their services. He stated he was honored to live in such a loving community.
- Agenda Item #4: Consent Agenda
 - A motion was made by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, for the Board to approve the Consent Agenda consisting of: Revised-6-22-2023 Budget Workshop Minutes, Revised-7-6-2023 Budget Workshop Minutes and Vouchers to be Paid (not attached to the agenda)
- Agenda Item #5-A: Special Exception Moratorium
 - County Attorney Encinosa reviewed the drafted extension of the Special Exception Moratorium.
 - Commissioner Hosford motioned to approve the Moratorium as drafted. Commissioner Hall seconded the motion. Motion passed unanimously.
- Agenda Item #5-B: Tax Collector Agreement
 - County Attorney Rosenthal reviewed the drafted agreement with the Tax Collector's Office.
 - Commissioner Surles motioned to approve the Agreement as drafted. Commissioner Walker seconded the motion. Motion passed unanimously.
- Agenda Item #5-C: COLA Discussion
 - County Budget Officer Rojas opened the discussion for the upcoming fiscal year.
 - Commissioner Walker stated that he felt the 3% increase was not enough to offset the rising costs of living. He stated he was open to a 5% increase should that be the will of the Board.
 - Chairman Tuten agreed with Commissioner Walker and asked Mr. Rojas to look at the overall budget utilizing the 5%.
 - After hearing from Mr. Rojas regarding the change to the 5%, it was the will of the Board to give a 5% increase for the upcoming fiscal year. No motion required, but it carried with unanimous consensus.
- Agenda Item #6: Clerk of Court
 - Not Present

Jefferson County Board of County Commission
Regular Session
August 3rd, 2023

- Agenda Item #7: County Engineers
 - County Engineer Jack Husband presented a handout reviewing the options for the curve at Old Lloyd Road. He also gave an update with the Casa Bianca Road Project and stated that he was unhappy with the quality of the roadway striping so additional work was to be done.
 - County Manager Metty explained that she spoke with DOT representatives who explained a guardrail would not be a good option as it is costly to install and replace when/if an accident occurs. She added that they further explained the cost to replace falls solely to the County to replace in the event of an accident because insurance does not cover.
 - Commissioner Surles understood the information provided but urged County Manager Metty to work with Mr. Husband to come to a reasonable agreement.
 - County Engineer JoAnn Moore gave an update on the Boston Highway Project and Road Bond.
 - Commissioner Hall voiced his concerns for North Norias Road and Cemetery.
- Agenda Item #8: County Attorney
 - Nothing at this time.
- Agenda Item #9: County Manager
 - County Manager Metty reviewed the Contingency for fiscal year 2022-2023. She informed the Board that the purchase of the brush cutter was going to be coming in one of the next meetings.
 - County Manager Metty asked for the Board's direction on who should have access to the bank's accounts. She explained that Clerk Reams has stated Mrs. Crystal Burns and Mrs. Sherry Sears should be the only ones to have access, although she feels the County Manager's Office should have viewing authority.
 - After discussion, it was the consensus of the Board to add County Manager Metty and County Budget Officer Rojas to all accounts. They further defined that all account access should be the County Manager's Office, the Clerk of Court, the Chairman of the Board, the Vice Chairman of the Board. It was also the will of the Board to reinforce and begin utilizing dual live signatures on all payments, no stamp signatures. They asked County Manager Metty to collect and dispose of all signature stamps.
 - Fire Chief Burrus stood in opposition to changing the way the finances are being handled. He stated that he feels the more people who are involved the worse it gets. He added that some of his accounts have lapsed due to the current process and he feels things should go back to the way they were previously handled.
 - Cindy Pyburn, resident, stated that as a banker and former auditor having dual control for payments and accounts are massively important for any operation, especially that of the County. She added that it is vital to have a monthly operating statement that gets reviewed.
 - County Manager Metty agreed that the current system is broken and she is trying to work with County Staff and the Clerk's Office to find a better solution.
 - Mrs. Nikki Sauls, Clerk of Court employee, stated that there are breakdowns in the current system but defended herself by stating she will not be blamed for them.

Jefferson County Board of County Commission
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August 3rd, 2023

- Agenda Item #10: County Commissioners
 - Commissioner Hall voiced concerns for the facilities at the Wacissa River and the need for ADA Compliance options. He also stated that after speaking with Mr. Chris Doolin it is now the responsibility of the Courthouse to have a breastfeeding station available. He instructed the County Manager's Office to be mindful of this for the upcoming budget year.
 - Commissioner Walker followed up to Commissioner Hall's information regarding the breastfeeding station and stated the Courthouse is responsible for their facilities but the Board should be mindful for other offices such as the Annex and Library. He also instructed County Budget Officer Rojas to create a vendor list and audit any that are past due.
 - Commissioners Hosford and Surles has nothing to add.

On motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the meeting was adjourned at 7:00pm

Respectfully submitted,

Renee' Long

Renee' Long-Jefferson County Deputy County Manager

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

Jefferson County Board of County Commission
Regular Session
August 17th, 2023

The Board met this date in regular session.

Present were Chairman Chris Tuten; Commissioner Gene Hall; Commissioner Austin Hosford; Commissioner JT Surles; Commissioner Stephen Walker; County Manager Shannon Metty; County Attorneys Heather Encinosa and Evan Rosenthal

Chairman Tuten called the meeting to order. Commissioner Walker led the Invocation and Pledge.

- Agenda Item #2: Public Announcements, Presentations and Awards
 - None
- Agenda Item #3: Citizens Request and Input on Non-Agenda Items
 - Mrs. Katie Turner, Public Defenders Office, asked the Board to assist with building maintenance as their office air conditioner has quit working and the secondary unit, which was installed in 1991, is having troubles.
- Agenda Item #4: Consent Agenda
 - A motion was made by Commissioner Walker, seconded by Commissioner Hall, and unanimously carried, for the Board to approve the Consent Agenda consisting of: the vouchers to be paid.
- Agenda Item #5-A: Joint Legislative Audit Committee Letter
 - Mr. Chris Moran, auditor, reviewed the audit report handout. He stated that in his opinion all things are fairly presented and was available for any questions or concerns.
 - Clerk Reams reviewed the Audit Committee Letter. He added that historically this task had been his to handle and he did this without assistance as he didn't want to be derelict in his duties.
 - Chairman Tuten asked County Manager Metty if she had the opportunity to review. He also asked Clerk Reams if the items noted in the report had been corrected.
 - County Manager Metty stated she had not.
 - Clerk Reams stated that one finding had been corrected but was unsure of the other.
 - Commissioner Walker stated he was under the impression that prior discussion had instructed the Clerk to work with the County Manager's Office. He motioned that moving forward anything financial was to go through the County Manager before completion. Commissioner Hall seconded the motion. Motion passed unanimously.
 - County Manager Metty explained that the hiring of the Budget Officer was to assist with finances.
 - Clerk Reams argued that was not necessary as it was his constitutional duty.
- Agenda Item #5-B: Amendment to CSA #1 Road Bond Project
 - County Attorney Encinosa reviewed the attached amendment.
 - Commissioner Hosford motioned to approve the amendment as presented. Commissioner Walker seconded the motion. Motion passed unanimously.
- Agenda Item #5-C: ITB 2023-14 Award-Waukeena Highway BSCOP Bridge
 - County Manager Metty reviewed the attached BSCOP Award.
 - Commissioner Walker motioned to approve the award as presented. Commissioner Surles seconded the motion. Motion passed unanimously.

Jefferson County Board of County Commission
Regular Session
August 17th, 2023

- Agenda Item #5-D: Solid Waste ILA with City of Monticello
 - County Attorney Rosenthal reviewed the attached interlocal agreement.
 - Commissioner Surles motioned to approve the ILA as presented with Option #1. Commissioner Walker seconded the motion. Motion passed unanimously.
- Agenda Item #5-E: TDC Appointment Resolution
 - County Manager Metty reviewed the attached resolution.
 - Commissioner Surles motioned to approved the Resolution as presented. Commissioner Hosford seconded the motion. Motion passed unanimously.
- Agenda Item #5-F: Surplus Property Discussion - Pop's Sanitation & Mosquito Control
 - County Manager Metty opened the discussion. She suggested using the appraisal as the base bid.
 - Commissioner Surles agreed but stated he felt that Pop's Sanitation should have first right of refusal or be granted an agreement on the property without putting it to bid as they were the current tenants and wished to remain.
 - Commissioner Walker argued that there should not be a first right of refusal and if a tenant wished to bid on the property, they were welcome to submit a bid.
 - County Attorney Encinosa informed the Board that legally they could not offer a first right of refusal. She further explained that Economic Development had the option to offer incentives to business to try to bring them to the County but the offers could not be retro-actively done. She noted that Economic Development could issue a new agreement if Pop's Sanitation were to expand their operations and create new jobs.
 - Mr. Tommy Hardee, Pop's Sanitation owner, stated that other counties were willing to give him property to bring his business to them so he didn't understand why Jefferson County wouldn't want to offer the same. He explained the benefits he felt his business offered the County.
 - Commissioner Hall asked if Pop's Sanitation would remain a business in Jefferson County should the property be surplusd.
 - Mr. Hardee stated that if he obtained the property then his business would remain in operation in the County but if he didn't obtain the property the business would not.
 - Commissioner Hosford asked if there has been any interest in the property being surplusd.
 - County Manager Metty explained that there had been numerous businesses interested.
 - Commissioner Walker motioned to approve the surplus of both properties. Commissioner Hosford seconded the motion. Motion passed with a vote of 3-2. (Commissioners Surles and Tuten opposed)
- Agenda Item #5-G: Courthouse Traffic Discussion
 - Commissioner Hall opened the discussion and stated he has asked the Community Traffic Safety Team to issue a letter of support for traffic calming devices to be installed in and around the Courthouse.
 - Clerk Reams added that the next meeting was scheduled for the end of September so the letter would be delayed a bit.

Jefferson County Board of County Commission
Regular Session
August 17th, 2023

- Agenda Item #6: Clerk of Court
 - Clerk Reams read email correspondence from The Standard Insurance who stated all dental and life insurance policies had been reinstated.
 - Jessica Scott, The Standard Insurance representative was on Zoom and stated she was working to correct the account and reassess the amount owed. She explained that her office was the one at fault for these issues.
 - County Manager Metty asked that the County HR Director Renee Long be included in any correspondence and decisions moving forward.
- Agenda Item #7: County Engineers
 - County Engineer Jack Husband stated that the Casa Bianca Road Project was going to need to be re-stripped as the work completed was not acceptable. He also gave an update on the Old Lloyd Road curve issue. He explained that the guardrail was still not the best option.
 - Clerk Reams asked which company did the work on Casa Bianca Road.
 - Mr. Husband stated that the work was completed by Emerald Coast.
- Agenda Item #8: County Attorney
 - County Attorney Encinosa informed the Board that the Special Exception Hearing would be held on September 20th and October 5th. She explained the draft of the Code is under review and would come to the Board at a later date. She also stated that the Solar Ordinance is being finalized and is being scheduled to go before the Planning Commission at the next meeting.
- Agenda Item #9: County Manager
 - County Manager Metty clarified that her office is the one that found and had been working with the insurance discrepancies. She asked the Board to reiterate the inclusion of her office on any decisions. She also stated that she and Clerk Reams had been working on the A Building documents and felt that it should be able to put to bid soon.
- Agenda Item #10: County Commissioners
 - Commissioner Walker brought to light the continued issues with the Meeting Minutes either not being presented or being presented incorrectly. He explained that he had found multiple discrepancies as well as had citizens reach out with concerns for them being inconsistent. He also noted his concern for the Clerk's Office not always being present during the entire meeting and as such possibly causing some of the inconsistencies.
 - Commissioner Surles explained that there was a resident on Waukeena Highway who was having a driveway washout that was creating rock and dirt to be washed into the roadway. He asked if the County Engineer if there was anyway to assist as it was creating a safety concern. He also asked that the mowing on the right of ways not be neglected.
 - County Attorney Encinosa stated as a public safety concern the County could assist.
 - County Manager Metty stated that she would work the Road Department to revise a plan for the mowing.
 - Commissioners Hall and Hosford had nothing to add.

Jefferson County Board of County Commission
Regular Session
August 17th, 2023

On motion by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, the meeting was adjourned at 8:00pm.

Respectfully submitted,

Renee' Long

Renee' Long-Jefferson County Deputy County Manager

Board of County Commissioners
Jefferson County, Florida

ATTEST:

Chairman

Clerk of Court

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA,
ESTABLISHING A NON PROFIT FUNDING POLICY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Jefferson County Board of County Commissioners (the “Board”) contributes annually to nonprofit organizations which help improve the quality of place and life of the citizens of the County; and

WHEREAS these nonprofit organizations provide programs or services with a significant, measurable direct service to the Citizens of Jefferson County

WHEREAS, the Board now desires to establish this Nonprofit Funding Policy for all its officers, employees, and agents in order to ensure full compliance with Florida Law and to provide guidance to its officers, employees, agents, and the public on expenditures of funding for nonprofits.

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

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

SECTION 2. POLICY. The Nonprofit Funding Policy set forth in Exhibit A hereto is hereby adopted and established as of the effective date of this Resolution.

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

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

DULY ADOPTED this ____ day of _____, 2024.

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

JT Surles, Chairman

ATTEST:

Jason Welty
Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.
County Attorney

Board of County Commissioners Jefferson County, Florida

Nonprofit Funding Policy

Date Adopted: _____, 2024

Effective Date: _____, 2024

SECTION I: AUTHORITIES

Section 125.01, Florida Statutes

Section 125.379, Florida Statutes

SECTION II: OBJECTIVE

The Jefferson County Board of County Commissioners contributes annually to nonprofit organizations that improve the quality of place and life of the citizens of the County. These nonprofit organizations must provide programs and/or services with a significant, measurable, and direct impact on the citizens of Jefferson County.

SECTION III: FUNDING REQUEST SCHEDULE

1. The cycle for nonprofit organization applicants requesting grant funding runs from Jan 1 to Jan 31 of each year. Applicants must submit the Application by January 31 to qualify for consideration for grant funding for the current fiscal year that began on October 1. Applications that do not include all required items will not be reviewed. Applications cannot be modified or supplemented once submitted.

2. Funding decisions are only considered during the County's annual budget process. Once the final budget has been adopted each September, organizations are prohibited from requesting additional grant funding prior to the next grant funding cycle.

SECTION IV: FUNDING MATCHING REQUIREMENT

The organization must provide a minimum 25% match of the grant funds received from the County from another funding source.

SECTION V: MAXIMUM FUNDING PER FISCAL YEAR

The maximum amount of grant funding to a single organization per fiscal year will not exceed \$2,000.

SECTION VI: APPLICATION REQUIREMENTS

An Application with supporting documentation (the Application) requesting grant funding must be submitted to the Fiscal Operations Office and must contain the following:

1. Completed copy of the Application (Attachment A), signed by a duly authorized

person of the organization.

2. A maximum five-hundred-word explanation of the purpose of the organization, when the organization began operation, who benefits from the programs and/or services provided, long range plan for the programs and/or services provided and explanation of why the use of public funds to assist in providing these programs and/or services is beneficial to the citizens of the County.

3. Copy of the organization's mission statement and/or charter, list of board of directors or officers, and, if available, a meeting schedule.

4. Copy of the organization's current articles of incorporation or bylaws.

5. Copy of the current IRS determination letter verifying the applicant's 501(c)(3) status

6. Copy of most recently filed IRS form 990 and a copy of most recent independent audit or compilation. If an independent audit or compilation is not completed annually by the organization, a financial report from a treasurer or other officer with affidavit of accuracy and truthfulness can be substituted.

7. Enclose a full budget for the proposed fiscal year, including all other funds received by the organization. The organization must identify in the budget the origin of the matching funds.

8. Requests for grant funding submitted in accordance with the above requirements may be included in the proposed budget submitted to the Board of County Commissioners for the coming fiscal year.

SECTION VII: FUNDING AWARD CRITERIA

Consideration for award of grant funding will be based on the following criteria:

1. Demographics of and number of citizens served. The applicant's services must be available to all residents of Jefferson County who meet the applicant's eligibility requirements. Applicant's services must not be restrictive with regard to race, sex, age, religion, disability, or any other classification that would be prohibited by law.

2. Distinctiveness of applicant's programs and/or services.

3. Other organizations and events that benefit directly from the programs and/or services.

4. Review of financial integrity of the organization and long-range funding plans.

5. The applicant must be an incorporated 501(c)(3) organization and have operated for at least two (2) consecutive years by December 31st of the year preceding the application deadline.

6. Only one application per agency will be considered each year.
7. Grants are only allowed for programmatic expenses (recognized under Generally Accepted Accounting Practices as operating costs). The County will not fund the purchase of capital assets.
8. Additional criteria may be considered as determined by the County.
9. Agencies will be notified by March 31 of the amount of grant funding that has been awarded.
10. The Board of County Commissioners reserves the right to reject any and all Applications.
11. If there are insufficient funds for grant funding, the County can terminate the grant funding on the last quarter period of the fiscal year for which funding is available. The County will immediately notify the Grantee of any such occurrence.

SECTION VIII: DISBURSEMENT OF FUNDING

Each fiscal year, the funds budgeted for non-profit organizations will be released quarterly upon the County receipt of a written request from the grantee and the disbursements will be as follows:

1. Grantee must request funding disbursement within twenty (20) days of the of the fiscal quarter's end (December 31, March 30, June 30, and September 30).
2. Grantee must request funding disbursement in a format prescribed by the County. This form will be provided by and updated periodically by the County.
3. Grantees must provide an Affidavit stating the required match with non-county funds was provided, and that the County funds were used to reimburse the Grantee for expenses incurred in accordance with County policy, the Application and all applicable County, state and federal rules, laws, and regulations. The Affidavit is required with each quarterly disbursement request, and disbursements will not be made until this information is received from the Grantee.

SECTION IX: AUDIT AND RECORDKEEPING

1. Grantee is required to maintain detailed documentation of expenditures available for review by the County upon request. Site visits may be performed periodically to determine and verify data collection methodology.
2. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by Grantee's executive director or other responsible officer for the fiscal year grant funding was awarded by July 31 of the fiscal year grant funding was awarded.
3. Grantee is required to maintain accurate records of expenditures of public funds

under any Grant Agreement entered with the County. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of the Agreement. Grantee shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction with the Agreement. The County shall have the right from time to time at its sole expense to audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions, and requirements of the Agreement and such right shall extend for a period of three (3) years after termination of the Agreement.

SECTION X: FUNDING AGREEMENT

Once the County's final budget has been adopted in September, organizations that are awarded funding are required to enter into an Agreement (Attachment B) with the County to formalize the terms and conditions of the grant funding. Failure to enter into the Agreement by October 31 will result in forfeiture of the grant funding award for the fiscal year.

SECTION XI: EXEMPTIONS

Public agencies, state agencies jointly funded by the County, and non-public organizations that provide a service that is mandated by Florida Statute or other higher government authority are exempt from the regulations and requirements of this Policy. This Policy shall not apply to any grant of Tourist Development Tax funds.

AGREEMENT BETWEEN JEFFERSON COUNTY, FLORIDA AND
_____ FOR GRANT FUNDING ASSISTANCE

This Agreement is made and entered into on the effective date below by and between the JEFFERSON COUNTY, a political subdivision of the State of Florida (the "County") and _____ (the "Grantee").

WITNESSETH:

WHEREAS, Grantee is a nonprofit organization in Jefferson County, Florida, which offers _____ programs and/or services; and

WHEREAS, the County wishes to provide financial assistance to nonprofit organizations, such as Grantee which help to improve the quality of place and life of the citizens of the County.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. GRANT CONDITIONS.

- a. Grantee shall request fund distributions within twenty (20) days of start of the fiscal year [or the fiscal quarter ending (December 31, March 30, June 30, and September 30)] by email to: smetty@jeffersoncountyfl.gov
- b. Grantee warrants that funds will be used in accordance with the budget included with its Application and only for the purposes allowed by the IRS and other government agencies relating to grants from private foundations. No funds may be used for lobbying purposes or to aid in the election of a public official.
- c. Grantee agrees to comply with the Jefferson County Non-Profit Policy, as it may be amended.
- d. Grantee agrees to provide an annual financial report and annual programmatic report, which describes progress towards program outcomes and detailing expenditures signed by the Grantee's executive director or other responsible officer for the previous fiscal year by July 31. Grantee agrees to provide a _____% match of the grant funds received from Jefferson County.
- e. Grantee shall provide an affidavit stating the required match with non-county funds was provided and that the funds were used to reimburse the Grantee for expenses incurred in accordance with county policy, the Application and all applicable county, state and federal rules, laws, and regulations. The Affidavit shall accompany the first quarter distribution request.
- g. Grantee is required to maintain detailed back-up documentation of expenditures, available for review by the County upon request. Site visits may be performed periodically to determine and verify data collection methodology.
- h. Grantee agrees to furnish to the County within twenty (20) days, any information concerning a deviation from its Application or a change in Grantee's tax-exempt status.
- i. If Grantee's tax-exempt status changes or funds are not used for the purposes described in its Application, the County may seek return of all unused funds and reimbursement of any misappropriated funds and may cancel any remaining distributions for the fiscal year.

2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective October 1, 20____ thru September 30, 20____ and shall remain in effect until final payment is made.

3. **COMPENSATION.** The County agrees to provide funding to Grantee in the amount of _____ (\$_____) for the following purposes:

[TO COME]

Funds shall be disbursed to Grantee upon receipt of a reimbursement request in a format prescribed by the County, which shall include any activities, events, or services that occurred during the period and were funded by the County.

Payment may be reduced as necessary in the event of an unforeseen occurrence that results in decreased tax revenue.

4. **HOLD HARMLESS.** Grantee shall protect, defend, indemnify and hold the County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement or Grantee's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the County. The County shall give Grantee reasonable notice of any such notice claims or actions. Grantee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the County. The provisions of this section shall survive the expiration of earlier termination of this Agreement. The parties further agree that nothing contained herein is intended to nor shall be construed as a waiver of the County's rights and immunities under Section 768.28, Florida Statutes, as amended from time to time.

5. **TERMINATION.** This Agreement may be terminated by the County upon occurrence of any of the following:

- a. The filing for Bankruptcy, loss of tax exemption status or dissolution by Grantee.
- b. The County shall have authority to withhold funding upon a reasonable determination that the Grantee has not complied with any one or any part of the terms of this Agreement. The County shall specifically identify in writing why it withheld funding. Upon receipt of such written notice the Grantee shall have ten (10) days to cure its breach of the Agreement.
- c. If the Grantee has failed to cure its breach within the time specified after receipt of such notice, the County may deliver to the Grantee a written notice of its intent to terminate this Agreement (the "Notice to Terminate"). The Grantee, upon receipt of the Notice to Terminate, shall be placed on notice that this Agreement shall terminate on the 10th day after receipt, with no further negotiations.

Either party may terminate this Agreement by giving sixty (60) days' written notice to the other.

6. **AUDITS AND RECORDKEEPING.** The Grantee is hereby obligated to maintain accurate records of expenditure of public funds under this Agreement. All records relating to these expenditures shall be considered public documents and shall remain available for audit and/or review at the request of the County at all times during the term of this Agreement. Grantee shall allow public access to all documents, records, and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by Grantee in conjunction with this Agreement. The County shall have the right from time to time at its sole expense to audit the compliance by the Grantee with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JEFFERSON COUNTY AT (850) 322-0223, SMETTY@JEFFERSONCOUNTYFL.GOV, 455 W. PALMER MILL ROAD, MONTICELLO, FL 32344.

Grantee must comply with the public records laws, Florida Statute chapter 119, specifically Grantee must:

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

7. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this contract to the contrary, in the event the funds appropriated by the County in any fiscal period are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last quarter period of the fiscal period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Grantee of such occurrence.

8. ASSIGNABILITY. This Agreement may not be assigned or transferred by Grantee without the express prior approval of the County.

9. NOTICES. All notices or other communications required or permitted to be given by Grantee or by the County shall be in writing and shall be deemed delivered by either party when deposited in the U.S. Mail, first class postage paid, and addressed to:

GRANTEE:

COUNTY: Shannon Metty, County Manager
Jefferson County
455 W. Palmer Mill Road
Monticello, FL 32344

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the Grantee and the County as to the subject matter hereof, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither the Grantee nor the County will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, or supplemented in any way except by an instrument in writing executed by both the Grantee and the County.

11. GOVERNING LAW & VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in Jefferson County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 202__.

[NAME OF NONPROFIT]

JEFFERSON COUNTY, FLORIDA

Signature

Chair

Date: _____

Date: _____

Attachments:

1. Non-Profit Funding Policy
2. Grantee Application

Jefferson County Local Mitigation Strategy Project List

Priority	Description of Mitigation Project	Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe for Completion	Contact Information
								New	Completed	Deferred	If Deferred Why?		
1	City of Monticello wastewater generator	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	City of Monticello	3,600,000.00	During an all hazard Event the City needs a way power the wastewater during a power outage. The generator would power one lift station at a time.We have a total of 25 lift stations that need 80-110 kw generator				6 months	Seth Lawless City Manager
2	Monticello Police Depart Generator	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	City of Monticello	123,040.00	During an All Hazard Event Monticello PD works 24/7 to protect the citizens of Monticello. The police and dispatch need a way to keep their equipment charged during a power outage. This is a critical facility for the City of Monticello				3 months	Chief Fred Mosely
3	Monticello City Hall Generator	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	City of Monticello	218,000.00	During an All Hazard Event City of Monticello works 24/7 to protect the citizens of Monticello. They use the City Hall has a central meeting and dispatch point. They need a way to keep their equipment charged during a power outage. This is a critical facility for the City of Monticello				3 months	Seth Lawless City Manager
4	Jefferson County Jail: Fix cracks rebuild rec building 1. New Pod (64 Beds) that is expandable to 256 beds in the future. Approximate cost is 6 million dollars (\$6,000,000). Plans are attached 2. Expand in our current footprint (Add Cells to Current Building, Convert Recreation Yard to Housing, , Build Trustee Building, Add New Rec Yard) Approximate 2.5 -3 Million. Plans forthcoming	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	200,000.00	Our current jail is almost 30 years old and its full capacity is 117 beds. We have had a few months where we were holding over 90 inmates which puts us extremely close to our max capacity plus our facilities are getting older and need a lot of updates. We have a few options that we are exploring to either build a new pod that can be expandable in the future or expand / update our current facility to add more beds and improve its infrastructure.				1 year	Alfred Mac McNeill, Sheriff
5	Jefferson County Library generator for entire site	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	218,000.00	After a major weather event, like a hurricane or tornado, With a generator the Libray will serve as the point of distribution center for (cooling stations, food, water, etc) to the entire communtiy. Jefferson County has a large population of elderly and impoverished citizens that will depend on assistance from the local government.This site could also act as a reunification site.				Within a five-year timeframe	Shannon Metty County Administrator
6	Tri-County Electric Cooperative proposes to convert .80 miles of three phase overhead power lines and fiber cable to underground lines to provide a more resilient electrical connection from pole number 103907 near address 16131 HWY 27 to pole number 104117, two pole spans near service address 34 Trigal Trail.	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	Tri-County Elec Co OP	\$400,000.00	This project will greatly increase the reliability and resiliency of service during a major storm event. Historically this section of line is the last section of line to be restored after a major weather event since the lines crosses the Aucilla River in a heavily wooded area that is inaccessible during heavy rain events. Over 173 metered locations (residences in Jefferson County) will benefit from the robustness of this upgrade.					Kaitlynn Culpepper
7	Supervisor of Elections Parking lot drainage and vegeation removal	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	\$60,000.00estimate	Supervisor of Elections the Health Department's Annex /mitigate flooding . Removal of large oak tree to mitigate the resurfacing of the parking area for proper drainage.				Within a five-year timeframe	Shannon Metty County Administrator

Jefferson County Local Mitigation Strategy Project List

Priority	Description of Mitigation Project	Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe for Completion	Contact Information
								New	Completed	Deferred	If Deferred Why?		
8	Jefferson County Emergency Management roof and windows	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	\$15,000,000.00	mitigate roof and windows \$136,000 or New building \$6,000,000.00				Within a five-year timeframe	Shannon Metty County Administrator
9	Jefferson County Solid Waste storm water drainage	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	136,000.00	Facility recycle yard drainage				Within a five-year timeframe	Shannon Metty County Administrator
10	Jefferson County Sheriff Generator	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission		Our current jail is almost 30 years old and its full capacity is 117 beds. We have had a few months where we were holding over 90 inmates which puts us extremely close to our max capacity plus our facilities are getting older and need a lot of updates. We have a few options that we are exploring to either build a new pod that can be expandable in the future or expand / update our current facility to add more beds and improve its infrastructure. 1. Having a larger generator would help secure the inmates 2. Keep them cool when the power is out. 3. Be able to provide meals				1 year	Alfred Mac McNeill, Sheriff
11	Ag/Extention Facility/ generator for entire facility	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	\$2,000,000.00	Ag Center \$218,000.00 to purchase a generator to power entire building.After a major weather event, like a hurricane or tornado, With a generator the Ag Center will serve as the point of distribution center for (cooling stations, food, water, etc) to the entire communtiy. Jefferson County has a large population of elderly and impoverished citizens that will depend on assistance from the local government.This site could also act as a reunification site.				Within a five-year timeframe	Shannon Metty County Administrator
12	Community Safe Room/Tornado warning system	All Hazards	no	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	?	Margatet Leving checking on information possibly redoing Old gym into Tornado shelter					Margaret Levings
13	Senior Citzens Center Gererator for entire facility	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	Jefferson County Sheriff's off						3 months	Elder Affairs Department and Council on aging group.
							162,000,00	After a major weather event, like a hurricane or tornado, With a generator the Senior Citizen Center will have the equipment necessary to provide basic life sustaining services (cooling/heating stations, food, water, etc) to senior citizens. Jefferson County has a large population of elderly and impoverished citizens that will depend on assistance from the local government.					
14	Forestry public outreach	All Hazards	No	HMGP	Jurisdictions in Jefferson County	FDACS Florida Forest Service	Administered by Foresrty Grants (100000.00)	Forestry uses grants to support their public outreach to the community, to help homeowner know about fuel around their houses, and preventative vegation or methods to help in case of a wild fire. Also Forestry does Smokey the Bear in schools to educate kids about wild fires.				ongoing	Forestry Todd Schroeder

Jefferson County Local Mitigation Strategy Project List

Priority	Description of Mitigation Project	Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implementation	Estimated Costs	Status				Timeframe for Completion	Contact Information
								New	Completed	Deferred	If Deferred Why?		

Priority	Description of Mitigation Project	Hazards Mitigated	Mitigation Goals Achieved	Funding Source	Jurisdiction (Location)	Agency Responsible for Implement	Estimated Costs	Statu
								New
1	Generator/Emergency Power Backup for 3 Volunteer Fire Dept Stations	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	Jefferson County Fire Rescue/EMS	39,712.00	Requesting Standby Generators at the volunteer fire departments. These sites house fire engines and equipment. During Local states of Emergency we staff these stations with volunteers and full-time Fire Rescue personnel. Having electricity from generators to keep our equipment charged during power outages is critical.
2	Access to Critical Debris Landfill Site at Tyson Road	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	Solid Waste Department	165,585.00	NEW-Road needs improving to allow access to the tree debris area.
3	Box culvert replace on Marvin Street south of East Washington Street	All Hazards	No	HMGP	City of Monticello	City of Monticello	473,438.00	The estimated cost to rebuild the headwall on S. Marvin St. is \$500,000 and would take approximately 6 months to design, bid and construct.
4	Oxygen Generators for EMS.	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	Jefferson County Fire Rescue/EMS	133,998.00	Provide Oxygen during all hazard events.
5	Install larger culverts to prevent road washouts at vulnerable areas.	Flood, Hurricane/Tropical Storms, Heavy Rain, Thunderstorms/Wind	No	HMGP	All Jurisdictions in Jefferson County	Jefferson County Road Department	211,789.00	There is no current funding for the installation of larger culverts. This will be considered an ongoing project(s) for the county. The EM Director will have a priority list of important culverts to address.

6	Planning Dept VA roof/ window	All Hazards	No	HMGP	All Jurisdictions in Jefferson County	BOCC and City Commission	61,399.00	<p>Planning Department VA roof /windows doors ROOF</p> <p>The Veteran's Affairs building is a concrete block building built that needs its envelope retrofitted for wind mitigation. Available records indicate this roof was last replaced in 1995, making the existing roof approximately 28 years old. The roof needs to be renovated and brought up to current building code. There will be a new ridge vent installed as well as a bathroom vent all consistent with the Florida Building Code.</p> <p>The Veteran's Affairs building is connected to the Planning and Zoning Building by a hallway but is otherwise free standing and has its own roof. The roof on the Planning and Zoning Building was replaced in 2021, but the roof on the Veteran's Affairs building remains extremely vulnerable to wind damage.</p> <p>HURRICANE IMPACT WINDOWS, DOORS AND VENT SHUTTERS</p> <p>The current windows are single pane aluminum windows possibly from the 1970's. Technology and energy standards have changed since then.</p>
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7	Hurricane Windows DOH	All Hazards	No	HMGP	DOH	DOH County Health Departme nt	142,603.00	<p>The DOH Jefferson building dedication was in 1991 and the windows most likely date to this date. They are not impact-resistant windows.</p> <p>Impact-resistant windows mitigate storm damage by protecting property from wind, debris and water damage. Wind, debris and water entering a building can put pressure on the entire structure and cause damage from the inside out.</p> <p>With no hospital in Jefferson County, DOH Jefferson serves as one of three health care providers in the county. DOH Jefferson is tasked with providing services to a county of a little over 14,000 people. It has a standby generator and can also serve as an Alternate Care Site in the event of a mass casualty.</p> <p>Impact-resistant windows at DOH Jefferson will better protect the property and enhance the ability to provide continued services during harsh weather.</p>
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s			Timefram e for Completi on	Contact Information
Complete d	Deferred	If Deferred Why?		
				Derrick Burrus 850-342-0182 dburrus@jefferso ncountyfl.gov
			6 months	Robbie Slack 850-342-0184 rslack@jefferson countyfl.gov
			6 months	Seth Lawless 850-342-8005
			6months	Derrick Burrus 850-342-0182 dburrus@jefferso ncountyfl.gov
		Lack of funding	Within a five-year timeframe	Jeff Lee

			1 year	Shannon Metty County Administrator
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			1 year	DOH Margaret Levings
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BOARD OF COUNTY COMMISSIONERS

JEFFERSON COUNTY, FLORIDA

THE KEYSTONE COUNTY-ESTABLISHED 1827

1484 SOUTH JEFFERSON STREET; MONTICELLO, FLORIDA 32344

PHONE: (850)-342-0287

Chris Tuten

District 1

Gene Hall

District 2

J T Surles

District 3- Chair

Austin Hosford

District 4-Vice-Chair

Ben White

District 5

March 7, 2024

J.T. Surles, Chairman
Board of County Commissioners
1 Courthouse Circle
Monticello, FL 32344

RE: Supplemental Budget – Fiscal Year 2023-24

Honorable Commissioners of Jefferson County,

We are requesting a supplemental budget increase in the amount of \$41,052 due to the unanticipated revenues listed below.

The expense of this grant will be used on a police vehicle.

Revenues – 14-337-220.09 – Police Vehicle Grant - \$41,052
Expenditures – 14-3101-521.810– Police Vehicle Grant - \$41,052

Thank you for your consideration.

Gustavo Rojas
County Budget Officer

CC: Shannon Metty, County Manager
Jason Welty, Clerk of the Court
Heather Encinosa, County Attorney
Evan Rosenthal, Deputy County Attorney
Austin Hosford, Commissioner Vice-Chair

Jason Welty
Clerk of Courts

Shannon Metty
County Manager

Heather Encinosa
County Attorney

**JEFFERSON COUNTY
RESOLUTION NO. 2024-**

WHEREAS, The Board of County Commissioners of Jefferson County, Florida has received funds from sources not anticipated in its budget for 2023-24; and

WHEREAS, those funds hereinafter described were received for a particular purpose; and

WHEREAS, Chapter 129.06, Florida Statutes, provides that the Budget Officer at any time within a fiscal year may amend a budget for that year when there is a receipt of funds from a source not anticipated in the budget and for a particular purpose, and expend it for a particular purpose; and

WHEREAS, there is provision for such receipts and appropriations to be added to the budget of the proper fund:

NOW, THEREFORE, The Board of County Commissioners does resolve that the following described funds be appropriated and expended for the purpose indicated:

<u>Fund</u>	<u>Department</u>	<u>Source</u>	<u>Type</u>	<u>Amount</u>
Fines & Forfeiture	Sheriff	Grant	Police Vehicle Grant	\$ 41,052.00

PASSED AND DULY ADOPTED, on this the 7th day of March 2024.

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

J.T. Surles, Chair

ATTEST:

Jason Welty, Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.

Exhibit A - FY 2023-24 - Supplemental Budget #1

Fund	Type	Account Number	Account Description	Approved Budget	Increase	Decrease	Ending Budget
Fines & Forfeiture	Revenues	14-337-220.09	Patrol Vehicle Grant	\$ -	\$ 41,052	\$ -	\$ 41,052
Fines & Forfeiture	Expenditures	14-3101-521.810	Patrol Vehicle Grant	\$ -	\$ 41,052		\$ 41,052

JEFFERSON COUNTY GRANT WORKSHEET

Please fill out this form upon receipt of all Grants. Attach a copy of this form to a copy of your Grant Agreement and give to the Clerk's Finance Office for recording.

Department: Jefferson County Sheriff's Office

Name of Grant: R7200 PATROL SUV GRANT

Granting Agency: FDLE Grant Award Date: 2/22/2024

CFDA#: 16.738 or CSFA#: _____

Grant ID#: R7200

Total Amount of Grant (or Maximum that can be awarded): \$41,052

Period that the Grant Covers (dates): 10/01/2023-09/30/2024

Is this grant reimbursable? **YES**

Is this grant in the current fiscal year budget? **YES**

If you answered "No" to the above question, please specify what fiscal year this grant applies to.
If you are wanting to use this grant in the current fiscal year and you did not budget for this grant in the current fiscal year, please note: A Budget Amendment must be done in order for you to spend any monies received.

FOR FINANCE OFFICE TO FILL OUT:

Revenue Account Code: _____

Expenditure Account Code(s): _____

Record Receivable at Year End? **YES / NO**

Do we have a copy of the Grant Agreement? **YES / NO**

NOTES:

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Jefferson County Board of Commissioners
Recipient SAM UEI: NMBJJVXNEHS6
Award Number: R7200
Award Period: 10/01/2023 – 09/30/2024
Award Title: C-R7200: PATROL SUV GRANT
Federal Funds: \$41,052.00
Matching Funds: \$0.00
Total Funds: \$41,052.00
CFDA: 16.738
Federal Award Number: 15PBJA-22-GG-00656-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Jefferson County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7200
Award Title: C-R7200: PATROL SUV GRANT
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 2/22/24

Recipient Jefferson County Board of Commissioners

Signature: _____

Typed Name and Title: Chris Tuten, Chairman

Date: 2/16/2024

by Shannon Metty, County Manager

*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional) Jefferson County Board of Commissioners

Signature: _____

Typed Name and Title: Shannon Metty County Manager

Date: 2/16/2024

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7200
Recipient:	Jefferson County Board of Commissioners
Award Title:	C-R7200: PATROL SUV GRANT
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

Jefferson County's mission is to provide professional public safety to all citizens of the county, visitors, and places of business. The slightly higher ground clearance and more aggressive tread on the tires of a marked patrol SUV are crucial in the general landscape of Jefferson County. The operational capability of patrol vehicles has a direct impact on a Deputy Sheriff's ability to safely but quickly respond when requested. Given the condition of some of the patrol vehicles in our fleet, there is a clear need to maintain an ongoing effort to upgrade the fleet with new and reliable patrol vehicles.

Currently, the budget in Jefferson County is not large enough to allow the Board of County Commissioners to increase the Jefferson County Sheriff's Office budget to purchase the number of patrol vehicles needed. Jefferson County Sheriff's Office continues to manage available resources on a day-to-day basis to ensure uninterrupted delivery of law enforcement emergency and non-emergency services.

Scope of Work

Upon funding, the Jefferson County Sheriff's Office will order a marked patrol SUV, receive the patrol SUV, place it into inventory, and assign it to a Deputy Sheriff. Receiving the JAG funding for this vehicle will benefit the officers and citizens, of Jefferson County.

Appendix B - Deliverables

Award Number:	R7200
Recipient:	Jefferson County Board of Commissioners
Award Title:	C-R7200: PATROL SUV GRANT
Award Period:	10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure [Marked Patrol SUV.]
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$41,052.00

Appendix C - Approved Budget

Award Number:	R7200		
Recipient:	Jefferson County Board of Commissioners		
Award Title:	C-R7200: PATROL SUV GRANT		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$41,052.00	\$0.00	\$41,052.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Marked Patrol SUV	1 marked patrol SUV at \$41,052.00 (includes 8 speed automatic transmission, 5.7 liter V8 HEMI, black cloth bucket seats, vinyl floor covering, radio with display, 4 keys and fobs, delivery standard; pearl coat paint, 18" tires with aluminum rims, full length floor console, patrol package lights includes front and rear interior lightbars, handheld light/siren controller with PA, 6' cable for controller, 24 channel expansion, 2 grille lights, 2 rear tag lights, 2 rear side window lights, 3 low profile LED lights inside the rear hatch, flasher module, tail light flasher, 9.0 hours of lighting installation; window tinting; temporary tag; decal package)	\$41,052.00	\$0.00	\$41,052.00

D. Equipment Subtotal: \$41,052.00

Appendix D: Award Contacts

Award Number: R7200
Recipient: Jefferson County Board of Commissioners
Award Title: C-R7200: PATROL SUV GRANT
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jesse Lovett
Title: Grants Manager
Address: 171 Industrial Park
Monticello, FL 32344-6385
Phone: 850-997-3011
Email: Jesse.Lovett@jcso-fl.org

Recipient Chief Official (CO)

Name: Chris Tuten
Title: Chairman
Address: 1 Courthouse Circle
Monticello, FL 32344-6385
Phone: 850-342-0218
Email: ctuten@jeffersoncountyfl.gov

Recipient Chief Financial Officer (CFO)

Name: J.C. O'Steen
Title: Clerk of Circuit Court
Address: 1 Courthouse Circle
Monticello, FL
Phone: 850-342-0218
Email: jcosteen@jeffersonclerk.com

Appendix E: Special Conditions

Award Number: R7200
Recipient: Jefferson County Board of Commissioners
Award Title: C-R7200: PATROL SUV GRANT
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The Recipient indicated the marked patrol SUV will be procured through the use of an Alternate Source Contract (GSA, NASPO, piggybacking, etc.). However, at the time of application, the alternate source contract number was not provided. The Recipient will be required to provide the applicable contract number at the time of monitoring.
- S0002 At the time of application, the recipient indicated it does not have written procedures governing the inventory process. All award procurement must comply with the Management and Budget (OMB) Uniform Requirements, 2 CFR 200.310-316. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0004 At the time of application, the recipient had not submitted a current EEO Plan Approval Letter to the Office of Criminal Justice Grants. The recipient must submit an EEO Plan Approval Letter to the Office of Criminal Justice Grants at monitoring.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0006 WITHHOLDING OF FUNDS: The project period for this award starts 10/1/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the

Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

- 3.0 Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.
- 4.0 Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; 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;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.
- Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.
- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of

any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of

Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not

be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor

refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbraco.prod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision,

the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed

budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

- 3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://oip.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;

- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 26.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
- 27.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/NEPA.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/oip/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

Exhibit A
Form Work Authorization

WORK AUTHORIZATION NO. _____

Continuing Professional Services Agreement

by and between

Jefferson County and Southeastern Consulting Engineers, Inc.

PROJECT NAME: CR 149 (Boston Hwy) Resurfacing PH I from SR 57 (US 319) FL/GA Parkway to Still Road Project Design Services FDOT FPID No.: 448613-1-54-01

A. SUMMARY OF SERVICES TO BE RENDERED:

1. Surveying:

- a.** Survey shall be on NAVD 88 & State Plane Coordinate System
- b.** Provide topographic survey on 250' sections for 2.85 miles
- c.** Locate right of way where possible.
- d.** Locate existing above ground improvements.
- e.** Locate existing utilities above ground and below as available including drainage structures/piping.

2. Design & Permitting

- a.** Provide design according to the Manual of Uniform Minimum Standards for Design Constructive and Maintenance for Streets and Highways commonly known as the "Florida Green Book".
- b.** Provide plan sheets and cross sections.
- c.** Provide signing and marking plans in accordance with Manual of Uniform Traffic Control Devices (MUTCD)
- d.** Provide permitting as necessary to meet Northwest Florida Water Management District (NFWMD) exemption requirements.

3. Construction Administration

- a.** Prepare specifications and bid documents.
- b.** Review Bids and provide recommendation of award.
- c.** Prepare project closeout documents.
- d.** Coordinate with FDOT as required.

4. Deliverables

- a.** Provide two signed and sealed topographic surveys to County.
- b.** Provide two sets of 90% review drawings for review and comment.
- c.** Provide two sets of 100% construction and bid documents.
- d.** Attend County Commission Meetings.

5. Exclusions

- a.** Right of Way verification.
- b.** Title searches or opinions.
- c.** Construction stake out surveys
- d.** Construction Engineering Inspection Services

B. PROJECT COST: A lump sum fee of \$201,425.90. This fee is within the limits of funds pertaining to this project.

C. PROJECT SCHEDULE:

Design & Construction to be completed by October 31, 2024.

D. NOTICE/PROJECT MANAGER OF CONSULTANT

L. Jack Husband III, P.E.
Southeastern Consulting Engineers, Inc.
120 Hwy 71
Wewahitchka, FL 32465
(850) 639-3860
(888)703-8219
jack.husband@southeasternce.com

Shannon Metty County Manager
Jefferson County
1484 S. Jefferson Street
Monticello, FL 32344
Phone: (850) 342-0287
Fax: N/A
smetty@jeffersoncountyfl.gov

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



L. Jack Husband III, P.E.
Southeastern Consulting Engineers, Inc.

DATE: October 26, 2023

J.T. Surles, Chairman
Jefferson County
Board of County Commissioners

DATE: _____

Exhibit A
Form Work Authorization

Exhibit A
Form Work Authorization

WORK AUTHORIZATION NO. _____

Continuing Professional Services Agreement

by and between

Jefferson County and Southeastern Consulting Engineers, Inc.

PROJECT NAME: CR 149 (Boston Hwy) Resurfacing PH II from Still Road to Giley Road Project
Design Services FDOT FPID No.: 448613-2-34-01

A. SUMMARY OF SERVICES TO BE RENDERED:

1. Surveying:

- a.** Survey shall be on NAVD 88 & State Plane Coordinate System
- b.** Provide topographic survey on 250' sections for 2.806 miles
- c.** Locate right of way where possible.
- d.** Locate existing above ground improvements.
- e.** Locate existing utilities above ground and below as available including drainage structures/piping.

2. Design & Permitting

- a.** Provide design according to the Manual of Uniform Minimum Standards for Design Constructive and Maintenance for Streets and Highways commonly known as the "Florida Green Book".
- b.** Provide plan sheets and cross sections.
- c.** Provide signing and marking plans in accordance with Manual of Uniform Traffic Control Devices (MUTCD)
- d.** Provide permitting as necessary to meet Northwest Florida Water Management District (NFWMD) exemption requirements.

3. Construction Administration

- a.** Prepare specifications and bid documents.
- b.** Review Bids and provide recommendation of award.
- c.** Prepare project closeout documents.
- d.** Coordinate with FDOT as required.

4. Deliverables

- a.** Provide two signed and sealed topographic surveys to County.
- b.** Provide two sets of 90% review drawings for review and comment.
- c.** Provide two sets of 100% construction and bid documents.
- d.** Attend County Commission Meetings.

5. Exclusions

- a.** Right of Way verification.
- b.** Title searches or opinions.
- c.** Construction stake out surveys
- d.** Construction Engineering Inspection Services

B. PROJECT COST: A lump sum fee of \$174,540.00. This fee is within the limits of funds pertaining to this project.

C. PROJECT SCHEDULE:

Design to be completed by October 31, 2024.

D. NOTICE/PROJECT MANAGER OF CONSULTANT

L. Jack Husband III, P.E.
Southeastern Consulting Engineers, Inc.
120 Hwy 71
Wewahitchka, FL 32465
(850) 639-3860
(888)703-8219
jack.husband@southeasternce.com

Shannon Metty County Manager
Jefferson County
1484 S. Jefferson Street
Monticello, FL 32344
Phone: (850) 342-0287
Fax: N/A
smetty@jeffersoncountyfl.gov

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



L. Jack Husband III, P.E.
Southeastern Consulting Engineers, Inc.

DATE: October 23, 2023

J.T. Surles, Chairman
Jefferson County
Board of County Commissioners

DATE: _____

Exhibit A
Form Work Authorization