



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**

District 1, Chair

Eugene Hall

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4

Stephen Walker

District 5, Vice Chair

Regular Session Agenda

August 18, 2015 at the Courthouse Annex

435 W. Walnut St. Monticello, FL 32344

1. 6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance
2. Public Announcements, Presentations, & Awards
 - a) Announcement – Lloyd Interchange Brownfields District Public Hearing – August 27th @ 6 PM at Capital City Travel Center/Restaurant, 2804 Gamble Road, in Lloyd
3. Consent Agenda
 - a) Approval of Agenda
 - b) Minutes of August 4, 2015 Regular Session
 - c) Rural Economic Development Resolution
 - d) TDC Items – Member Reappointment/FY15-16 Proposed Budget/Advertising Grant Requests
 - e) Library State Aid Grant Agreement
4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)
5. General Business
 - a) Ban on Fracking – Commissioner Barfield/Amalie Datz
 - b) Legislative Priorities – Dick Bailar
 - c) Millage Rate Discussion/Decision – Commissioner Boyd
6. County Coordinator
7. PUBLIC HEARING: LDC FINAL READING – ORDINANCE NO. 2015-081815-01
8. PUBLIC HEARING: G. BISHOP ENTERPRISES PROJECT – ORDINANCE NO. 2015-081815-02
9. Commissioner Discussion Items
10. Adjourn

From the manual "Government in the Sunshine", page 40:

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

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

T. Buckingham Bird
County Attorney
Page 1 of 81

ITEM 3

CONSENT AGENDA ITEMS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
August 4, 2015

The Board met this date in regular session. Present were Chairperson Benjamin “Benny” Bishop, Commissioners Betsy Barfield, Hines Boyd, Eugene Hall and Stephen Walker. Also present were County Attorney Buck Bird, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

ITEM 1: Call to Order, Invocation, Pledge of Allegiance

1. County Coordinator Parrish Barwick led the invocation and pledge.

ITEM 3: Consent Agenda

2. Commissioner Barfield asked to pull the Small Grant Application to discuss under General Business. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the consent agenda as amended—consisting of the approval of the agenda and the minutes of the July 21st, 2015 Regular Session—was approved.**

ITEM 4: Citizens Request & Input on Non-Agenda Items

3. Citizen Paul Henry thanked Commissioner Barfield for pulling grant item for discussion. He also commented on people not utilizing newly paved sidewalks along US-90.
4. Citizen Troy Avera thanked the Board for their forward thinking with regards to the Wacissa River and Heritage Road program, both of which he said was bringing people to the community, thus contributing to his Bed & Breakfast.
5. Economic Development Director Julie Conley requested a workshop on Project Game Changer later this month or early September. The Board chose August 24th, August 31st and September 1st as potential dates for this workshop.
6. Gayle Wilson, with Capital Medical Foundation, introduced herself and briefly discussed her organization’s functions in the county. She requested funding from the Board in the upcoming budget and stated that her foundation currently operates on roughly \$7000 in donations from Jefferson County.
7. Diane Fincham, Executive Director of the Jefferson Senior Center, stated that managed care has taken away much of that the Senior Center used to do. She asked the Board to consider helping the Senior Center keep its doors open via funding in the upcoming budget year.
8. Warden Chris Hodson, with Jefferson Correctional Institute, thanked the Board for their continued support and stated there were jobs available in Corrections both in the County and surrounding area.

**ITEM 5: Small Grant Application (moved from Consent Agenda)
Certification**

9. Commissioner Barfield stated this grant was for a private, Christian school and stated there may be conflicts or issues with the rules/stipulations. Commissioner Boyd stated he was a supporter of the school that would benefit from the grant, but that the Board needed to make sure using it was using the economic development money as it was intended. Citizen Paul Henry stated he was against using tax dollars for private endeavors. Citizen Dick Bailar stated the Board needed to review the rules and stipulations, as he believed organizations and entities with religious affiliations were excluded. At the request of Commissioner Barfield, the Board tabled this item to a future meeting.

ITEM 5a: Presentation of Audit

10. Chris Johnson, auditor for Carr, Riggs & Ingram, presented the County Audit to the Board. He stated the County was in healthy condition and went over different portions of the audit, from the Management Discussion & Analysis to the Audit Findings.

ITEM 5b: Brownfield Designation for Properties at I-10/Hwy 59 Interchange

11. Economic Development Director Julie Conley introduced this item and stated that both property owners had retained council and were looking into redeveloping the truck stop at I-10 and Highway 59. Various benefits of designating these properties as Brownfield were discussed, including local, state and federal incentives at no cost to the County. Attorney Joe Uolo, on behalf of one of the property owners, stated the County would mostly benefit from improved property values. Commissioner Boyd asked that—if both parties were interested—what the next step would be, to which Attorney Uolo stated two noticed/advertised designation hearings, one of which would need to be near the physical location discussed. After the two hearings, it would need to be voted on by the Board. Citizen Paul Henry stated it was a shame that entities had to get money from the government to meet government regulations. Clerk of Court Kirk Reams recommended aiming for the second meeting in September for the second meeting. The consensus of the Board was to move forward with the Brownfield designations.

ITEM 5c: Old Lloyd Road Sidewalk Bid Recommendation

12. Clerk of Court Kirk Reams introduced this item and stated it was the one piece of paving in this project that had to be bid out separately. **On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried, the Board approved the low bid of Pyramid Excavation for the amount of \$46,743.** Clerk of Court Kirk Reams stated he was working with FDOT and would need an RFQ for another engineer to perform the C.E.I., which was a review of work performed that required an engineer different from the engineer that designed the project. He stated a committee was needed and recommended a committee of Commissioner Barfield, County Coordinator Barwick and himself. Commissioner Barfield stated the Board needed to research

the \$50-\$60k of Bike/Pedestrian money and find out how long the County had before the money “sunsets.”

ITEM 5d: Contracting for the County

13. General Contractor Bob Perry stated his concerns about contracting on several projects in the county and stated he was unable to bid on these projects. He asked the Board how he could find out if a job exists and how he could win a bid to work for the County. County Coordinator Parrish Barwick stated that all projects were advertised locally in the Monticello News. He also stated he would be more than happy to directly mail each General Contractor in Jefferson County on each project. County Engineer Daryle Gray stated that all projects were advertised for the designated length in at least the local paper, and often the Tallahassee Democrat as well. Citizen Paul Henry stated that one issue was that some federal programs like CDBG do not give local preference.

ITEM 5e: Legislative Priorities

14. Dick Bailar, on behalf of the Legislative Committee, stated it was already time to discuss the next Legislative session. He requested the Board to have priorities/direction for the Legislative Committee by the next meeting if possible and recommended prioritizing projects that needed special funding as opposed to recurring projects like SCRAP/SCOP.

ITEM 5f: Small Business Development Program Update

15. Marcia Elder with the Small Business Development Program gave an in-depth update on the program in the form of a slideshow presentation.

ITEM 5g: SHIP Annual Report Certification

16. County Coordinator Parrish Barwick introduced this item and stated it needed the Chairman’s signature in order to submit. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved the certification.**

ITEM 5h: Changes to CDBG Participation Plan

17. County Coordinator Parrish Barwick introduced this item and stated that Department of Economic Opportunity was requesting the three changes be approved by the Board. **On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board approved the participation plan. On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, the Board approved the complaint and grievance agreement and procedures. On motion by Commissioner Walker, seconded by Commissioner Barfield and unanimously carried, the Board approved CDBG purchasing agreement.**

ITEM 7: Commissioner Discussion Items

18. Commissioner Hall stated he had been working with Superintendent of Schools Al Cooksey about the outdoor basketball court adjacent to Howard Middle School as previously discussed. He stated the only issues were liability and maintenance. Chairman Bishop inquired if the Commissioner Hall was requesting the Board lease the basketball court from the School Board. The Board discussed acquiring the court and the implications/precedent it would set for liability and maintenance purposes. Commissioner Boyd recommended Commissioner Hall bring back a lease agreement from the School Board to the Board.
19. Chairman Bishop read a letter that stated the EMS County Grant funds could now be requested.

ITEM 8: Adjournment

20. The warrant register was reviewed and bills ordered paid.
21. **Chairman Bishop adjourned the meeting.**

Attest: _____
Clerk

Chairman

RESOLUTION NO. 2015-081815-01

A RESOLUTION SUPPORTING EFFORTS TO INCREASE RURAL FLORIDA'S ABILITY TO COMPETE FOR ECONOMIC DEVELOPMENT PROJECTS; INCREASING INCENTIVES, RESOURCES AND TECHNICAL ASSISTANCE AVAILABLE TO EXISTING AND PROSPECTIVE BUSINESSES IN RURAL FLORIDA; AND CALLING FOR TIMELY AND EFFICIENT PROCESSING OF GRANT APPLICATIONS AND REQUESTS FOR REIMBURSEMENT

WHEREAS, the Jefferson County Board of County Commissioners is concerned about the economic health and well-being of residents in Florida's rural counties; and

WHEREAS, we strongly believe in the need to be proactive - and not reactive - in order to maintain and create employment opportunities for our citizens, while supporting the quality of life in our rural communities; and

WHEREAS, Florida's urban counties have grown rapidly over the past forty years, while rural counties, which represent thirty-four of Florida's sixty- seven counties, have not shared in this growth and prosperity; and

WHEREAS, Florida's rural counties offer unique and diverse economic development opportunities in the areas of manufacturing, logistics, warehousing, distribution and agriculturally- based jobs and industries; and

WHEREAS, current state economic development resources and investments targeting the needs of rural communities are woefully insufficient; and

WHEREAS, it is our duty, as elected officials, to provide for responsible, economic growth which will improve our tax base and support the educational, business, and quality of life needs of rural Florida; and

WHEREAS, unlike urban counties where large sums are spent to develop infrastructure to support growth and development, rural counties are lacking infrastructure to enhance the economic, social and quality of life in rural Florida; and

WHEREAS, it is our strong desire to promote economic growth and prosperity so that our county will no longer need to be designated as a "Rural Area of Opportunity" by the State of Florida; and

WHEREAS, in order to access the State's economic development resources, rural counties and rural economic development organizations face burdensome bureaucracy that exhausts their limited resources and hinders their ability to respond to economic opportunity in a timely fashion; and

WHEREAS, the State of Florida lacks significant economic development incentives targeted to Florida's rural counties; and

WHEREAS, the Florida Legislature has the ability to eliminate regulatory and programmatic barriers, enhance access to and increase level of funds for rural economic development opportunities, provide increased and targeted financial resources earmarked specifically for rural counties and communities; and direct state agencies to improve the quality of service and assistance to rural Florida; and

WHEREAS improved economic conditions in rural Florida are beneficial to Florida, as a whole;

NOW, THEREFORE, THE COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA, DOES HEREBY RESOLVE TO:

Support efforts to implement rural legislation designed to increase the ability of rural Florida to compete at all levels of Florida's economy;

Call upon the Legislature to require the Florida Department of Economic Opportunity, and all applicable state agencies, to process grant applications and requests for reimbursement within a defined timeframe; and

Support efforts to increase incentives, technical assistance and other resources available for business retention, expansion and attraction in rural Florida.

PASSED AND APPROVED THIS 18TH DAY OF AUGUST, 2015.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

BY: _____
Benjamin Bishop
Chair

ATTEST:

Kirk Reams
Clerk of Courts

Memorandum

To: Kirk Reams
CC: BOCC
From: Nancy Wideman, Jefferson County TDC
Date: 8/18/2014
Re: Reappointment of TDC member and approval of proposed 2015-2016 budget and three grant requests

- The reappointment of David Ward on the Tourist Development Council needs the approval of the Board of County Commissioners.
- The 2015-2016 proposed budget for the TDC needs the approval of the Board of County Commissioners.
- The following advertising grant requests have been approved by the TDC and need the approval of the Board of County Commissioners
 1. MADCO for their September production of ‘Into the Woods’ - this grant will be funded through the 2014-2015 TDC budget
 2. Main Street for the October First Floridians, First Americans Conference
 3. Chamber of Commerce for their November BBQ Festival
The Main Street and Chamber requests will be funded in the 2015-2016 budget

	2014-2015	2014-2015	2015-2016		
	BUDGET	ACTUAL	PROPOSED		
		PROJECTED			
REVENUE					
Tax Receipts	30,200	30,266	30,500		
Grant Revenue - VF	1,375	1,500	725		
From Reserve	11,500	9,080	5,900		
TOTAL REVENUE	43,075	40,846	37,125		
EXPENSES					
Contract Labor	11,000	11,000	11,500	4% increase	
Blogging Services	600	200	1,200		
Supplies/Postage	300	250	300		
Tallahassee Bride Trade Show	200	200	200		
Honey Lake Plantation Trade Show	250	0	0		
Travel	1,000	600	1,000		
Association Membership-Visit Florida	400	395	400		
Association Membership-Original Florida	2,000	2,000	2,000		
Association Membership-Chamber	125	125	125		
Association Membership-Outdoor Writers	150	175	175		
KOA RV map ad	230	230	230		
Watermelon Festival ad	175	175	175		
Monticello Informational map	320	340	340		
Opera House Season Program Ad	150	199	200		
New Leaf Farm Tour Sponsorship	250	250	250		
Technology	300	407	0	moved	
Website Development & Maintenance	10,000	8,900	1,900	split out next year	
IT Services - Computer Equipment/Repair	0	0	300	new category next yr.	
Visioning Implementation	1,000	1,000	0		
Event/Activity Advertising Grants	12,500	12,500	15,000		
Visit FL grant matching expense	1,375	1,250	725		
Original Florida Conference Expense	200	250	250		
Legal notices	150	200	250		
Co-op Advertising	0	0	255	new category next yr.	
Miscellaneous	400	200	350		
TOTAL EXPENSES	43,075	40,846	37,125		
BEG BALANCE RESERVE 10/1/2015	16,660.80				
ENDING BALANCE RESERVE 10/1/2016	10,760.80				

IX. **Jefferson County Tourist Development Council**
SPECIAL EVENT GRANT PROGRAM APPLICATION

Please Print or Type:

1. Name of Event:

2. Date of Event:

Start time: End Time: Fee: \$

3. Description of Event:

Three day conference with 24 experts discussing the archaeological and historical assets of Jefferson County and particularly the Aucilla River. Led by Dennis Stanford of the Smithsonian and Michael Waters of the Center for the First Americans.

4. Amount of Grant Request: \$

5. Host Organization:

6. Description of Organization (include date organization was created):

Founded in 1997, Main Street is dedicated to creating and implementing efforts designed to encourage economic development in Monticello and Jefferson county while protecting and where possible enhancing the area's culture, history and natural environment.

7. Contact Person:
(Name) (Title)

Address:

City: State: Zip:

Daytime Contact #: Email Address:

Public Information #: Website:

INFORMATION FOR TOURISM DEVELOPMENT PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

12. Anticipated # of out-of-town overnight visitors 100+

Anticipated # of attendees: 700+

13. How does this event contribute to the overall appeal of Jefferson County as a preferred visitor destination? This conference emphasizes the depth and breadth of the history of Jefferson County. Speakers will offer and explain factual evidence that people lived along the Aucilla 14,400 years ago. They will also suggest to our audience that paleoindians living in this area may have come from Europe, crossing the ice in the last ice age or coming across the north Atlantic in open water from Ireland to Iceland etc. until they reached the North American mainland.

INFORMATION FOR EVENT EVALUATION PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

14. How does the event support your organization’s mission? This event supports our mission completely, but especially in that it educates local residents and visitors in our history, culture and natural environment. Our goal is to help everyone who attends the conference and those who read about it understand how precious our stated assets are.

15. Describe how grant funds would be used. We will use this grant money to advertise in on WFSU Radio, where we will reach our primary audience outside Jefferson County. The ads will be started the day after a group representing the coordinators of the conference will appear on WFSU Perspectives to describe the conference.

16. Describe how you evaluate the outcome of the event. We will ask each registered attendee to complete an evaluation form during the conference and send out a form requesting a response once the conference is over.

17. Describe how you plan to document overnight hotel stays. We are advertising a conference hotel to registrants because we believe we have enough speakers and early registrants to fill all available beds in Monticello proper.

GENERAL INFORMATION

18. Have you received a JCTDC grant in the past? Yes No

If yes, include amount, name of event and year received:

Amount	Name of Event	Year
\$1,500	First Floridians First Americans	2012
\$1,500	Smithsonian Journey Stories	2013
\$1,500	Sharing Water: The Floridan Aquifer in Ala, Ga, & FL	2014

CERTIFICATION AND COMPLIANCE STATEMENT

APPLICANT:

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and that I have read the Policies and Procedures of the Jefferson County Special Event Grants Program and will abide by all legal, financial, and reporting requirements as a condition of receiving grant funds from the Jefferson County Tourist Development Council. Signatures must be **original** in **ink**.

Name: Anne H. Holt

Please Print or Type

Organization: Main Street of Monticello Florida, Inc.

Please Print or Type


(Signature)

April 9, 2015
(Date)

Please return the original of the Application and
the Certification & Compliance Page to:

Nancy Wideman, Coordinator
Jefferson County TDC
P.O. Box 275
Monticello, FL 32345
Nancyw1100@yahoo.com
850-997-0517

IX. **Jefferson County Tourist Development Council**
SPECIAL EVENT GRANT PROGRAM APPLICATION

Please Print or Type:

1. Name of Event:

2. Date of Event:

Start time: End Time: Fee: \$

3. Description of Event:

Into the Woods by Stephen Sondheim , is the season opener at the Monticello Opera House, presented by the Monticello Acting & Dance Co. Both the Opera House and MadCo are 501 c3 organizations. This event will bring 3000 visitors to Monticello.

4. Amount of Grant Request: \$

5. Host Organization:

6. Description of Organization (include date organization was created):

MADCo offers shows for all ages. It became a 501 c3 organization in 2009, though it has been delighting audiences with professional level theatrical experiences since 2007. The Company makes its theatrical home at the Monticello Opera House. The Studio where students of all ages study musical theater, dance, voice, piano, yoga and Pilates, is located at 262 N. Cherry Street. We specialize in Broadway musicals, children's theatre, musical revues and corporate event shows.

7. Contact Person: (Name) (Title)

Address:

City: State: Zip:

Daytime Contact #: Email Address:

Public Information #: Web:site:

INFORMATION FOR TOURISM DEVELOPMENT PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

12. Anticipated # of out-of-town overnight visitors

Anticipated # of attendees:

13. How will this event contribute to the overall appeal of Jefferson County as a preferred visitor destination? MadCo operates the only performance and educational program for children, teens and adults in Jefferson County. Actors and musicians from Tallahassee, Thomasville, and Valdosta are participating in this show. Their friends and families will also attend the show. MadCo shows bring families to Jefferson County, Monticello and the Monticello Opera House who might have never attended a show, thus educating and enlightening future generations of theater goers. Having quality entertainment available for out-of-town visitors makes for repeat business for local B&B's, motels, camping grounds, restaurants, shops, and gas stations and repeat customers who will continue to support the Opera House. This grant will help advertise Into the Woods on regional TV stations. Repeatedly seeing the Opera House mentioned on TV helps make consumers aware of what is available in Monticello, Jefferson County and brings tourists not only for this show, but for future events as well.

INFORMATION FOR EVENT EVALUATION PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

14. How does the event support your organization's mission?

Our mission is to entertain as well as educate audiences of all ages. This event supports our mission 100%.

15. How grant funds will be used?

Funds will be used to advertise the show on TV through a :15 second commercial seen throughout N Florida on WCTV.

16. How you will evaluate the outcome of the event?

Calls are made post event to B&B's, motels, and campgrounds. This year, we will provide all lodging establishments with flyers and instruct them to try to collect accurate follow-up information. We also take an informal poll at the box office and ask how people learned about the show. We also turn in box office reports to Music Theater International. We also have to do settlement with the Opera House.

17. How you will document overnight hotel stays?

. Same as above.

GENERAL INFORMATION

18. Have you received a JCTDC grant in the past? Yes No

If yes, include amount, name of event and year received:

Amount	Name of Event	Year
\$1500	Marvelous Wonderettes	January 2015
\$1500	Cabaret	January 2014
\$1500	Little Shop of Horrors	September 2014

CERTIFICATION AND COMPLIANCE STATEMENT

APPLICANT:

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and that I have read the Policies and Procedures of the Jefferson County Special Event Grants Program and will abide by all legal, financial, and reporting requirements as a condition of receiving grant funds from the Jefferson County Tourist Development Council. Signatures must be **original in ink**.

Name: Melanie Mays

Please Print or Type

Organization: Monticello Acting & Dance Co.

Please Print or Type

Melanie Mays

(Signature)

July 28, 2015

(Date)

Please return the original of the Application and the Certification & Compliance Page to:

Nancy Wideman, Coordinator
 Jefferson County TDC
 P.O. Box 275
 Monticello, FL 32345
Nancyw1100@yahoo.com
 850-997-0517

IX. Jefferson County Tourist Development Council SPECIAL EVENT GRANT PROGRAM APPLICATION

Please Print or Type:

1. Name of Event:

2. Date of Event:

Start time: End Time: Fee: \$

3. Description of Event:

BBQ contest advertised by Florida BBQ Association will honor the county's heritage of cooking, food, beverage and culinary traditions. Festival will include several other culinary contest as well as making it appealing for all age groups by hosting a greased pig chase for children, a corn hole tournament, pumpkin carving contest, a beer garden with college football games aired and hay rides. Attendees will be entertained by musical bands all day long.

4. Amount of Grant Request: \$

5. Host Organization:

6. Description of Organization (include date organization was created):

The Monticello-Jefferson County Chamber of Commerce was established July 13, 1957. We are an organization of businesses seeking to further our collective interests, while advancing our community and County. We network and promote our businesses, as well to do our best to attract visitors to our area. Our Chamber of Commerce is not a governmental body or institution and has no direct role in the writing and passage of laws and regulations that affect businesses. We do however, act as a lobby in an attempt to get laws passed that are favorable to businesses..

7. Contact Person:
(Name) (Title)

Address :

City: State: Zip:

Daytime Contact #: Email Address:

Public Information #:

(850)997-5552

Website:

www.monticellojeffersonfl.com

INFORMATION FOR TOURISM DEVELOPMENT PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

12. Anticipated # of out-of-town overnight visitors

25-50

Anticipated # of attendees:

1500

13. How will this event contribute to the overall appeal of Jefferson County as a preferred visitor destination?

Advertising outside of our community will encourage people from the surrounding areas to attend the Jefferson Country Fair. The Chamber can market the entire county of Jefferson in a way that will be beneficial to all of the local area. This event will offer our members an opportunity to host a booth at the Fair to benefit their business. It will also allow attendees to shop, spend the night, purchase gas and eat over the weekend, bringing more income to Monticello/Jefferson. The Chamber has the ability, resources, and knowledge to promote the County in an advertising campaign that will benefit our citizens and business community.

INFORMATION FOR EVENT EVALUATION PORTION OF COMMITTEE SCORING – 25 POINTS MAX.

14. How does the event support your organization's mission?

The Chamber of Commerce encourages and promotes commercial, industrial, civic and general interests for the business and civic organizations who are members of the Chamber. The Chamber works to represent member interests to the City Council and Board of County Commissioners. We act as the local Visitor Center, fielding inquires about local businesses, organizations and events to residents, newcomers and visitors. By promoting our county and surroundings in a TV / Newspaper campaign for this event definitely supports our mission which is: Our mission is to be the frontline advocate for the Jefferson County business community. We will support activities that encourage economic growth and prosperity, while protecting our natural, historic and cultural resources. We will partner with area organizations to market a positive and progressive

image of our community

15. Describe how grant funds will be used?

We will use this grant money to advertise on WCTV, WFSU radio, Tallahassee Democrat, Monticello News, brochures to be distributed and 100+ yard signs to be placed around the county as well as in Leon and Thomas counties - advertising the event.

16. How you will evaluate the outcome of the event?

There is a group called the BBQ Queens that will be walking around the event surveying attendees using a printed evaluation form.

17. How you will document overnight hotel stays?

Contact will be made with the lodging facilities either by phone, email or letter explaining the details of tracking the number of heads in beds. Then using the Special Events Tracking Form provided by the Jefferson County TDC all of the lodging establishments in the county will be contacted during the week after the event to determine the number of rooms, the number of nights and the number of guests the owners can attribute to this campaign

<p>GENERAL</p>	<p>I N F O R M A T I O N</p>
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18. Have you received a JCTDC grant in the past? Yes No

If yes, include amount, name of event and year received:

Amount	Name of Event	Year
\$2,000	Bike Fest	2015
\$1,500	Shopping Downtown Monticello – Christmas	2014

\$1,000	Watermelon Festival	2015
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CERTIFICATION AND COMPLIANCE STATEMENT

APPLICANT:

I hereby certify that the information contained in this application is true and correct to the best of my knowledge and that I have read the Policies and Procedures of the Jefferson County Special Event Grants Program and will abide by all legal, financial, and reporting requirements as a condition of receiving grant funds from the Jefferson County Tourist Development Council. Signatures must be **original in ink**.

Name: Katrina Richardson
Please Print or Type

Organization: Chamber of Commerce
Please Print or Type

Katrina Richardson
(Signature)

7/29/15
(Date)

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Jefferson County Board of County Commissioners
for and on behalf of
Jefferson County Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Jefferson County Board of County Commissioners for and on behalf of Jefferson County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17 *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.

- 2. Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 29 of this Agreement.
- 3. Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
- 4. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, Florida 32399
Phone: (850) 245-6620
Facsimile: (850) 245-6643
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Natalie Binder, Interim Director
375 South Water Street
Monticello, Florida 32344-1346
Phone:
Facsimile:
Email: nbinder@jeffersoncountyfl.gov

- 5. Grant Payments.** All grant payments are requested by submitting a Grant Payment Request Form. The Grant Payment Request Form is available on the Division’s website at info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/. The total grant award shall not exceed the amount specified on the “Fiscal Year 2015-2016 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

 - a) The first payment will be a 100% fixed price in the amount of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
- 6. Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.
- 7. Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

First payment will be withheld if Deliverables are not satisfactorily completed.

- 9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

- 10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are available online at myfloridacfo.com/aadir/reference_guide/.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- 11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
- 13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Library Program Administrator, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), Florida Statutes within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.
- 19. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

20. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

21. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

22. Lobbying. The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

23. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

24. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

25. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

26. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19, Noncompliance.

27. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

28. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

29. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

30. Preservation of Remedies. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

31. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

32. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
 - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 33. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 34. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 35. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 36. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 37. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- 38. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

39. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Federal and State of Florida Single Audit Act Requirements (Attachment A), including Exhibit 1.
- c) Fiscal Year 2015-2016 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Date of Agreement: _____

Grantee:

By: _____
 Chair of Governing Body or
 Chief Executive Officer

 Typed name and title

 Clerk or Chief Financial Officer

 Typed name and title

 Date

Department of State:

By: _____

 Typed name and title

 Witness

ATTACHMENT A

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 *CFR* 2 Subpart F – Audit Requirements and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.328 and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. Exhibit 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 *CFR* 2 §200.501 Audit Requirements:

(a) *Audit required.* A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single audit conducted in accordance with 2 *CFR* 2 §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends federal awards under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 *CFR* 2 §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when federal awards expended are less than \$750,000.* A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with federal statutes, regulations, and the terms and conditions of federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with federal statutes, regulations, and the terms and conditions of federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet address listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

U.S. Government Printing Office

www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), *Florida Statutes* and has received state funds awarded by the Department of State. Exhibit 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97, *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. Exhibit 1 to this attachment indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1 of this attachment, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), *Florida Statutes* and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes* is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet addresses listed below will assist recipients in locating documents referenced in the text of this agreement and with the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
fldfs.com

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 2 §200.512 and required by Part I of this attachment shall be submitted, when required by 2 *CFR* 2 §200.512, by or on behalf of the recipient, directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse, electronically, at *harvester.census.gov/sac/* as designated in 2 *CFR* 2 §200.512

- C. Other federal agencies and pass-through entities, in accordance with 2 *CFR* 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by Part I of this attachment and conducted in accordance with 2 *CFR* 2 §200.501 Audit Requirements is not required to be submitted to the Department of State for the reasons pursuant to 2 *CFR* 2 §200.501, the recipient shall submit the required written notification pursuant to 2 *CFR* 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

A non-federal entity that expends less than \$750,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year, except as noted in 2 *CFR* 2 §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and Government Accountability Office (GAO).

3. Copies of financial reporting packages required by Part II of this attachment shall be submitted, by or on behalf of the recipient, directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 2 Subpart F, Audit Requirements; Section 215.97, *Florida Statutes*; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 2 Subpart F or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General* should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

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

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Library Grants, CSFA Number 45.030
Award Amount: Listed on Attachment B, Fiscal Year 2015-2016 State Aid to Libraries Final Grants

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.030.

ATTACHMENT B

Fiscal Year 2015-2016 State Aid to Libraries Final Grants

ITEM 5(b)

LEGISLATIVE PRIORITIES

Dick Bailer Legislative Committee Request for 2016-17 Session Priorities

**BOARD OF COUNTY COMMISSIONERS
Jefferson County 2015 Legislative Priorities**

The BOCC directs the Jefferson County Legislative Committee to pursue the following fiscal priorities during the 2015 Florida Legislative Session:

BASE FUNDING PRIORITIES

Accomplished

- Maintain funding for Fiscally Constrained Counties
- Maintain PILOT for tax revenue lost from Amendments 1 and 4 1
- Maintain funding of Small County Solid Waste Grant
- Maintain funding for SHIP Affordable Housing Grant
- Maintain funding of the FDOT Road Programs (SCRAP/SCOP/CIGP)
- Maintain full funding for Library

SPECIAL REQUEST PROJECTS

Seek \$200,000 Small County Courthouse Facilities for Old High School
**SCCF was not funded, but LegCo assisted in obtaining
\$1,150,000 in Special Category Grants: High School**

\$350K,

\$50,000

**Opera House \$400K, Dixie Plantation \$350K, and
Lamont schoolhouse**

Seek inclusion of county in revenues from 2014 Amendment One.
**Revenue distribution under lawsuit but LegCo assisted in
Securing Preservation Funding, over a million of which
came
to the county.**

Seek FRDAP grant for Head of the Wacissa **No grant was filed by county**

Seek funding for sewage treatment facility at I-10/SR59 **Not
Funded**

Seek funding for Public Health Facility renovation \$7,400,000 **Not
Funded**

NEW SPECIAL FUNDING REQUESTS

Seek funding (amount to be determined) for Game Changer project

Senator Montford and Representative Beshears have asked that you rate your priorities. I would suggest that this applies to Special Funding Requests that are not otherwise addressed without delegate support. The BASE Priorities are either funded by statute or reviewed annually for extension and amount.

ITEM 7

**PUBLIC HEARING –
LDC ORDINANCE NO. 2015-081815-01**

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

ORDINANCE NO. 2015-081815-01

AN ORDINANCE OF JEFFERSON COUNTY FLORIDA, RELATING TO THE JEFFERSON COUNTY LAND DEVELOPMENT CODE; ADOPTING AMENDMENTS TO THE JEFFERSON COUNTY LAND DEVELOPMENT CODE CONFORMING TO THE EVALUATION AND APPRAISAL REPORT AMENDMENTS TO THE COMPREHENSIVE PLAN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; REPEALING THE JEFFERSON COUNTY LAND DEVELOPMENT CODE IN ITS ENTIRETY AND ADOPTING A NEW LAND DEVELOPMENT CODE 2014; ADOPTING A TITLE PAGE AND TABLE OF CONTENTS; ADOPTING ARTICLE ONE, GENERAL PROVISIONS; ADOPTING ARTICLE TWO, LAND USE; ADOPTING ARTICLE THREE, CONCURRENCY; ADOPTING ARTICLE FOUR, RESOURCE PROTECTION; ADOPTING ARTICLE FIVE, DEVELOPMENT DESIGN; ADOPTING ARTICLE SIX, SIGNS; ADOPTING ARTICLE SEVEN, NON-STANDARD DEVELOPMENT; ADOPTING ARTICLE EIGHT, BOARDS AND AGENCIES; ADOPTING ARTICLE NINE, ADMINISTRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR COPY ON FILE; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) (hereinafter “Community Planning Act”) Jefferson County has adopted and has in effect a Comprehensive Land Use Plan and a Land Development Code; and

WHEREAS, pursuant to the requirements of the Community Planning Act, Jefferson County

has adopted the 2010 Final Evaluation and Appraisal Report (hereinafter “EAR”) which was transmitted to, and was reviewed by, the State of Florida Department of Community Affairs, the former State Land Planning Agency, and the EAR was determined to be sufficient; and

WHEREAS, in order to implement the EAR, Jefferson County prepared and adopted certain amendments to the Jefferson County Comprehensive Plan, which amendments were entitled “Comprehensive Plan 2025 Jefferson County Florida” (hereinafter “Plan Amendments”); and

WHEREAS, pursuant to Section 163.3202, Florida Statutes, Jefferson County is required to adopt amendments to its Land Development Code in order to implement the adopted Plan Amendments; and

WHEREAS, in order to implement the Plan Amendments, Jefferson County has prepared amendments to the Land Development Code, entitled the “Jefferson County Land Development Code 2014” which are to be adopted by repealing and replacing the previous Land Development Code in its entirety; and

WHEREAS, a public hearing has been conducted after due public notice by the Jefferson County Planning Commission which has recommended adoption of the Land Development Code 2014 by the Board of County Commissioners; and

WHEREAS, the Jefferson County Board of County Commissioners has determined that this ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

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

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to repeal the Jefferson County Land Development Code and adopt the “Jefferson County Land Development Code 2014” replacing said previous code in its entirety with the new land development code adopted hereby.

SECTION 3: REPEAL OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE IN ITS ENTIRETY.

The Jefferson County Land Development Code, as may have been amended from time to time, is hereby repealed in its entirety. See “Exhibit B.”

SECTION 4: ADOPTION OF JEFFERSON COUNTY LAND DEVELOPMENT CODE 2014.

The Jefferson County Land Development Code 2014 is hereby adopted as follows:

Title Page and Table of Contents, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article One, General Provisions, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Two, Land Use, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Three, Concurrency, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Four, Resource Protection, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Five, Development Design, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Six, Signs, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Seven, Non-standard Development, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Eight, Boards and Agencies, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

Article Nine, Administration, as reflected in “Exhibit A” attached hereto and incorporated herein by reference.

SECTION 5: SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and affect.

SECTION 6: CONFLICT

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict,

hereby repealed.

SECTION 7: COPY ON FILE

A certified copy of this enacting ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 9: AUTHORITY

This ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 163.3161 through 163.3215, Florida Statutes.

PASSED on first reading May 19, 2015.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County upon second and final reading this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Benjamin Bishop, Chair

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Planning Commission Attorney

ITEM 8

**PUBLIC HEARING –
G. BISHOP ENTERPRISES PROJECT
ORDINANCE NO. 2015-081815-02**



August 12, 2015

Jefferson County Board of County Commissioners, a Florida Unit of Local Government
1 Courthouse Circle
Monticello, FL 32344

Re: Fixed Rate Construction / Permanent Term Loan

Dear Mr. Reams and the Jefferson County Board of County Commissioners:

This letter constitutes a commitment (the "Commitment") of Regions Bank ("Lender") to make a loan (the "Loan") to the borrower described below under the following terms and conditions:

Borrower: Jefferson County Board of County Commissioners, a Florida Unit of Local Government ("Borrower", whether one or more).

Use of Proceeds: To provide construction financing to the Jefferson County Board of County Commissioners, a Florida Unit of Local Government, for a project known as the 'Glen Bishop Enterprises, LLC Project'; and permanent financing thereafter.

Loan Amount: Up to \$520,000.00

Construction Phase:

Repayment: Borrower promises to pay interest monthly on the principal amount owing. Borrower will not be required to make monthly payments in reduction of principal during the Construction Phase. All of the principal of and interest on the Loan then remaining unpaid will be due and payable in full on the Conversion Deadline unless the conditions for conversion to the Term Phase have been met.

Conversion Deadline: 9 months from the date of the Loan ("Conversion Deadline").

Conversion Date: The earlier of the Conversion Deadline or the date of receipt of the final certificate of occupancy for the Project.

Fixed Interest Rate: Interest will accrue at a fixed rate of 3.92% per annum. Interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year.

Term Phase:

A. Repayment: The principal amount of the Loan will be payable annually each year, commencing on **To Be Determined** and through the final maturity of the Loan, following a mortgage-style amortization pattern. Accrued interest will be paid quarterly. Any outstanding principal balance and accrued interest will be due on the Maturity Date.

Maturity Date: 84 months from the Conversion Date (the "Maturity Date"). 15 year amortization.

Fixed Interest Rate: Interest will accrue at a fixed rate of 3.92% per annum. Interest will be computed on the basis of the actual number of days elapsed over an assumed 360-day year.

B. Collateral: Secured by an Assignment of Local Government half-cent sales tax revenues, half-cent supplement /INMA sales tax and Pari-mutual tax revenues



Conditions Precedent: The Loan is subject to Lender's receipt of and satisfaction, in its sole discretion, with the following which shall be provided at Borrower's sole cost and expense:

1. Construction Documentation: Within 15 days prior to closing of the Loan, Borrower shall deliver to Lender a complete set of plans and specifications for the Project and a signed contract for the construction of the Project, which construction contract must be either a fixed price or a guaranteed maximum price contract. Such documents must be, in Lender's sole judgment, acceptable to accomplish the satisfactory construction and completion of the Project. An assignment of such documents to Lender may be required.
2. Payment & Performance Bond: Within fifteen days prior to closing of the Loan, Borrower shall deliver to Lender payment and performance bonds in form, amount and substance, and issued by sureties, acceptable to Lender, showing Lender as a dual obligee for all construction contracts pertaining to the Project.

Fees: Bank fees Waived

Attorney Fees: Bryant, Miller & Olive \$5,000.00

County Attorney \$1,350.00

Expenses: Borrower shall pay all costs and expenses incurred in connection with the origination, processing, closing or administration (including, without limitation, any costs and expenses related to Loan disbursements and the conversion of the Loan from the Construction Phase to the Term Phase) of the Loan, including, without limitation, filing, taxes, lien searches, title insurance, survey, environmental investigation, environmental insurance, flood insurance (when applicable), appraisal and attorney fees, Lender approved third party inspectors and document preparation, whether or not the Loan actually closes.

Treasury Management Services: Lender currently offers Treasury Management Services to its business customers. If Borrower needs to use any such services, Borrower agrees to allow Lender the first opportunity to provide such services.

Prepayment Penalty: None

Loan Documents: Reviewed and approved by Bond Counsel.

Conversion to Permanent Term Phase: In order to enter the permanent Term Phase of the Loan, Borrower must be in compliance with all covenants and conditions in the Loan Documents.

Modification and Refinance Fees: Any modification or refinance of the Loan may be conditioned by Lender on the payment by Borrower of a non-refundable fee, which shall be in addition to any other fee paid by Borrower to the Lender in connection with the Loan. Nothing in this paragraph shall obligate the Lender to modify or refinance the Loan, and Lender reserves the right to require the Loan to be repaid strictly in accordance with the terms and conditions contained in the Note.

Financial and Management Covenants: The Loan Documents will contain such representations, warranties and covenants deemed necessary or advisable by Lender and its counsel, including, without limitation, those set forth on Exhibit A.



Termination: This Commitment may be terminated by Lender if (a) there is a change in the structure or ownership of Borrower or any Guarantor; (b) a material adverse change in the condition (financial, business or otherwise) of Borrower or any Guarantor shall occur; (c) Borrower or any Guarantor or any principal, general partner, manager or member thereof shall file or make or have filed or made against such person a petition in bankruptcy, an assignment for the benefit of creditors or an action for the appointment of a receiver, or shall become insolvent, however evidenced; (d) Borrower or any Guarantor or any principal, general partner, manager or member thereof shall become deceased or mentally incapacitated; (e) any information provided to Lender by Borrower is found to be inaccurate, incomplete or to have been misrepresented; (f) any other debt to Lender of Borrower or any Guarantor or a related entity is in default; (g) any potentially unusual, irregular or suspicious activity is detected with respect to Borrower, Guarantor or their loan, deposit or other accounts or relationships with Lender, or (h) the name (or any derivation thereof) of Borrower or Guarantor or any principal of Borrower or Guarantor appears on a list of suspects issued to financial institutions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, the Federal Reserve Board, or any other governmental entity or agency.

Miscellaneous: This Commitment has been issued to Borrower for Borrower's sole and exclusive benefit, and no third party shall have rights hereunder; nor may Borrower assign its rights under this Commitment. In no event shall either Borrower or Lender be liable to the other for indirect, special or consequential damages, including the loss of anticipated profits, which may arise out of or are in any way connected with the issuance of this Commitment.

Acceptance: If the terms and conditions of this Commitment are acceptable, please indicate your agreement by signing in the space provided on the enclosed copy of this letter and returning it along with the Commitment Fee. This Commitment shall become null and void if not accepted within 14 calendar days of the date of this Commitment letter, and the Loan closed by August 31, 2015.

Jury Waiver: Lender and Borrower waive the right to any jury trial in any claim, dispute, action, proceeding or counterclaim between Lender and Borrower.

If you have any questions concerning the terms hereof, please call me at 904.998.4973 or 850.661.3045.

Sincerely,

Darrell Fowler
Relationship Manager

Accepted this _____ day of _____, 2015

Jefferson County Board of County Commissioners, a Florida Unit of Local Government

By:

Its:



Exhibit A
Financial and Management Covenants

During the term of the Loan and for so long as any portion of the Loan remains outstanding, Borrower will:

Accounting Records: Keep proper books and records in accordance with generally accepted, cash basis or sound accounting principles applied on a consistent basis. Lender or its designee may inspect or audit such books and records from time to time as Lender may, in its sole discretion, deem necessary or desirable.

Financial Statements: Furnish (1) annual financial statements audited by an accounting firm acceptable to Lender. Borrower's Chief Financial Officer.

Liquidity Maintenance: Not permit the sum of liquid assets to fall below \$500,000. Liquid assets include Borrower's and Guarantor's cash, marketable securities, and cash value of life insurance.

Debt Service Coverage Ratio: Debt Service Coverage no less than 1.50x to be measured annually, and should be calculated by using Local Government Half-Cent Sales tax plus Half-Cent Supplement/INMA revenue divided by annual debt service payment.

SUPPLEMENTAL LOAN AGREEMENT

BY AND BETWEEN

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AND

REGIONS BANK

DATED AS OF _____, 2015

Relating to

\$520,000

*Jefferson County, Florida
Promissory Note, Series 201*

TABLE OF CONTENTS
ARTICLE I
DEFINITION OF TERMS

		Page
SECTION 1.01	DEFINITIONS	2
SECTION 1.02	INTERPRETATION	4
SECTION 1.03	TITLES AND HEADINGS.....	4

ARTICLE II
REPRESENTATIONS OF BOARD

SECTION 2.01	POWERS OF THE BOARD.....	4
SECTION 2.02	AUTHORIZATION OF LOAN.....	4
SECTION 2.03	AGREEMENTS	5
SECTION 2.04	LITIGATION, ETC.....	5
SECTION 2.05	FINANCIAL INFORMATION.	5

ARTICLE III
COVENANTS OF THE BOARD

SECTION 3.01	AFFIRMATIVE COVENANTS.....	5
SECTION 3.02	NEGATIVE COVENANTS.....	6
SECTION 3.03	MISCELLANEOUS COVENANTS AND REPRESENTATIONS.....	6
SECTION 3.04	REGISTRATION AND EXCHANGE OF SERIES 2015 TAXABLE NOTE; PERSONS TREATED AS OWNERS	6
SECTION 3.05	PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION; COVENANT TO BUDGET AND APPROPRIATE ...	7
SECTION 3.06	BUSINESS DAYS	8
SECTION 3.07	LIMITED LIABILITY OF BOARD.....	8
SECTION 3.08	OFFICERS AND EMPLOYEES OF THE BOARD EXEMPT FROM PERSONAL LIABILITY.....	9

SECTION 3.09 NOTE MUTILATED, DESTROYED, STOLEN OR LOST. 9

SECTION 3.10 REMEDIES OF OWNERS OF SERIES 2015 TAXABLE NOTE. 9

SECTION 3.11 COVERAGE RATIO. 9

SECTION 3.12 REPORTING REQUIREMENTS..... 10

ARTICLE IV
CONDITIONS OF LENDING

SECTION 4.01 REPRESENTATIONS AND WARRANTIES 10

SECTION 4.02 NO DEFAULT 10

SECTION 4.03 SUPPORTING DOCUMENTS 10

SECTION 4.04 BANK QUALIFIED DESIGNATION 11

ARTICLE V
THE LOAN; BOARD'S OBLIGATION; DESCRIPTION

AND PAYMENT TERMS

SECTION 5.01 THE LOAN..... 11

SECTION 5.02 SERIES 2015 TAXABLE NOTE NOT TO BE INDEBTEDNESS OF
THE BOARD OR STATE 11

SECTION 5.03 DESCRIPTION AND PAYMENT TERMS OF THE SERIES 2015
TAXABLE NOTE. 11

SECTION 5.04 CREATION AND USE OF FUNDS 11

ARTICLE VI
EVENTS OF DEFAULT

SECTION 6.01 GENERAL 11

SECTION 6.02 EFFECT OF EVENT OF DEFAULT. 12

ARTICLE VII
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 7.01 SUBORDINATED INDEBTEDNESS 13

SECTION 7.02 ISSUANCE OF ADDITIONAL DEBT 13

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01	NO WAIVER; CUMULATIVE REMEDIES.	13
SECTION 8.02	AMENDMENTS, CHANGES OR MODIFICATIONS TO THE LOAN AGREEMENT	13
SECTION 8.03	COUNTERPARTS.	14
SECTION 8.04	SEVERABILITY	14
SECTION 8.05	TERM OF LOAN AGREEMENT.....	14
SECTION 8.06	NOTICES.....	14
SECTION 8.07	APPLICABLE LAW.	15
SECTION 8.08	BINDING EFFECT; ASSIGNMENT.	15
SECTION 8.09	NO THIRD PARTY BENEFICIARIES	15
SECTION 8.10	ATTORNEYS FEES.	15
SECTION 8.11	ENTIRE LOAN AGREEMENT.....	15
SECTION 8.12	FURTHER ASSURANCES.	15

SUPPLEMENTAL LOAN AGREEMENT

THIS SUPPLEMENTAL LOAN AGREEMENT (the "Supplemental Loan Agreement") is made and entered into as of _____, 2015, by and between **JEFFERSON COUNTY, FLORIDA**, a public body corporate and a political subdivision of the State of Florida, and its successors and assigns (the "County"), and **REGIONS BANK**, a Alabama banking corporation, and its successors and assigns, as holder(s) of the hereinafter defined Series 2015 Taxable Note (the "Bank").

WHEREAS, the Board of County Commissioners of the County (the "Board") operates pursuant to Chapter 125, Florida Statutes, as amended and other applicable law; and

WHEREAS, the Board, on behalf of the County, is a public body corporate and political subdivision created for the purpose of acquiring, owning, improving, operating, and maintaining, the operations of Jefferson County, Florida; and

WHEREAS, the Bank is willing to make available to the Board a term loan, and is willing to enter into an arrangement pursuant to the terms and provisions of this Loan Agreement;

WHEREAS, the Bank previously entered into a loan agreement with the County in 2014 for the purpose of making improvements to the County's criminal justice facilities "the Series 2014 Loan Agreement");

Whereas, the County previously issued its Promissory Note, Series 2014 (the "Series 2014 Note");

WHEREAS, the Board did, at its meeting held on _____, 2015, approve the loan commitment received from the Bank (the "Loan Commitment") authorizing, among other things the borrowing by the County of the principal amount of \$520,000 to be evidenced by the County's Taxable Promissory Note, Series 2015, in the original aggregate principal amount of \$520,000 (the "Series 2015 Taxable Note") for the purpose of (i) providing additional funds to finance the construction of a building in the industrial park (the "2015 Project") and (iii) paying certain costs of issuance of the Series 2015 Note; and,

WHEREAS, the Board hereby determines that it is desirable and in the best interest of the County to enter into this Loan Agreement whereby the County will borrow funds from the Bank (the "Loan") for the purpose described above and to evidence the obligation of the County to repay such Loan by the issuance and delivery of the Series 2015 Taxable Note to the Bank in the aggregate principal amount of the Loan; and

WHEREAS, the Series 2015 Taxable Note shall be issued pursuant to the terms and provisions of the Loan Commitment and this Loan Agreement; and

WHEREAS, the Series 2015 Taxable Note shall be secured on a parity with the Series 2014 Note by the Pledged Revenues (as defined herein) of the County and this agreement shall be supplemental to the Series 2014 Loan Agreement; and

WHEREAS, the execution and delivery of this Supplemental Loan Agreement have been duly authorized by the Board.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

**ARTICLE I
DEFINITION OF TERMS**

SECTION 1.01 DEFINITIONS. The words and terms used in this Supplemental Loan Agreement shall have the meanings as set forth in the recitals above, in the Indenture and in the following definitions:

"Series 2015 Taxable Note" means the County's Taxable Promissory Note, Series 2015, in the original aggregate principal amount of \$520,000, a form of which is attached hereto as Exhibit B;

"Series 2014 Note" means the County's Promissory Note, Series 2014, in the original aggregate principal amount of \$1,800,000.

"Act" means, Chapters 125, 218, 550 and 551, Florida Statutes, and other applicable provisions of law.

"Additional Debt" means obligations issued at any time under the provisions of Section 7.02 hereof on parity with the Series 2015 Taxable Note and the Series 2014 Note.

"Annual Debt Service" means the amount of principal of, and interest on, all debt obligations of the County due in any fiscal year.

"Bank" means Regions Bank, and its successors and assigns.

"Board" means the Board of County Commissioners and any successors thereto.

"Business Day" means any day except any Saturday or Sunday or day on which the Bank is lawfully closed.

"Clerk" means Clerk of Courts of Jefferson County, Florida.

"Costs" means, (1) all interest due to be paid on the Series 2015 Taxable Note and other obligations of the 2015 Taxable Note; (2) legal and other consultant fees and expenses; (3) costs and expenses of the financing, including audits, fees and expenses of any paying agent, trustee or depository; (4) payments, when due (whether at the maturity of the principal or the due date of interest or upon redemption) on any indebtedness incurred for the Series 2015 Taxable Note; and, (5) any other costs properly attributable to the issuance of indebtedness which financed the Series 2015 Taxable Note, as determined by generally accepted accounting principles applicable to the Series 2015 Project and shall include reimbursement to the County for any such items of Cost heretofore paid by the County.

"Default Rate" shall mean the per annum rate applicable to the Series 2015 Taxable Note upon the occurrence and continuance of an Event of Default under this Agreement, which rate shall be equal to a fixed interest rate of 18% per annum on the Series 2015 Taxable Note.

"Event of Default" shall mean an event of default specified in Article VI of this Loan Agreement.

"Fiscal Year" shall mean the fiscal year of the County.

"Loan" shall mean the outstanding principal amount of the Series 2015 Taxable Note issued hereunder.

"Supplemental Loan Agreement" means this Supplemental Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Loan Commitment" means the Loan Commitment delivered by the Bank to the County, which has been accepted by the County and is attached hereto as Exhibit A.

"Loan Documents" means this Loan Agreement, the Resolution, the Series 2015 Taxable Note and any other documents, certificates and opinions delivered in connection with the issuance of the Series 2015 Taxable Note.

"Maximum Annual Debt Service" means the largest aggregate amount of annual debt service becoming due in which the Series 2015 Taxable Note remains outstanding.

"Non-Ad Valorem Revenues" means all revenues of the Clerk not derived from ad valorem taxation, and which are lawfully available to be used to pay debt service on the Series 2015 Taxable Note.

"Original Purchaser" means Regions Bank.

"Outstanding Debt" means all debt obligations, including the Series 2015 Taxable Note, of the County which remain outstanding.

"Owner" or **"Owners"** means the Person or Persons in whose name the Series 2015 Taxable Note shall be registered on the books of the Clerk kept for that purpose in accordance with provisions of this Loan Agreement.

"Pari-Mutuel Revenues" shall mean the amount of pari-mutuel tax revenues distributed from the Pari-Mutuel Tax Collection Trust Fund to the County pursuant to Chapters 550 and 551, Florida Statutes.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean all revenues of County received by the County and deposited into the County's Revenue Fund, as to the (i) Pari-Mutuel Revenues and (ii) Sales Tax Revenues.

"Resolution" means Resolution No. 2015-_____ of the Board of County Commissioners of the County duly adopted on _____, 2015 authorizing the execution of this Loan Agreement and the issuance and execution of the Series 2015 Taxable Note.

"Sales Tax Revenues" shall mean the amount of the local government half-cent sales tax distributed by the State from the Local Government Half-Cent Sales Tax Clearing Trust Fund to the County pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

"Sinking Fund" means the Sinking Fund created pursuant to Section 5.04 hereof.

"State" means the State of Florida.

SECTION 1.02 INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Supplemental Loan Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

SECTION 1.03 TITLES AND HEADINGS. The titles and headings of the articles and sections of this Supplemental Loan Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Supplemental Loan Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II REPRESENTATIONS OF BOARD

The Board represents and warrants to the Bank that:

SECTION 2.01 POWERS OF BOARD. The Board is a public body corporate and political subdivision created for the purpose of acquiring, owning, improving, operating and maintaining facilities in Jefferson County, Florida, including the Series 2015 Project, and is duly organized and validly existing under the laws of the State. The Board has the power to borrow the amount provided for in this Supplemental Loan Agreement, to execute and deliver the Loan Documents, to secure the Series 2015 Taxable Note in the manner contemplated hereby and to perform and observe all the terms and conditions of the Series 2015 Taxable Note and this Supplemental Loan Agreement on its part to be performed and observed. The Board may lawfully issue the Series 2015 Taxable Note.

SECTION 2.02 AUTHORIZATION OF LOAN. The Board has, had or will have, as the case may be, full legal right, power, and authority to execute and deliver this Supplemental Loan Agreement, to issue, sell, and deliver the Series 2015 Taxable Note to the Bank, and to carry out and consummate all other transactions contemplated hereby, and the Board has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Board, by the Resolution, has duly authorized the borrowing of the amount provided for in this Supplemental Loan Agreement, the execution and delivery of this Supplemental Loan Agreement, and the making and delivery of the Series 2015 Taxable Note to the Bank provided for in this Loan Agreement and to that end the Board warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Series 2015 Taxable Note. The Board has duly authorized the execution, delivery, and performance of the Series 2015 Taxable Note and this Supplemental Loan Agreement and the taking of any and all other such action as may be required on the part of the Board to carry out, give effect to and consummate the transactions contemplated by this Supplemental Loan Agreement. The Series 2015 Taxable Note has been duly authorized, executed, issued and delivered to the Bank and

constitutes a legal, valid and binding obligation of the Board enforceable in accordance with its terms and the terms hereof, and is entitled to the benefits and security of this Supplemental Loan Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2015 Taxable Note or the execution and delivery of or the performance by the Board of its obligations under this Supplemental Loan Agreement and the Series 2015 Taxable Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

SECTION 2.03 AGREEMENTS. The making and performing by the Board of this Supplemental Loan Agreement will not violate any provision of the Act, or any bond or resolution of the Board or County, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the Board or County is a party or by which the Board or County is bound.

SECTION 2.04 LITIGATION, ETC. There are no legal, regulatory or other actions or proceedings pending against the Board or County, or affecting the Board or County, or to the knowledge of the Board, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the County, or which questions the validity of this Loan Agreement or the Series 2015 Taxable Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The Board or County is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

SECTION 2.05 FINANCIAL INFORMATION. The financial information regarding the County furnished to the Bank by the Clerk in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the County from that presented in such information.

ARTICLE III COVENANTS OF THE BOARD

SECTION 3.01 AFFIRMATIVE COVENANTS. The Board covenants, for so long as any of the principal amount of or interest on the Series 2015 Taxable Note is outstanding and unpaid or any duty or obligation of the Board hereunder or under the Series 2015 Taxable Note remains unpaid or unperformed, as follows:

(a) The Board shall duly and punctually pay the principal of the Series 2015 Taxable Note and the interest thereon at the dates and place and in the manner (and subject to the limitations) provided herein and in the Series 2015 Taxable Note according to the true intent and meaning thereof and on a parity with the Series 2014 Note.

(b) The Clerk shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Clerk of all relevant facts and the action being taken or proposed to be taken by the Board with respect thereto.

(c) The Board will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the County to the Bank under the Loan Documents have been paid in full.

(d) The Clerk and Board agree that any and all records of the Clerk or Board with respect to the Series 2015 Taxable Note and/or the Loan Documents shall be open to inspection by the Bank or its representatives at all reasonable times at the offices the Clerk.

SECTION 3.02 NEGATIVE COVENANTS. The County covenants, for so long as any of the principal amount of or interest on the Series 2015 Taxable Note is outstanding and unpaid or any obligations of the County under any of the Loan Documents remain unpaid or unperformed, that the Board shall not alter, amend or repeal the Resolution, or take any action impairing the authority thereby or hereby given with respect to the issuance and payment of the Series 2015 Taxable Note, without prior written approval of the Owner of the Series 2015 Taxable Note.

SECTION 3.03 MISCELLANEOUS COVENANTS & REPRESENTATIONS.

(a) The Clerk shall promptly inform the Bank of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the County.

(b) The County is, to the best of its knowledge in compliance with, and the Clerk and Board shall continue to comply with all applicable federal, state and local laws and regulatory requirements the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the County or its ability to comply with the terms and conditions of this Agreement and the Series 2015 Taxable Note.

(c) In the event the Series 2015 Taxable Note or this Supplemental Loan Agreement should be subject to the excise tax on documents or the intangible personal property tax of the State, the Clerk shall pay such taxes or reimburse the Bank for any such taxes paid by it.

SECTION 3.04 REGISTRATION AND EXCHANGE OF SERIES 2015 TAXABLE NOTE; PERSONS TREATED AS OWNERS. So long as the Series 2015 Taxable Note shall remain unpaid, the Clerk will keep books for the registration and transfer of the Series 2015 Taxable Note. The Series 2015 Taxable Note shall be transferable only upon such registration books. The Clerk will transfer the registration of a Series 2015 Taxable Note upon written request of the Owner specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the Series 2015 Taxable Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Series 2015 Taxable Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2015 Taxable Note to the extent of the sum or sums so paid.

SECTION 3.05 PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION; COVENANT TO BUDGET AND APPROPRIATE. The Board promises that it will promptly pay the principal of and interest on the Series 2015 Taxable Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Series 2015 Taxable Note is

payable solely from the Pledged Revenues and nothing in the Series 2015 Taxable Note or this Supplemental Loan Agreement shall be construed as pledging any other funds or assets of the County to such payment or as authorizing such payment to be made from any other source. The Clerk or Board is not and shall not be liable for the payment of the principal of and interest on the Series 2015 Taxable Note or for the performance of any pledge, obligation or agreement for payment undertaken by the Clerk or Board hereunder or under the Series 2015 Taxable Note from any property other than the Pledged Revenues. No Owner of any of the Series 2015 Taxable Note shall have any right to resort to legal or equitable action to require or compel the Clerk or Board to make any payment required by the Series 2015 Taxable Note or this Supplemental Loan Agreement from any source other than the Pledged Revenues.

The payments of principal of and interest on the Series 2015 Taxable Note shall be secured by an irrevocable first lien on the Pledged Revenues on a parity with the Series 2014 Note, and the Board does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of and interest on the Series 2015 Taxable Note.

Subject to the next paragraph, and only to the extent that Pledged Revenues are not sufficient to pay principal of and interest on the Series 2015 Taxable Note, the Board covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Series 2015 Taxable Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Board to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues other than Pledged Revenues shall be in effect until such monies are budgeted and appropriated. The Board further acknowledges and agrees that the obligation of the Board to include the amount of any deficiency in payments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues other than Pledged Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues other than Pledged Revenues, nor does it preclude the Board from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Board to levy and collect any particular Non-Ad Valorem Revenues, nor does it give any holder of the Series 2015 Taxable Note a prior claim on the Non-Ad Valorem Revenues other than Pledged Revenues as opposed to claims of general creditors of the County. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that any obligation of the County hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the County. Notwithstanding any provisions of this Resolution or the Series 2015 Taxable Note to the contrary, the Board shall never be obligated to maintain or continue any of the activities of the County which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Resolution nor the obligation of the County hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the County, but shall be payable solely as provided herein

and is subject in all respects to the provisions of section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County.

SECTION 3.06 BUSINESS DAYS. In any case where the due date of interest on or principal of the Series 2015 Taxable Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 3.07 LIMITED LIABILITY OF CLERK OR COUNTY. It is hereby expressly made a condition of this Loan Agreement and of the Series 2015 Taxable Note that any agreements or representations herein or therein contained or contained in the documents and instruments executed in connection therewith do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the County and in the event of a breach of any agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from any funds of the County other than those pledged hereunder shall arise therefrom. Nothing contained in this Section 3.07, however, shall relieve the Clerk or Board from the observance and performance of the several covenants and agreements on its part herein contained.

SECTION 3.08 OFFICERS AND EMPLOYEES OF THE CLERK OR BOARD EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Supplemental Loan Agreement or the Series 2015 Taxable Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any member of the Board, or any officer, agent or employee, as such, of the Board past, present or future, it being expressly understood (a) that the obligation of the Board under this Loan Agreement and under the Series 2015 Taxable Note is solely a corporate one, limited as provided in the preceding Section 3.07, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the member of the Board, or the officers, agents, or employees, as such, of the Board, the Clerk, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Board of Commissioners, and every officer, agent, or employee, as such, of the Board under or by reason of the obligations, covenants or agreements contained in this Loan Agreement and under the Series 2015 Taxable Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Loan Agreement and the issuance of the Series 2015 Taxable Note on the part of the Board.

SECTION 3.09 NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2015 Taxable Note shall become mutilated, or be destroyed, stolen or lost, the Clerk shall issue and deliver a new Series 2015 Taxable Note of like tenor as the Series 2015 Taxable Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Series 2015 Taxable Note destroyed, stolen or lost and upon the Owner furnishing the Clerk proof of ownership thereof and indemnity reasonably satisfactory to the Clerk and complying with such other reasonable regulations and conditions as the Clerk may prescribe and paying such expenses as the Clerk may incur. The Series 2015 Taxable Note so surrendered shall be canceled.

SECTION 3.10 REMEDIES OF OWNERS OF SERIES 2015 TAXABLE NOTE. Should the County default in any obligation created by this Loan Agreement or the Series 2015 Taxable Note, the Owner of the Series 2015 Taxable Note may, in addition to any other remedies set forth in this Loan Agreement or the Series 2015 Taxable Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Loan Agreement, and may enforce and compel the performance of all duties required by this Loan Agreement, or by any applicable statutes to be performed by the Clerk or Board, or by any officer thereof.

SECTION 3.11 COVERAGE RATIO.

(a) County shall have unrestricted and temporarily restricted cash and investments of at least \$500,000, to be tested semi-annually every May 1 and November 1.

(b) [For so long as the Series 2015 Taxable Note is due and payable, the Board shall not in any Fiscal Year during which the Series 2015 Taxable Note is outstanding, permit its ratio of: (i) Annual Pledged Revenues divided by the annual debt service of the Series 2015 Taxable Note and the Series 2014 Note be below 1.50.. Such ratio shall be calculated annually based upon the annual audited financial statements of the Board.]

SECTION 3.12 REPORTING REQUIREMENTS. So long as the Series 2015 Taxable Note is outstanding, the Clerk shall submit to the Owner of the Series 2015 Taxable Note the following:

(a) Annually, within One hundred twenty (120) days following its adoption, the annual budget.

(b) Annually, within [two hundred seventy (270) days] following the end of the Board's Fiscal Year, the Board's Comprehensive Annual Financial Report (CAFR); provided, however, if not already contained in such CAFR, the Clerk shall also provide, (i) a consolidated and consolidating balance sheet and income statement for the Board prepared in accordance with general accepted accounting principles on an audited basis by an independent certified public accountant, including statement of financial conditions, income, cash flows and changes in net assets, and (ii) a management letter from the certified public accountant and the Board's response (if any), and (iii) such statements shall specify the revenue from the Pledged Revenues.

(c) Upon written request, any other information the Bank may reasonably request.

**ARTICLE IV
CONDITIONS OF LENDING**

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

SECTION 4.01 REPRESENTATIONS AND WARRANTIES. The representations and warranties set forth in the Loan Documents are and shall be true and correct to the best of the Clerk and Board's knowledge on and as of the date hereof.

SECTION 4.02 NO DEFAULT. On the date hereof, the County shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

SECTION 4.03 DOCUMENTATION On or prior to the date hereof, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Series 2015 Taxable Note by the Bank):

(a) A legal opinion of the County's legal counsel in form reasonably satisfactory to the Bank and its counsel; and

(b) Such additional supporting documents as the Bank may reasonably request, and in form reasonably satisfactory to the Bank and its counsel.

**ARTICLE V
THE LOAN; CLERK /BOARD'S OBLIGATION; DESCRIPTION
AND PAYMENT TERMS**

SECTION 5.01 THE LOAN. The Bank hereby agrees to loan to the County the cumulative aggregate amount of \$520,000 to be evidenced by the Series 2015 Taxable Note, to provide funds for the purposes of: additional-capital improvements relating to the Jefferson County Clerk Jail. The County agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in the Loan Documents.

SECTION 5.02 SERIES 2015 TAXABLE NOTE NOT TO BE INDEBTEDNESS OF THE CLERK/BOARD OR STATE. The Series 2015 Taxable Note, when delivered by the Clerk pursuant to the terms of this Loan Agreement, shall not be or constitute a general obligation or indebtedness of the Clerk or Board, or the State, or any political subdivision of the State, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation payable solely as herein provided. No Owner of the Series 2015 Taxable Note shall ever have the right to compel the exercise of the ad valorem taxing power, if any, of the County to pay the Series 2015 Taxable Note or the interest thereon. Any agreements or representations herein or contained in any Loan Document do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the County, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the County other than the Pledged Revenues shall arise therefrom.

SECTION 5.03 DESCRIPTION AND PAYMENT TERMS OF THE SERIES 2015 TAXABLE NOTE. To evidence the Loan, the Clerk shall issue and deliver to the Bank the Series 2015 Taxable Note in the form attached hereto as Exhibit B. The parties agree to the terms of the Series 2015 Taxable Note as provided in Exhibit B hereto.

SECTION 5.04 CREATION AND USE OF FUNDS.

(a) The County hereby creates and establishes a Series 2015 Project Account which shall be maintained on the books of the County as a separate account (but need not be maintained as a separate bank or deposit account). The proceeds of the Series 2015 Taxable Note that are deposited into the Series 2015 Project Account shall be used by the County for the purposes of constructing the Series 2015 Project.

ARTICLE VI EVENTS OF DEFAULT

SECTION 6.01 GENERAL. An "Event of Default" shall be deemed to have occurred under this Loan Agreement if:

(a) The Clerk shall fail to make any payment of the principal of or interest on the Series 2015 Taxable Note or the Series 2014 Note when the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank as provided for in Section 6.02 hereof, or otherwise; or

(b) The County shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Clerk by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(c) of this Loan Agreement, whichever is earlier, or;

(c) Any representation or warranty made in writing by or on behalf of the Clerk in any Loan Document shall prove to have been false or incorrect in any material adverse respect on the date made or reaffirmed; or

(d) The Clerk or Board admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself, or;

(e) The County is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the County, or an order, judgment or decree Board, a receiver or trustee of the County or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof, or;

(f) The County shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State, or;

(g) The County shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of Regions Bank or a subsidiary or affiliate of the Bank's parent company, or;

(h) A judgment or order shall be rendered against the County for the payment of money and such judgment or order shall continue unsatisfied or un-stayed for a period of more

than thirty (30) days if the same could reasonably be expected to have a material and adverse impact on the ability of the County to satisfy its obligations hereunder.

SECTION 6.02 EFFECT OF EVENT OF DEFAULT. Except as otherwise provided in the Series 2015 Taxable Note, upon the occurrence of any Event of Default, the Bank may declare all obligations of the County under the Loan Documents to be due and payable without further action of any kind and upon such declaration the Series 2015 Taxable Note and the Series 2014 Note and the interest accrued thereon shall become due and payable. In addition, and regardless whether such declaration is or is not made, the Bank may also seek enforcement of and exercise all remedies available to it under any applicable law. Prior to acceleration of the Series 2015 Taxable Note or the Series 2014 Note, the Bank shall send written notice to the Clerk, but failure to send such notice shall not preclude the effective acceleration of the Series 2015 Taxable Note or the Series 2014 Note. Upon the occurrence and continuance of an Event of Default under this Agreement, the Series 2015 Taxable Note and the Series 2014 Note shall bear interest at the Default Rate.

ARTICLE VII SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 7.01 SUBORDINATED INDEBTEDNESS. The Board will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Series 2014 Note and the Series 2015 Note and the interest thereon. The Board may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Revenues and which may be secured by a pledge of Pledged Revenues; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Revenues created by the Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the County to issue Subordinated Indebtedness. The Board shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Debt may be issued under the provisions of Section 7.02 hereof. The Board agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 7.02 ISSUANCE OF ADDITIONAL DEBT. No Additional Debt, payable on a parity with the Series 2014 Note and the Series 2015 Note shall be issued except upon the conditions and in the manner herein provided.

No such Additional Debt shall be issued unless the Bank shall, prior to the issuance of such Additional Debt, consent in writing to the issuance of such Additional Debt. Such consent may be subject to such additional requirements or conditions that the Bank may reasonably request.

SECTION 7.03 PARITY WITH SERIES 2014 NOTE. The Series 2015 Taxable Note shall be in parity with the Series 2014 Note.

ARTICLE VIII MISCELLANEOUS

SECTION 8.01 NO WAIVER; CUMULATIVE REMEDIES. No failure or delay on the part of the Bank in exercising any right, power, remedy hereunder, or under the Series 2015 Taxable Note shall operate as a waiver of the Bank's rights, powers, and remedies hereunder, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

SECTION 8.02 AMENDMENTS, CHANGES OR MODIFICATIONS TO THE SUPPLEMENTAL LOAN AGREEMENT. This Supplemental Loan Agreement shall not be amended, changed, or modified without the prior written consent of the Owner of the Series 2015 Taxable Note and the Clerk. The Clerk agrees to pay all of the Bank's costs and reasonable attorneys' fees incurred in modifying and/or amending this Supplemental Loan Agreement at the Clerk's request or behest.

SECTION 8.03 COUNTERPARTS. This Supplemental Loan Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Supplemental Loan Agreement, and, in making proof of this Supplemental Loan Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 8.04 SEVERABILITY. If any clause, provision or section of this Supplemental Loan Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Supplemental Loan Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

SECTION 8.05 TERM OF SUPPLEMENTAL LOAN AGREEMENT. Except as otherwise specified in this Supplemental Loan Agreement, this Supplemental Loan Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Clerk connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Series 2015 Taxable Note is outstanding.

SECTION 8.06 NOTICES. All notices, requests, demands and other communications which are required or may be given under this Supplemental Loan Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight common carrier service; and five (5) days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to the Clerk/Board: Jefferson County Clerk /Board
1 Courthouse Circle
Monticello, Florida 32344
Attn: Kirk Reams, Clerk

If to the Bank: Regions Bank
 2000 Capital Circle N.E.
 Tallahassee, Florida 32308
 Attn: Darrell Fowler

With copy to: Bryant Miller Olive
 101 North Monroe Street, Suite 900
 Tallahassee, Florida 32301
 Attn: Randy Hanna

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 8.06.

SECTION 8.07 APPLICABLE LAW. This Supplemental Loan Agreement shall be construed pursuant to and governed by the substantive laws of the State.

SECTION 8.08 BINDING EFFECT; ASSIGNMENT. This Supplemental Loan Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The County shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Bank.

SECTION 8.09 NO THIRD PARTY BENEFICIARIES. It is the intent and agreement of the parties hereto that this Supplemental Loan Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

SECTION 8.10 ATTORNEYS FEES. To the extent legally permissible, the Clerk/Board and the Bank agree that in any suit, action, or proceeding brought in connection with this Supplemental Loan Agreement, the Series 2015 Taxable Note, or the Resolution (including any appeal(s)), the prevailing party shall be entitled to recover costs and attorneys' fees from the other party.

SECTION 8.11 ENTIRE LOAN AGREEMENT. Except as otherwise expressly provided, this Loan Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

SECTION 8.12 FURTHER ASSURANCES. The parties to this Supplemental Loan Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements, or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Supplemental Loan Agreement.

The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any claim. This provision is a material inducement for the parties entering into this Supplemental Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplemental Loan Agreement to be effective between them as of the date of first set forth above.

JEFFERSON COUNTY BOARD

Chairman of Board

Kirk Reams; Clerk of Court

[SEAL]

REGIONS BANK

By: _____

Darrell Fowler, Vice President

ORDINANCE NO. 2015-081815-02

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF JEFFERSON COUNTY, FLORIDA TAXABLE NOTE, SERIES 2015 IN ORDER TO FINANCE; PLEDGING REVENUES RECEIVED BY THE COUNTY TO SECURE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. When used in this ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Chapter 125, Florida Statutes, Chapter 212, Florida Statutes, and all other applicable provisions of law.

"Board" shall mean the Board of County Commissioners of the County.

"County" shall mean Jefferson County, Florida a political subdivision of the State of Florida.

"Pledged Revenues shall mean such revenues as shall be pledged by subsequent resolution of the County.

"Project" shall mean the acquisition and, construction of a building to be located in the Jefferson County Industrial Park as permitted by the Act, including, without limitation, all property rights, appurtenances, easements, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, renovation and equipping thereof, in accordance with certain plans on file or to be on file with the Clerk.

"Resolution" shall mean the resolution of the Board, to be subsequently adopted, authorizing the issuance of the Series 2015 Taxable Note and ant loan agreement, as the same may from time to time be amended, modified, restated or supplemented by supplemental resolution.

The words "herein," "hereunder," "hereby," "hereto," and "hereof," and any similar terms shall refer to this ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. The Board hereby finds and determines that:

(A) The County deems it desirable and in the best interests of the County to acquire, construct, renovate and equip the Project.

(B) The most efficient and fairest method of financing and/or refinancing the Project is by the issuance of a Series 2015 Taxable Note in the form as shall be approved by subsequent resolution of the County.

(C) Neither the full faith and credit of the County, the State of Florida, nor any political subdivision or agency thereof, shall be pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds. The issuance of the Bonds under the provisions of this

ordinance and the Resolution shall not directly, indirectly or contingently obligate the County to levy or to pledge any form of ad valorem taxation whatever therefore. The Bonds shall not be or constitute general obligations or indebtedness of the County as "bonds" within the meaning of any constitutional or statutory provision or limitation, but shall be limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with and to the extent set forth herein and in the Resolution. No holder of any Bond or any insurer of Bonds shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or reimburse such insurer, as the case may be, or be entitled to payment of such Bond or reimbursement, as the case may be, from any moneys of the County except from the Pledged Funds in the manner and to the extent set forth herein and in the Resolution.

SECTION 3. ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF THE PROJECT. The Board hereby authorizes and empowers the acquisition, construction, renovation and equipping of the Project.

SECTION 4. ISSUANCE OF BONDS. An obligations of the County to be designated as the "Jefferson County, Florida Series 2015 Taxable Note, is hereby authorized to be issued. The Series 2015 Taxable Note shall be issued for the principal purposes of (A) financing and/or refinancing all or a portion of the costs of the Project, (B) funding any required reserves, if necessary, and (C) paying costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable from the Pledged Revenues, to the extent provided herein and in the Resolution.

The Series 2015 Taxable Note shall be dated such date or dates, shall bear interest at such rate or rates, not exceeding the maximum interest rate permitted by applicable law, shall mature at such times and in such amounts not exceeding the maximum maturity date provided by the Resolution and may be subject to optional and/or mandatory redemption before maturity, at such price or prices and under such terms and conditions as may be determined pursuant to or in accordance with the Resolution. The Board shall determine by the Resolution the form of the Series 2015 Taxable Note, the manner of executing such Series 2015 Taxable Note, and shall fix the denomination or denominations of such Series 2015 Taxable Note, the place or places and dates of payment of the principal and interest and such other terms and provisions of the Bonds as it deems appropriate.

The proceeds of the Series 2015 Taxable Note shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Resolution and as are provided in the Act.

The Series 2015 Taxable Note shall be further secured by the Resolution which may include, but without limitation, provisions as to the rights and remedies of the Bondholders, the application of funds and such other matters as are customarily in such an instrument. The County may issue additional obligations on parity with the Series 2015 Taxable Note upon such terms and conditions as shall be provided in the Resolution.

SECTION 5. TAXING POWER NOT PLEDGED. Neither the full faith and credit of the County, the State of Florida, nor any political subdivision or agency thereof, shall be pledged to the payment of the principal of, redemption premium, if any, and interest on the Series 2015 Taxable Note. The issuance of the Series 2015 Taxable Note under the provisions of this ordinance and the Resolution shall not directly, indirectly or contingently obligate the County to levy or to pledge any form of ad valorem taxation whatever therefore. The Series 2015 Taxable Note shall not be or constitute general obligations or indebtedness of the County as "bonds" within the meaning of any constitutional or statutory provision or limitation, but shall be limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with and to the extent set forth herein and in the Resolution. No holder of any Bond or any insurer of

Bonds shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or reimburse such insurer, as the case may be, or be entitled to payment of such Bond or reimbursement, as the case may be, from any moneys of the County except from the Pledged Funds in the manner and to the extent set forth herein and in the Resolution.

SECTION 6. TRUST FUNDS. Except as otherwise provided by the terms of the Resolution, the Pledged Funds received pursuant to the authority of this ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this ordinance and by the Resolution. Such Pledged Funds may be invested by the County, or its designee, in the manner provided by the Resolution and applicable law. The Pledged Funds, upon receipt thereof by the County, shall be subject to the lien and pledge of the Bondholders.

SECTION 7. REMEDIES OF BONDHOLDERS. Any holder of the Series 2015 Taxable Note, except to the extent the rights herein given may be restricted by the Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under the Resolution, and may enforce and compel the performance of all duties required hereby, or by such Resolution, to be performed by the County.

SECTION 8. ALTERNATIVE METHOD. This ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by the Act and other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This ordinance, being necessary for the welfare of the inhabitants and/or property owners of the County, shall be liberally construed to effect the purposes hereof.

SECTION 9. SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall be held to be invalid for any reason, such invalidity shall not effect the validity or enforcement of any of the remaining provisions hereof. This ordinance shall take precedence over any other ordinance or resolution of the County to the extent of any conflict or inconsistency therewith.

[Remainder of page intentionally left blank]

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this __ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS,
JEFFERSON COUNTY, FLORIDA

(SEAL)

By: _____

ATTEST:

By: _____

RESOLUTION NO. 2015 —081815-03

A RESOLUTION OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, AUTHORIZING THE BORROWING FROM REGIONS BANK OF NOT TO EXCEED \$520,000 IN AGGREGATE PRINCIPAL AMOUNT IN ORDER TO FINANCE THE CONSTRUCTION OF A BUILDING IN THE INDUSTRIAL PARK; AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL LOAN AGREEMENT AND A SERIES 2015 TAXABLE NOTE; PLEDGING CERTAIN REVENUES AND MONEYS OF THE ASSIGNMENT OF LOCAL GOVERNMENT HALF-CENT SALES TAX REVENUES, HALF-CENT SUPPLEMENT/INMA SALES TAX AND PART-MUTUAL TAX REVENUES, AS SECURITY FOR THE BORROWING; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF THE SERIES 2015 TAXABLE NOTE; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida, that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of chapter 125, part I, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board of County Commissioners (the "Board") of Jefferson County (the "County") hereby finds and determines that:

(a) On January 21, 2014, the Board duly adopted Resolution No. 2014-012114-01 (the "Original Resolution") authorizing the issuance of its \$1,800,000 Note, Series 2014 (the "Series 2014 Note") and entered into a Loan Agreement (the "Loan Agreement") with Regions Bank (the "Original Purchaser") for the purpose of (1) refunding the entire aggregate principal amount, accrued interest, and premium of the outstanding Promissory Note (Public Improvement Revenue Bond Anticipation Note), Series 1998 (the "Series 1998 Note"), (2) funding required contingencies and/or additional capital improvements relating to such project, or (3) funding other authorized purposes as to any funds which are in excess of the refinancing needs; and

(b) The Loan Agreement provides for the issuance of additional parity notes upon compliance with certain requirements therein; and

(c) The Board finds, determines, and declares that it is necessary for the continued preservation of health, welfare, convenience, and safety the County and its inhabitants to complete the Series 2015 Project (as herein defined). Issuance of the County's Taxable Note, Series 2015 (the "Series 2015 Note") to finance the Series 2015 Project satisfies a paramount public purpose; and

(d) The Board is without adequate, currently available funds to pay the costs of the 2015 Project, and it is necessary and desirable and in the best interests of the County and its inhabitants that it borrow the moneys necessary to accomplish financing the costs of the 2015 Project. The Board is authorized pursuant to the provisions of the Act to borrow moneys necessary to pay the costs of financing the 2015 Project; and

(e) The Pledged Revenues (as defined in the Loan Agreement) are not pledged or encumbered in any manner except for the prior payment from the Pledged Revenues of the principal of and interest on the Series 2014 Notes, which pledge and encumbrance shall be on equal and parity basis with the Series 2015 Note; and

(f) The Pledged Revenues are estimated to be sufficient to pay as the same become due and payable, the Debt Service Requirements on the Notes and to make all other payments required to be made by the provisions of this Supplemental Resolution; and

(g) The Board desires to authorize the issuance of its Taxable Promissory Note (Jefferson County Clerk), Series 2015 (the "Series 2015 Taxable Note") for the purposes of: the 2015 Project. The Clerk of the Courts for Jefferson County, (the "Clerk"), is authorized pursuant to the Board to pledge the Pledged Revenues (as defined in the hereinafter described Supplemental Loan Agreement) to the repayment of the Series 2015 Taxable Note and will take all steps necessary to continue the receipt of such Pledged Revenues; and

(h) The principal of and interest on the Notes and all other required payments under this Supplemental Resolution shall be payable solely from the Pledged Revenues. Neither the Board, nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the principal of and interest on Notes, or to make any payments required by this Supplemental Resolution or the Notes, and the Notes shall not constitute a lien upon any properties owned by or situated within the Board, except as provided herein with respect to the Pledged Revenues; and

(i) The Board has received a commitment from the Original Purchaser to purchase the Series 2015 Note, a copy of which is attached hereto as Exhibit A; and

(j) Because of the characteristics and the size of the Series 2015 Taxable Note, prevailing market conditions and the need for an expeditious sale of the Series 2015 Taxable Note, it is in the best interest of the Board to accept the Original Purchaser's offer. Prior to the issuance of the Series 2015 Taxable Note, the Board shall receive from the Original Purchaser a Purchaser's Certificate, the form which is attached hereto as Exhibit D, and a Disclosure Letter containing the information required by section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit E; and

(k) In consideration of the purchase and acceptance of the Series 2015 Taxable Note authorized to be issued hereunder by those who shall be the Registered Owner thereof from time to time, this Resolution shall constitute a contract between the Board and the Registered Owner; and

(l) Due to the favorable current market rates and the nature of the contemplated financing, it is hereby determined that it is in the best interests of the public and the Board to sell the Series 2015 Taxable Note at a negotiated sale to the Original Purchaser.

SECTION 3. AUTHORIZATION OF THE FINANCING OF THE SERIES 2015 TAXABLE NOTE AND 2015 PROJECT. The Board hereby authorizes (1) the issuance of the Series 2015 Taxable Note in accordance with the terms hereof; and (2) the funding of the construction of a building at the industrial park (the "2015 Project").

SECTION 4. LOAN COMMITMENT. Reference is hereby made to that certain loan commitment from Regions Bank, attached hereto as Exhibit A (the "Loan Commitment"). The terms of the Loan Commitment are hereby incorporated by reference into this Resolution as if set forth fully herein. The execution of the Loan Commitment by the Clerk is hereby ratified, confirmed, and approved.

SECTION 5. ISSUANCE OF SERIES 2015 TAXABLE NOTE. A Series 2015 Taxable Note is hereby authorized to be issued in accordance with the terms of the Loan Commitment and the Supplemental Loan Agreement in an amount not to exceed \$5,000. The maturity of the Series 2015 Taxable Note shall be as set forth in the Supplemental Loan Agreement. The Series 2015 Taxable Note shall be issued for the purpose of funding the 2015 Project. The principal of and interest on the Series 2015 Taxable Note shall be payable from, and secured by, the Pledged Revenues on parity with the Series 2014 Note.

The Series 2015 Taxable Note shall be dated such date, shall bear such interest, shall mature at such time and in such amount as set forth in the Supplemental Loan Agreement and the form of Series 2015 Taxable Note attached hereto as Exhibit B, provided the amount, interest and maturity thereof shall be consistent with the terms hereof and of the Loan Commitment. Prior to issuing the Series 2015 Taxable Note, a certificate evidencing compliance with section 218.385, Florida Statutes, shall be executed and delivered by the Bank.

The Clerk is hereby authorized to enter into a Supplemental Loan Agreement in form and substance similar to Exhibit C hereto and to execute the above referenced Series 2015 Taxable Note to secure the loan, provided, that such agreement shall reflect the terms provided herein and in the Loan Commitment, or said other terms and changes approve by the county attorney. Each of the terms of the Supplemental Loan Agreement shall be incorporated herein as if set forth fully in this Resolution, Prior to entering into any such agreement, any findings required by section 218.385, Florida Statutes, shall be made.

The Series 2015 Taxable Note may be issued without any other proceedings or the happening of any other conditions or other things other than those proceedings, conditions or things which are specifically required by this Resolution.

Due to the potential instability in the market for revenue obligations, the complex nature of the contemplated financing and taking into consideration the considerable experience of the Bank in the purchasing of revenue obligations of a similar type, it is hereby determined that it is in the best interests of the public and the Board to sell the Series 2015 Taxable Note to the Bank pursuant to a private placement, The sale of the Series 2015 Taxable Note in the manner described herein is hereby authorized and approved. The Series 2015 Taxable Note is hereby authorized to be sold to the Bank based upon the provisions set forth in the Supplemental Loan Agreement,

SECTION 6. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES AND OTHER INSTRUMENTS. The Chairman, Vice-Chairman, and the Secretary/Treasurer or any other officers of the Board, or more specifically the Clerk of Court of Jefferson County, Florida, are hereby authorized and directed to execute any and

all certifications or other instruments or documents required by this Resolution, the Supplemental Loan Agreement, the Loan Commitment, or any other document required as a prerequisite or precondition to the issuance of the Series 2015 Taxable Note and any such representation made therein shall be deemed to be made on behalf of the Board. All action taken to date by the officers of the Board in furtherance of the issuance of the Series 2015 Taxable Note is hereby approved, confirmed, and ratified. The Chairman is hereby authorized to approve a change in the dates of any document authorized hereby.

SECTION 7. REMEDIES OF SERIES 2015 NOTEHOLDER. The holder of the Series 2015 Taxable Note may, whether at law or in equity, by suit, action, mandamus, or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by the Supplemental Loan Agreement which secures such Series 2015 Taxable Note, to be performed by the Clerk, Board, or County.

SECTION 8. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation, or agreement herein contained, or contained in the Series 2015 Taxable Note, Supplemental Loan Agreement, or any other certificate or other instrument to be executed on behalf of the Board in connection with the Series 2015 Taxable Note, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation, or agreement of any member, officer, employee, or agent of the Board in his or her individual capacity, and none of the foregoing persons nor any member or officer of the Clerk executing the Series 2015 Taxable Note, Supplemental Loan Agreement, or any certificate or other instrument to be executed in connection with the issuance of the Series 2015 Taxable Note shall be liable personally thereon or be subject to any personal liability of or accountability by reason of the execution or delivery thereof.

SECTION 9. OPEN MEETINGS. It is hereby found and determined that all official acts of the members of the Board concerning and relating to the issuance, sale and delivery of the Series 2015 Taxable Note, including, but not limited to adoption of this Resolution, were taken in open meetings of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including, but not limited to, the requirements of section 286.011, Florida Statutes.

SECTION 10. PREREQUISITES PERFORMED. All acts, conditions, and things relating to the passage of this Resolution required by the Constitution, the Act, or the laws of the State of Florida to happen, exist, and be performed precedent to and in the passage hereof have happened, exist, and have been performed as so required.

SECTION 11. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. REPEALER. All resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a meeting of the Jefferson County Board of County Commissioners, on behalf of the Jefferson County Clerk of Court on the _
____ day of _____, 2015.

JEFFERSON COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Chairman

[SEAL]

JEFFERSON COUNTY CLERK OF COURTS

By: _____