

BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

Stephen G. Fulford	Eugene Hall	J.T. Surles	Betsy Barfield	Stephen Walker
District 1, Vice-Chair	District 2, Chair	District 3	District 4	District 5

Regular Session Agenda May 4, 2017 at the Courthouse Annex 435 W. Walnut St. Monticello, FL 32344

- 1. 6 PM Call to Order, Invocation, Pledge of Allegiance
- 2. Public Announcements, Presentations, & Awards

3. Consent Agenda

- a) Approval of Agenda
- b) Minutes of April 6, 2017 Regular Session
- c) General/Transportation Fund Vouchers
- d) Small Grant Program Application Aucilla River Institute
- e) Child Welfare Professional Resolution
- f) National Public Works Week Proclamation Dewberry/Preble-Rish
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)
- 5. General Business
 - a) **CDBG County Policy Update** Bruce Ballister/Parrish Barwick
 - b) CDBG County Purchasing Policy Update Bruce Ballister/Parrish Barwick

6. County Coordinator

- a) Local Housing Assistance Program Proposed Changes
- 7. Commissioner Discussion Items
- 8. 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	Parrish Barwick	T. Buckingham Bird
Clerk of Courts	County Coordinator	County Attorney Page 1 of 59
		Fage 10159

<u>ITEM 3</u>

CONSENT AGENDA ITEMS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS Regular Session April 6, 2017

The Board met this date in regular session. Present were Chairman Gene Hall, Commissioners Betsy Barfield, Stephen Fulford, J.T. Surles and Stephen Walker. Also present were County Attorney Buck Bird, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

- 1. Chairman Hall led the invocation and pledge of allegiance.
- 2. Claudia Rochado, regional program director for MADD, gave a presentation to the Board. She also announced that April 21st would be the "Power Talk 21" day for all public schools in the region.
- 3. County Extension Director John Lilly gave a presentation on his department and its function within the community.
- 4. On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the Florida Springs Protection Act Fertilizer Ordinance was pulled from the consent agenda. It was the consensus of the Board for this to before the Planning Commission for discussion.
- 5. On motion by Commissioner Barfield, seconded by Commissioner Fulford and unanimously carried, the consent agenda—consisting of the approval of the agenda as amended, the minutes of the March 16th, 2017 Regular Session, General/Transportation Fund Vouchers, the MADD proclamation and Wildflowers Request—was approved.
- 6. Citizen Paul Henry asked to be placed on the next agenda to discuss options for privately funding concession stand/recreation park improvements instead of using public funds.
- 7. Zack Summerlin gave a presentation on the Department of Children and Families Behavioral Health transportation plan. On motion by Commissioner Barfield, seconded by Commissioner Fulford and unanimously carried, the Board approved the plan.
- Bruce Ballister with the Apalachee Regional Planning Commission discussed slight changes to SR-59/I-10 interchange CDBG grant. On motion by Commission Fulford, seconded by Commissioner Walker and unanimously carried, the Board approved the changes.
- 9. Planning Attorney Scott Shirley introduced the county right of way development for cell phone towers discussion. He presented an application for review and stated he would return to the next meeting if any changes or modifications were needed.
- 10. Chairman Hall introduced a discussion concerning how county departments inventory non-capitalized assets. He stated his desire for the County Coordinator to research how other counties of similar size account for the assets under the capitalization threshold.

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- 11. Economic Development Director Julie Conley gave a presentation on Project SAFE. She discussed the differences between this project and Project Gamechanger and asked if the Board would consider moving forward with a memorandum of understanding in order to undergo negotiations on the project. Planning Attorney Scott Shirley recommended reaching out to Mark Mustain to review and revise the MOU. Citizens Phil Calandra, Paul Henry and Clark Brookstone spoke against the project. Citizens Nancy Wideman and Pat Cichon spoke in favor of moving forward with the negotiations. Commissions Barfield, Hall and Surles spoke in favor of listening to the proposal with potential future negotiations. Commissioners Fulford and Walker spoke against moving forward with negotiations.
- 12. Planning Attorney Scott Shirley introduced the first reading of Ordinance No. 2017-042017-01, regarding the medical cannabis dispensary moratorium. There was no public input regarding the ordinance. **On motion by Commissioner Barfield**, **seconded by Commissioner Fulford**, **and unanimously carried**, **the Board approved moving forward on the ordinance**, with the second hearing scheduled for April 20th, 2017.
- 13. County Coordinator Parrish Barwick gave an update on the following: lighting improvements and roof issues at the Library; the Recreation Park concession building; and repairs to the Building/Planning Office. He also informed the Board that culvert replacements had taken place along Brock Road and that Christmas Acres road improvements were over fifty percent complete.
- 14. County Coordinator Barwick asked for the consensus of the Board to place the two ends of St. Augustine Road on the road improvement list as well as moving forward with paving three sections of cross drains and related repairs along Walker Springs Road with funds granted through Suwannee River Water Management District. It was the consensus of the Board to grant both requests.
- 15. On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, Commissioner Fulford was appointed to the Workforce Development Board.
- 16. Commissioner Barfield gave updates on the success of the Dirty Pecan event and the RESTORE Act.
- 17. Chairman Hall requested that the library provide more periodical subscriptions.
- 18. The warrant register was reviewed and bills ordered paid.
- 19. On motion by Commissioner Walker, seconded by Commissioner Fulford and unanimously carried, the meeting was adjourned.

Attest: _____

Clerk

Chairman

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Advanced Business System	05/04/2017	-	283942	04/13/201	7 VR 1105041	.7-003 Ac	:t#CO27-0	05 #70306,7031	1 72.06	.00
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AG-PRO Companies	05/04/2017	-	P31702	04/13/201	7 VR 1105041	.7-014 #J	EFFE0015	HydHose,ORing	342.83	.00
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A Mining Group, LLC	05/04/2017	-	76474	04/05/201	7 VR 1105041	.7-018 Su	itton Rd,		1150 00	0.0
A Mining Group, LLC	05/04/2017	-	76514	04/06/201	7 VR 1105041	.7-019 Ha	rtsfield		1158.93 d 1163.39	.00
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CenturyLink	05/04/2017	_	83040417	04/16/201	7 VR 1105041	.7-020 Ac	t#312168	304	394.40	.00
	CHECK 1	O VENDOR	==>VENDOR	CENTLINK	CenturyLink			TOTALS	394.40	.00
Howdys Rent A Toilet Howdys Rent A Toilet								7 19 N d Pond Hwy 19		.00
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Lanier Municipal Supply	05/04/2017	-	84936	04/06/201	7 VR 1105041	.7-017 Ro	ad Dept-	Pipe	778.40	.00
	CHECK 1	O VENDOR	==>VENDOR	LANIERMU	Lanier Munic	ipal Sup	oply	TOTALS	778.40	.00
Morris Petroleum, Inc*							-		6939.70	.00
Morris Petroleum, Inc*	05/04/2017	-	128562	04/13/201	7 VR 1105041	.7-016 Ro	ad Dept		10675.00	.00
	CHECK 1	O VENDOR=	==>VENDOR	MORRISPE	Morris Petro	oleum, In	IC*	TOTALS	17614.70	.00
O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc	05/04/2017 05/04/2017 05/04/2017	- - -	5-290502 5-290586 5-290647	04/18/201 04/19/201 04/20/201	7 VR 1105041 7 VR 1105041 7 VR 1105041	.7-012 #3 .7-011 #3 .7-010 #3	36410 Tr 36410 Wi 36410 Fi	actor Fluid perBlade,Hinge lters,Gas Tank	197.96 2 35.84 287.10	.00 .00 .00
	CHECK 1	O VENDOR	==>VENDOR	OREILLY	O'Reilly Aut	comotive,	Inc.	TOTALS	520.90	.00
Ring Power Corporation* Ring Power Corporation* Ring Power Corporation* Ring Power Corporation* Ring Power Corporation* Ring Power Corporation*	05/04/2017 05/04/2017 05/04/2017 05/04/2017	- - -	C3000609 C3000611 C3001116 C3003872	04/13/201 04/13/201 04/13/201 04/14/201	7 1100041	L7-006 #0 L7-005 #0 L7-007 #0 L7-009 #0	24320 Wa 24320 Ti 24320 CF 24320 P1	EDIT sher,Bolt,Clamp p,Pin,Pad,Plate EDIT ate,Clamp,Washen n	1 - 00	.00 .00 .00 .00 .00
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VENDOR NAME			DUE DATE	PURCHASE ORDER NUM	INVOIC BER NUMBER			VOUCHER NUMBER	TRANSACTI	ON DESCRIPTIO	TRA N AMOU		DISC/WITH AMOUNT
SUTTON'S	MACHIN	E REPAIR	05/04/2017	-	4832	04/12/20	17 VR	11050417-01	3 Road Dept	-1x8x8 Flat B	ar 299.	15	.00
			CHI	ECK TO VEN	DOR==>VEND	OR SUTTONSM	SUTT	ON'S MACHINE	REPAIR	TOTALS	299.	15	.00
					CA	SH ACCOUNT	# 111	010000		TOTALS	22226.	95	.00
					BA	NK ACCOUNT	# 010	1006511		TOTALS	22226.	95	.00
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VENDOR NAME	DUE DATE	PURCH ORDEF	HASE R NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/	l CASH AG	COUNT-0	11010000		CASH-CHECKI	NG-GEN. FU	ND		
Advanced Business Sy: Advanced Business Sy:			-			VR 01050417-027 VR 01050417-056			42.42	.00
Advanced Business Sys	stom 05/04/2	017	_	283943	04/13/2017	VR 01050417-061	M+r#70303	70312 70313	1870.09	.00
Advanced Business Sys			-			VR 01050417-069			37.28	.00
Advanced Business Sys						VR 19050417-070			37.28	.00
		CHECK TO) VENDOR:	==>VENDOR	ADVBUSIN A	dvanced Business	Systems	TOTALS	2206.41	.00
Animal Medical Clinic			-			VR 01050417-057			34.00	.00
Animal Medical Clinic Animal Medical Clinic			-		- / -/ -	VR 01050417-124 VR 01050417-123			90.00 70.00	.00
Animal Medical Clinic	S* U5/U4/∠		-		- , -, -					.00
		CHECK TO) VENDOR	==>VENDOR	ANIMALCL A	nimal Medical Cl	inic*	TOTALS	194.00	.00
Antelope Computer Se:	rvic 05/04/2	017	-	489	04/13/2017	VR 01050417-024	Half Hour	Labor	50.00	.00
		CHECK TO) VENDOR	==>VENDOR	ANTELOPE A	ntelope Computer	Service	TOTALS	50.00	.00
Ard, Shirley & Rudol}	ph,P 05/04/2	017	-	11253	04/21/2017	VR 01050417-052	2 Monthly P	lan Rep 05/17	2188.33	.00
		CHECK TO) VENDOR:	==>VENDOR	ARDSHIRL A	rd, Shirley & Ru	dolph,PA	TOTALS	2188.33	.00
Gerald Barnes	05/04/2	017	-	036	04/10/2017	VR 01050417-026	5 Library-W	alkway	982.80	.00
		CHECK TO) VENDOR:	==>VENDOR	BARNESGE G	erald Barnes		TOTALS	982.80	.00
Beall Tire Company	05/04/2	017	-	307241	04/19/2017	VR 22050417-125	5 Cust#1209	1 Tires (5)	1757.45	.00
		CHECK TO) VENDOR	==>VENDOR	BEALL B	eall Tire Compan	ту	TOTALS	1757.45	.00
Big Bend Tire	05/04/2	017	-	10362	04/21/2017	VR 01050417-097	/ FireRescu	e-BalanceTires	40.00	.00
		CHECK TO) VENDOR:	==>VENDOR	BIGBENTI B	ig Bend Tire		TOTALS	40.00	.00
T. Buckingham Bird	05/04/2	017	-	05011701	05/01/2017	VR 01050417-001	Monthly B	udget 05/17	2253.25	.00
		CHECK TO) VENDOR:	==>VENDOR	BIRDTBUC T	. Buckingham Bir	d	TOTALS	2253.25	.00
Marty Bishop	05/04/2	017	-	05011701	05/01/2017	VR 01050417-002	2 Monthly B		19104.54	.00
		CHECK TO) VENDOR:	==>VENDOR	BISHOPM M	arty Bishop		TOTALS	19104.54	.00
Capital Security	05/04/2	017	-	73158	04/18/2017	VR 22050417-071	SolidWast	e-ResetGate@Tys	0 255.00	.00

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		СН	ЕСК ТО	VENDOR:	==>VENDOR	CAPITALS	Capi	tal Security		TOTALS	255.00	.00
CenturyLink		05/04/2017		-	24390417	04/17/201	.7 VR	01050417-137	Act#438952	2439	135.98	.00
		СН	ЕСК ТО	VENDOR	==>VENDOR	CENTLINK	Centi	uryLink		TOTALS	135.98	.00
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City of Mont. City of Mont.		05/04/2017 05/04/2017		-				01050417-143 01050417-142	Act#000104	09	42.50 73.65	.00
		CH	ЕСК ТО	VENDOR	==>VENDOR	CITYMONT	City	of Monticell	0	TOTALS	577.31	.00
Anne C. Davi	S	05/04/2017		-	38884638	06/30/201	.6 VR	01050417-067	#38884638	Davis, Joe	100.00	.00
		CH	ЕСК ТО	VENDOR	==>VENDOR	DAVISANN	Anne	C. Davis		TOTALS	100.00	.00
Dayco Servic	es	05/04/2017		-	04171701	04/17/201	.7 VR	22050417-073	SolidWaste	-ReplaceHyHoses	180.00	.00
		CH	ЕСК ТО	VENDOR	==>VENDOR	DAYCO	Dayco	o Services		TOTALS	180.00	.00
DEMCO DEMCO		05/04/2017 05/04/2017		-						LetterboardSig adingRecordw/Ci		.00
		CH	ЕСК ТО	VENDOR	==>VENDOR	DEMCO	DEMCO	C		TOTALS	345.30	.00
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State of Florida State of Florida	05/04/2017 05/04/2017					029 #AN2-10457 030 #AN2-1550	19.71 36.92	.00
	CHE	ECK TO VENDOR:	==>VENDOR	DEPTMGMT S	tate of Flori	da TOTALS	1417.71	.00
Duke Energy	05/04/2017	-				111 Act#8220140258	421.06 421.06	.00
Duke Energy	05/04/2017					110 Act#8220140258		
Duke Energy Duke Energy	05/04/2017 05/04/2017					060 Act#4924911217 059 Act#6504596405	908.24 145.21	.00
	CHE	ECK TO VENDOR:	==>VENDOR	DUKE D	uke Energy	TOTALS	1895.57	.00
Ricardo Fadell	05/04/2017	-				007 Coordinator	90.00	.00
Ricardo Fadell	05/04/2017	-				008 State Attorney	587.00	.00
Ricardo Fadell Ricardo Fadell	05/04/2017 05/04/2017	-				009 Public Defender 010 Courthouse	393.00	.00
							1195.00	.00
Ricardo Fadell	05/04/2017					011 Property Appraiser	913.00	.00
Ricardo Fadell	05/04/2017	-				012 Tax Collector	752.00	.00
Ricardo Fadell	05/04/2017	-				013 Probation	93.33	.00
Ricardo Fadell	05/04/2017				VR 01050417-		563.30	.00
Ricardo Fadell Ricardo Fadell	05/04/2017 05/04/2017	-				015 Public Restrooms 016 Health Dept	193.50	.00
							1725.00	.00
Ricardo Fadell	05/04/2017	-	170501JB	04/19/2017	VR 01050417-	017 Planning Dept	200.00	.00
Ricardo Fadell	05/04/2017	-	170501JB	04/19/2017	VR 01050417-	018 Building Dept	200.00	.00
Ricardo Fadell	05/04/2017	-	170501JB	04/19/2017	VR 01050417-	019 Library	875.00	.00
	CHE	ECK TO VENDOR	==>VENDOR	FADELLRI R	icardo Fadell	TOTALS	7780.13	.00
First Communications, First Communications,						112 Cust#11097 Labor-Transmi 113 Cust#11097 Labor-Transmi		.00
	CHE	ECK TO VENDOR	==>VENDOR	FIRSTCOM F	irst Communic	ations, Inc TOTALS	49.00	.00
Florida Institute Educ	at 05/04/2017	-	FIE3939	02/15/2017	VR 26050417-	088 JCLA Hand-Held Fans	761.00	.00
Florida Institute Educ	at 05/04/2017	-	FIE3944	03/10/2017	VR 26050417-	086 Researcher/Trainer 3/3/1	7 599.00	.00
Florida Institute Educ	at 05/04/2017	-	FIE3945	03/13/2017	VR 26050417-	087 NameBadges, GraphicService	e 292.25	.00
	CHE	ECK TO VENDOR	==>VENDOR	FLINSTIT F	lorida Instit	ute Educati TOTALS	1652.25	.00
Gulf Coast Lumber/Supp	lv 05/04/2017	-	13652	03/22/2017	VR 01050417-	104 #300166 ScrubPad, MopHead	16.98	.00
Gulf Coast Lumber/Supp	lv 05/04/2017	-	13652			105 #300166 ScrubPad, MopHead		.00
Gulf Coast Lumber/Supp		-	15431			100 #300166 ExtCord, LEDLGTFiz		.00
Gulf Coast Lumber/Supp		-	15431			101 #300166 ExtCord, LEDLGTFiz		.00
Gulf Coast Lumber/Supp	ly 05/04/2017	-	15435			103 #300166 LED LGT Fixture	12.49	.00
Gulf Coast Lumber/Supp	ly 05/04/2017	-	15435			102 #300166 LED LGT Fixture	12.50	.00
	CHE	ECK TO VENDOR	==>VENDOR	GULFCOLU G	ulf Coast Lum	ber/Supply* TOTALS	89.93	.00
Jeff.Co.Health Departm	en 05/04/2017	-	33-MAR17	04/12/2017	VR 01050417-	118 JCFR-33-MAR17 Physicals	187.50	.00
Jeff.Co.Health Departm		-	33-MAR17	04/12/2017	VR 19050417-	119 JCFR-33-MAR17 Physicals	187.50	.00

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		CHE	СК ТО	VENDOR	==>VENDOR	HEALTH	Jeff	.Co.Health De	epartment	t TOTALS	525.00	.00
Sheriff David	C. Hobbs	05/04/2017		-	04131701	04/13/201	.7 VR	14050417-00	6 Budget		310725.16	.00
		CHE	СК ТО	VENDOR	==>VENDOR	HOBBSDAV	Sher	iff David C.	Hobbs	TOTALS	310725.16	.00
Howdys Rent A	Toilet	05/04/2017		-						Lloyd Recycle		.00
Howdys Rent A	Toilet	05/04/2017		-						Rec Park Site		.00
Howdys Rent A	Toilet	05/04/2017		-						Hwy 59 Wacissa		.00
Howdys Rent A		05/04/2017 05/04/2017		_						Nash Road Recyc Bassett Dairy Ro		.00
Howdys Rent A	TOILET									-		.00
		CHE	СК ТО	VENDOR:	==>VENDOR	HOWDYS	Howd	ys Rent A To:	ilet	TOTALS	960.00	.00
Ingram Librar	y Services	05/04/2017		-	98013939	04/07/201	7 VR	26050417-08	9 Act#200	05054	833.93	.00
Ingram Librar Ingram Librar	y Services	05/04/2017		-	98013940	04/07/201	7 VR	26050417-090) Act#200	05054	19.78	.00
Ingram Librar	y Services	05/04/2017		-	98058966	04/11/201	7 VR	01050417-06	5 Act#200	05054	23.36	.00
Ingram Librar Ingram Librar	v Services	05/04/2017		-				26050417-093 01050417-06			36.96	.00
Ingram biorar	y DELVICED	05/04/201/			50075202	04/12/201	. / VIC	0103041/ 00	5 ACC#200	55054	1170.40	.00
Ingram Librar	v Services	05/04/2017		-	98096761	04/13/201	7 VR	01050417-064	4 Act#200	05054	56.66	.00
Ingram Librar Ingram Librar	y Services	05/04/2017		-				01050417-063			171.59	.00
		CHE	СК ТО	VENDOR	==>VENDOR	INGRAM	Ingra	am Library Se	ervices	TOTALS	2312.68	.00
Jefferson Co.	Tax Coll.	05/04/2017		-	05011701	05/01/201	.7 VR	01050417-023	1 #21-1N·	-4E-0000-0114-00	00 326.44	.00
		CHE	СК ТО	VENDOR	==>VENDOR	JEFFCOTX	Jeff	erson Co. Ta:	x Coll.	TOTALS	326.44	.00
Jefferson Co.	Extension	05/04/2017		-	04191701	04/19/201	7 VR	01050417-05	5 Walmar	t-DemonstrationS	upp 15.76	.00
		CHE	СК ТО	VENDOR	==>VENDOR	JEFFEXTE	Jeff	erson Co. Ext	tension	TOTALS	15.76	.00
Kauffman Tire	/Tallahasse	05/04/2017		-	297554	04/21/201	7 VR	01050417-098	8 #38757	Tires (2)	310.00	.00
		CHE	СК ТО	VENDOR	==>VENDOR	KAUFFMAN	Kauf	fman Tire/Ta	llahasse	e TOTALS	310.00	.00
Madison Count	У	05/04/2017		-	04211701	04/21/201	7 VR	01050417-05	l VA Sha:	red Costs 04/17	1834.67	.00
		CHE	СК ТО	VENDOR	==>VENDOR	MADISONB	Madi	son County		TOTALS	1834.67	.00
MailFinance		05/04/2017		-	N6507654	04/20/201	.7 VR	01050417-093	3 Cust#00	0777345	315.18	.00
		CHE	СК ТО	VENDOR	==>VENDOR	MAILFIN	Mail	Finance		TOTALS	315.18	.00
Main Street Mo	onticello	05/04/2017		-	04181701	04/18/201	7 VR	01050417-023	3 Main St	treet Budget	4000.00	.00

REPORT DATE 04/28/20 SYSTEM DATE 04/28/20 FILES ID B	L7 17										5 10:03:58 KNEWBERRY
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VENDOR NAME	DUE DATE	PURCHA ORDER		INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	CH	ЕСК ТО	VENDOR	==>VENDOR	MAINSTR	Main	Street Monti	cello	TOTALS	4000.00	.00
McClellan Five, LLC	05/04/2017		-	161	04/06/201	7 VR	22050417-079	SolidWast	e-Hydr Pump	748.62	.00
	CH	ЕСК ТО	VENDOR	==>VENDOR	MCCLELLA	McCl	ellan Five, L	LC	TOTALS	748.62	.00
Mobile Communications	05/04/2017		-	001394-1	03/15/201	7 VR	01050417-107	Cust#1109	7 Troubleshoot	88.99	.00
Mobile Communications	05/04/2017		-	001394-1	03/15/201	7 VR	19050417-106	Cust#1109	7 Troubleshoot	88.99	.00
	CH	ЕСК ТО	VENDOR	==>VENDOR	MOBILECO	Mobi	le Communicat	ions	TOTALS	177.98	.00
Monticello Carquest In	nc. 05/04/2017		_	38143416	04/18/201	7 VR	01050417-096	Cust#262	CableTie,Connect	10.18	.00
Monticello Carquest In	nc. 05/04/2017		-						LP JCase Hi-Amp		.00
Monticello Carquest In	nc. 05/04/2017		-						Dex III Fld	47.04	.00
Monticello Carquest In	1c. 05/04/2017		-						4MP-6FPX	8.42	.00
Monticello Carquest In Monticello Carquest In Monticello Carquest In Monticello Carquest In									Hydro Fluid	23.99	.00
	CHI	ECK TO	VENDOR	==>VENDOR	MONTCARQ	Mont	icello Carque	st Inc.	TOTALS	93.78	.00
TMFM-Monticello* TMFM-Monticello*	05/04/2017 05/04/2017								Day, Harod O Benjamin,Mathi	108.00	.00
							-Monticello*	. 10, 21002	TOTALS	216.00	.00
Monticello News								7 June 114 + 17	id-LamontSchool		
MONTICEIIO NEWS	,.,.				, ., .			Adverttoe			.00
	CHI	ECK TO	VENDOR	==>VENDOR	MONTINEW	Mont	icello News		TOTALS	155.30	.00
Morris Petroleum, Inc ³ Morris Petroleum, Inc ³							01050417-117 19050417-116			40.00 63.41	.00
	CH	ЕСК ТО	VENDOR	==>VENDOR	MORRISPE	Morr	is Petroleum,	Inc*	TOTALS	103.41	.00
	3 05 (04 (001 7			41004055	00/07/001			a	440000 0001		
Motorola Authorized Sa										2101.88	.00
Motorola Authorized Sa	ale 05/04/2017		-	41234255	03/27/201	7 VR	19050417-115	Cust#1036	448232 0001	2101.88	.00
	CH	ЕСК ТО	VENDOR	==>VENDOR	MOTOROLA	Moto	rola Authoriz	ed Sales	TOTALS	4203.76	.00
Mowrey Elevator Co. o:	f F 05/04/2017		-	455601	04/07/201	7 VR	01050417-139	#600483 E	xhaust Fan	255.00	.00
	CH	ЕСК ТО	VENDOR:	==>VENDOR	MOWREYEL	Mowr	ey Elevator Co	o. of FL	TOTALS	255.00	.00
MyOfficeProducts	05/04/2017		-	29068701	04/27/201	7 VR	01050417-155	#325674 E	olders	27.26	.00
	CH	ЕСК ТО	VENDOR	==>VENDOR	MYOFFICE 1	MyOf	ficeProducts		TOTALS	27.26	.00
Grubbs Auto Parts, LLG	05/04/2017		-	220504	04/20/201	7 VR	22050417-128	#1695 Hea	dlamp	18.86	.00

REPORT DATE 04/28/2017 SYSTEM DATE 04/28/2017 FILES ID B			JEFF LIST	ERSON COUI OF VOUCHEI	NTY BOARD RS TO BE P.	OF COUNTY COMMISS AID - CASH CODE (SIONERS DRDER			6 10:03:58 KNEWBERRY
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VENDOR NAME	DUE DATE		IASE R NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACI	TION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
		СНЕСК ТС	VENDOR	==>VENDOR	NAPAAUTO	Grubbs Auto Parts	s, LLC	TOTALS	18.86	.00
Christine Newell	05/04/20	017	-	04241701	04/24/201	7 VR 01050417-156	6 Reimb-Cl	leaning Supplies	16.32	.00
		CHECK TO	VENDOR	==>VENDOR	NEWELLCH	Christine Newell		TOTALS	16.32	.00
O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc O'Reilly Automotive, Inc	2 05/04/20 2 05/04/20 2 05/04/20 2 05/04/20 2 05/04/20 2 05/04/20 2 05/04/20 2 05/04/20	017 017 017 017 017 017 017	- - - - -	5-290508 5-290514 5-290660 5-290703 5-290705 5-290766 5-290989	04/18/201 04/18/201 04/20/201 04/20/201 04/20/201 04/21/201 04/23/201	7 VR 22050417-082 7 VR 22050417-083 7 VR 22050417-131 7 VR 22050417-133 7 VR 22050417-133 7 VR 22050417-132 7 VR 22050417-132	2 #336410 3 #336410 - #336410 3 #336410 0 #336410 2 #336410 2 #336410	AC Pro Refill CREDIT 12oz Stop Leak 12oz Stop Leak Leak Seal Wiper Blades Motor Oil	27.99 -3.00 24.99 35.98 18.99 28.82 11.99	.00 .00 .00 .00 .00 .00
		CHECK TO	VENDOR	==>VENDOR	OREILLY	O'Reilly Automoti	ve, Inc.	TOTALS	145.76	.00
Piggly Wiggly	05/04/20	017	-	088883	04/20/201	7 VR 22050417-134	Act#105	Bleach	17.87	.00
		CHECK TO	VENDOR	==>VENDOR	PIGGLYWI	Piggly Wiggly		TOTALS	17.87	.00
The Plant Man Landscape	05/04/20	017	-	30138	04/25/201	7 VR 01050417-154	l Courthou	use Spring Cleanu	p 2774.25	.00
		CHECK TO	VENDOR	==>VENDOR	PLANTMAN	The Plant Man Lar	ndscape	TOTALS	2774.25	.00
Public Health Entomology	05/04/20	017	-	501	04/12/201	7 VR 01050417-157	/ Registra	ation-MosqWorksho	p 300.00	.00
		CHECK TO	VENDOR	==>VENDOR	PUBHEALT	Public Health Ent	comology	TOTALS	300.00	.00
	05/04/20 05/04/20					7 VR 01050417-138 7 VR 01050417-153			59.00 227.19	.00
		CHECK TO	VENDOR	==>VENDOR	REDWIRE	Redwire		TOTALS	286.19	.00
Register's Mini Storage	05/04/20	017	-	05011701	05/01/201	7 VR 01050417-004	l Units B	17, 21-22	225.00	.00
		CHECK TO	VENDOR	==>VENDOR	REGISTMI	Register's Mini S	Storage	TOTALS	225.00	.00
Roberts Sand Co., Inc.	05/04/20	017	-	34770	04/07/201	7 VR 01050417-025	0 Wacissa	River Park	392.81	.00
		CHECK TO	VENDOR	==>VENDOR	ROBERSAN	Roberts Sand Co.,	Inc.	TOTALS	392.81	.00
Royal Mini Storage, Inc.	05/04/20	017	-	05011701	05/01/201	7 VR 01050417-005	5 Unit #47	7	110.00	.00
		CHECK TO	VENDOR	==>VENDOR	ROYALMIN	Royal Mini Storac	ge, Inc.	TOTALS	110.00	.00
Safety First Fire Equip.	05/04/20	017	-	2265	04/16/201	7 VR 19050417-122	2 FireResc	cue-ShiftKit,Labo	r 276.80	.00
		CHECK TO	VENDOR	==>VENDOR	SAFETYFI	Safety First Fire	e Equip.	TOTALS	276.80	.00
Santa Rosa County 4-H	05/04/20	017	-	8	04/19/201	7 VR 01050417-094	4 Chick	Chain Participan	t 248.00	.00

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VENDOR NAME		DUE DATE	PUR ORE			INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
		(CHECK	то	VENDOR=	==>VENDOR	SANTAROS	Santa	a Rosa County	4-H	TOTALS	248.00	.00
SHANDS UF		05/04/201	17		-	04251701	04/25/201	7 VR	01050417-147	#27880183	4 Grubb, Timothy	2270.92	.00
		C	CHECK	то	VENDOR=	==>VENDOR	SHANDS	SHANI	DS UF		TOTALS	2270.92	.00
The Shoe Box I The Shoe Box I		05/04/201 05/04/201			- -	19317 19317					e-Holly Megna e-Holly Megna	55.00 55.00	.00
		C	CHECK	то	VENDOR=	==>VENDOR	SHOEBOX	The S	Shoe Box Inc.		TOTALS	110.00	.00
James Skipwort	h	05/04/201	17		-	04191701	04/19/201	7 VR	01050417-054	Janitoria	l Svcs 04/17	420.00	.00
		C	CHECK	то	VENDOR=	==>VENDOR	SKIPWORJ	James	s Skipworth		TOTALS	420.00	.00
Stryker Sales	Corporatio	05/04/201	17		-	2148283M	04/10/201	7 VR	01050417-099	#1092969	ProCare Upgrade	293.60	.00
		C	CHECK	то	VENDOR=	==>VENDOR	STRYKERM	Stryl	ker Sales Cor	poration	TOTALS	293.60	.00
Tallahassee Me	emorial	05/04/201	17		-	04251701	04/25/201	7 VR	01050417-148	#26269980	0 Scurry,James	2250.01	.00
Tallahassee Me	emorial	05/04/201	17		-	04251702	04/25/201	7 VR	01050417-149	#06754911	0 Peterson,Brend		.00
Tallahassee Me	emorial	05/04/201	17		-	04251703	04/25/201	7 VR	01050417-150	#06754911	0 Petersen,Brend		.00
		C	CHECK	то	VENDOR=	==>VENDOR	TALLMEMO	Talla	ahassee Memor	ial	TOTALS	5575.37	.00
Thmsvlle Truck	s N Trails	05/04/201	17		-	38259	04/17/201	7 VR	22050417-084	Cust#4015	4 Idler	41.99	.00
		(CHECK	то	VENDOR=	==>VENDOR	TNT	Thmsv	/lle Trucks N	Trails	TOTALS	41.99	.00
Tri-County Ele	ectric Coop	05/04/201	17		-	90080417	04/20/201	7 VR	22050417-135	Act#72001	059008	53.74	.00
		C	CHECK	то	VENDOR=	==>VENDOR	TRI-CO.	Tri-(County Electr	ic Coop.	TOTALS	53.74	.00
ULTRA SHRED TE	CHNOLOGIES	05/04/201	17		-	98096	04/19/201	7 VR	01050417-053	Document	Destruction	72.00	.00
		C	CHECK	то	VENDOR=	==>VENDOR	ULTRASH	ULTRA	A SHRED TECHN	OLOGIES	TOTALS	72.00	.00
UniFirst Corpo UniFirst Corpo UniFirst Corpo	oration	05/04/201 05/04/201 05/04/201	17		- - -	0135020	04/20/201	7 VR	22050417-136 01050417-022 01050417-146	Cust#1311	916	169.56 80.67 80.67	.00 .00 .00
		C	CHECK	то	VENDOR=	==>VENDOR	UNIFIRST	UniF:	irst Corporat	ion	TOTALS	330.90	.00
United Health	Care Insur	05/04/201	17		-	41825750	02/01/201	7 VR	01050417-068	#41825750	Peterson, Timoth	n 27.50	.00
		C	CHECK	то	VENDOR=	==>VENDOR	UNITEDHC	Unite	ed Health Car	e Insura	TOTALS	27.50	.00

REPORT DATE SYSTEM DATE FILES ID	04/28/2017 04/28/2017 B		JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER								8 10:03:58 KNEWBERRY
	Page 14 o	f 59								USER	
VENDOR NAME		DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTIC	N DESCRIPTION	TRANS N AMOUNT	DISC/WITH AMOUNT
Walker Gas		05/04/2017	-	40	04/04/2017	VR	19050417-092	Wacissa Vo	l Fuel	73.90	.00
		CH	IECK TO VENDOR:	==>VENDOR	WALKERGA W	alke	er Gas		TOTALS	73.90	.00
World Book,	Inc.	05/04/2017	-	01553843	04/07/2017	VR	01050417-058	Act#L6431	WildAnimalKir	ngd 200.00	.00
		CH	IECK TO VENDOR:	==>VENDOR	WORLDBOO W	orlo	d Book, Inc.		TOTALS	200.00	.00
				CASH	ACCOUNT #	0110	010000		TOTALS	384842.74	.00
				BANK	ACCOUNT #	0101	1001611		TOTALS	384842.74	.00
							FI	NAL REPORT	TOTALS	384842.74	.00

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS SMALL GRANT PROGRAM

Purpose. The purpose of this program is to provide economic support for activities and initiatives that encourage economic development and enhance the quality of life in our community.

<u>Eligibility.</u> Applicants must be volunteer-based, non-profit organizations, located in and serving Jefferson County. To be eligible, the applicant must demonstrate the activity for which funding is sought will:

- 1. Increase economic activity in the county; and/or
- 2. Improve and promote the county's image and, thereby, enhance the prospect for increased economic activity in the future.

The maximum award available through the Small Grant Program is \$1500. This amount may be adjusted by the County, based on budgetary considerations.

One application per organization, per six month period will be considered; October 1 - March 31 is the first application period, April 1 - September 30 is the second application period. *An organization submitting one application during the fiscal year can submit the application at anytime during the year, Jefferson County's fiscal year is from October 1 through September 30. The County will not consider applications from cemetery associations, veterans' or labor organizations, religious groups or fraternal organizations. Social and/or civic organizations may be eligible, depending on the nature of the request.

How to Apply. Application forms are available in the County Coordinator's Office or online at www.jeffersoncountyfl.gov Completed applications should be forwarded to:

County Coordinator's Office 1 Courthouse Circle Monticello, Florida 32344

Additional instructions and timelines are contained in the application. All questions regarding the process should be directed to Mrs. Julie Conley at 850-997-7999 or jcedc@embarqmail.com Also, Parrish Barwick at 850-342-0287 or pbarwick@jeffersoncountyfl.gov.

Evaluation. Proposals will be evaluated by the Small Grant Review Committee which shall consist of the Executive Directors of the Economic Development Council, Tourist Development Council and Chamber of Commerce; also Mrs. Jennifer Johnson, Jefferson County Health Department Administrator and the County Coordinator. The Committee's nonbinding recommendations will be submitted to the Board of County Commissioners for final approval and notification of awards. The following criteria will be used to evaluate grant proposals:

- Does the proposal respond to a demonstrated or emerging community need
- Is the project tied to economic development
- Will existing and/or additional volunteer and fundraising efforts be used as leverage to promote the project
- Are matching funds available
- Does the proposal offer a plan for financial sustainability without continued grant assistance
- Does the applicant have the demonstrated ability to implement the project
- Does the applicant receive public financial support

SMALL GRANT PROGRAM

APPLICATION

Thank you for your interest in Jefferson County's Small Grant Program. Our goal is to provide support for activities and initiatives that encourage economic development and enhance the quality of life in our community.

Please complete this application (typewritten applications are preferred) and return it to the County Coordinator's office at least 60 days prior to the date on which the funds are needed.

The process for evaluation of applications is as follows:

- 1. Within 30 days of receipt of a completed application, the Small Grant Program Review Committee will meet to evaluate the application. This meeting will be advertised and open to the public. You will be personally notified of the meeting and invited to have an open discussion with the Committee regarding your project. This will be the only forum in which your application will be discussed.
- 2. The Committee's evaluation and recommendation will be forwarded to the Board of County Commissioners and placed on the Consent Agenda for the next available meeting (but no later than 30 days following the Review Committee's meeting). You will receive notice of the meeting. However, there will be no further input or discussion and the Board will either accept or reject the Committee's recommendation.
- 3. The County Coordinator will notify applicants of the County Commission's decision regarding the grant request.
- 4. If your funding request is granted, you are required to submit a report outlining the development, implementation and overall assessment of the project or event. Please provide as many details as possible to assist the Review Committee and County Commission in evaluating the impact of the project or event. This report should be submitted to the County Coordinator's office no later than 30 days following the completion of the project or event.

Project name: Spanish Missions in Florida and the Borderlands

Organization name: Aucilla Research Institute, Inc.

Type of organization (charitable, 501(c)(3), etc. 501(C)(3)

Name, address, telephone number and e-mail address of primary contact: <u>Jana Grubbs, Executive Director</u>

555 North Jefferson Street	
Monticello, Florida 32344	
850-576-0721	
ariinc@gmail.com	

Please describe how the project meets the criteria established for this program. You may create your own narrative or respond by answering the questions below. Please limit your narrative or responses to one page and attach it to this application.

- How does the project respond to a demonstrated or emerging community need?
- The Missions Conference will attract 500 to 700 visitors to Monticello and Jefferson County. Schedule encourages staying in local hotels & B&Bs, allows attendees time to eat lunch and dinner in local restaurants and visit shops contributing to the economic vitality of the entire county.
- What product or service will be rendered as a result of receiving funding?
- Additional traffic for all local businesses improved sales tax revenue
- Is the project tied to economic development?
- Yes improved traffic to established businesses
- How will the project be implemented?
- The 3-day Mission Conference with exhibits will be offered in the Opera House and modeled on Main Street's three successful conferences since 2012.
- Are volunteer services and fundraising efforts being used as leverage to implement the project? Yes
- Is the project currently receiving public funding from other sources? No some have been applied for.
- Are matching funds available? We expect donations by attendees to match any grant funds obtained.

How will be project be sustained when the requested funds are exhausted? ARI

will continue to organize conferences on a bi-annual basis - plans

include organizing the third First Floridians First Americans in October of 2018

- Amount of funds requested: \$ 1,500.00
- Anticipated project completion date: October 5,6,7, 2017

Signature of Applicant

Board Member Title

March 21, 2017 Date

RESOLUTION

A resolution recognizing May 09, 2017, as "Child Welfare Professionals Recognition Day"

WHEREAS, children are Florida's most precious resource and our promise for a bright future; and

WHEREAS, Florida's child welfare professionals are responsible for ensuring that our children live free from maltreatment, enjoy long-term secure relationships within strong families and communities, are physically and emotionally healthy and socially competent, and that families nurture, protect and meet the needs of their children; and are well integrated into their communities; and

WHEREAS, Florida's child welfare professionals build rapport and trust with the family and people who know and support the family, empower family members by seeking information about their strengths, resources and proposed solutions, and demonstrate respect for the family as the family exists in its social network, community and culture; and

WHEREAS, Florida's child welfare professionals form partnerships with family members and people who know and support the family, partner and share information with relative caregivers and foster and adoptive parents, and lead and facilitate partnership with all involved parties to achieve optimum communication, clear roles and responsibilities, and mutual accountability while including parent and other caregivers in case decision-making; and

WHEREAS, Florida's child welfare professionals make lasting contributions and are sincerely dedicated to improving the lives of all children,

NOW, THEREFORE, **BE IT RESOLVED** by the Jefferson County Board of County Commissioners of JEFFERSON COUNTY of the STATE OF FLORIDA:

That May 09, 2017, is recognized as "Child Welfare Professionals Recognition Day" in the State of Florida.

BOARD OF COUNTY COMMISSIONERS JEFFERSON COUNTY, FLORIDA

GENE HALL, Chairman

ATTEST

PROCLAMATION Jefferson County Florida Board of County Commissioners

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the American Public Works Association celebrates this year's theme "**Public Works Connects Us**" as we commemorate the hard work and dedication of many public works professionals throughout the world who bring quality of life to their communities. Its streets, roads, bridges, public transportation, clean water, and efficient traffic safety keeps us linked together.

NOW, *THEREFORE*, The Jefferson County Board of County Commissioners does hereby proclaim the week of May 21 through May 27, 2017 as

NATIONAL PUBLIC WORKS WEEK

in the **County of Jefferson**, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works; and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

PASSED AND DULY ADOPTED in regular session this 4th Day of May, 2017.

Monticello, FLORIDA

Chair

ATTEST:

Clerk

ITEM 5(a)

CDBG COUNTY POLICY UPDATE

RESOLUTION 2017-050417-01

A RESOLUTION OF JEFFERSON COUNTY, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA AS FOLLOWS:

Whereas 42 United States Code 5304(a)(l)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations;

Whereas 42 United States Code 5304(a)(l)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

Therefore and henceforth, it is the policy of the County to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the Town's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of the Town in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is

declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the Board of County Commissioners of

Jefferson County, Florida on this _____ day of _____, 2017.

BY:

ATTEST:

Gene Hall, Chairman Jefferson County Commission Kirk Reams County Clerk

APPROVED AS TO FORM

Buck Bird County Attorney

ITEM 5(b)

CDBG COUNTY PURCHASING POLICY UPDATE

JEFFERSON COUNTY, FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PURCHASING POLICY INCLUDING THE MINORITY BUSINESS ENTERPRISE POLICY

I. PURPOSE

This Policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, Attachment O; 2 CFR 200.317-.326; s. 287.055 and 255.0525 Florida Statutes and Rule 73C-23 Florida Administrative Code.

II. APPLICATION OF POLICY

This Policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this Policy.

III. PURCHASING DIRECTOR

The County Administrator shall serve as the central purchasing officer (the "Purchasing Officer") of the Jefferson County for all contracts or agreements described in Section II.

IV. PURCHASING AND CONTRACT AWARD PROCEDURES

A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section IV-F) and Cooperative Purchasing (Section IV-G), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- 1. Small Purchases (Section IV-B).....\$1 to \$1,500
- 2. Purchasing Quotes (Section IV-C).....\$1,500 to \$5,000
- 3. Competitive Sealed Bids/Proposals (Section IV-D & IV-E)......\$5,000 and above

B. SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section IV-A-1 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

C. PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section IV-A-2 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

D. COMPETITIVE SEALED BIDDING

- 1. <u>Conditions for Use</u>. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.
- 2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73C-23.00521 (2) (a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000 shall be published in at least one daily newspaper of general circulation in Escambia County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in Escambia County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Additionally, notice shall be sent to those vendors and contractors on the County's MBE/WBE solicitation list. Alternatively, the County may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However if three responsible and responsive bids or proposals are not received, the procurement will be invalid. An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Council. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Council as duly authorized expressions on behalf of proposers.
 - a) <u>Alternate(s)</u>. Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - b) <u>Approved Equivalents</u>. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
- 3. <u>Public Notice</u>. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with D2 above as appropriate. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.
- 4. <u>Bid Opening</u>. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
- 5. <u>Bid Acceptance and Evaluation</u>. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated

based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this Policy.

- 6. <u>Bid Agenda Item</u>. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the County Commission.
- 7. <u>Correction or Withdrawal of Bids: Cancellation of Awards</u>. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
 - a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
- 8. <u>Multi-Step Sealed Bidding</u>. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
- 9. <u>Award</u>. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The County reserves the right to waive any informality in bids and to make an award in whole or in part when one or both conditions are in the best interest of Jefferson County. Any requirement which is waived must be documented and kept in the file.
 - a) <u>Notice of Intended Award</u>. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids

received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, selfaddressed envelope for their records.

- b) <u>Notice of Right to Protest</u>. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section IV-H of the CDBG Purchasing Policy of the Jefferson County shall constitute a waiver of proceedings under that section of this Policy".
- 10. <u>Cancellation of Invitations for Bids</u>. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the County, as determined by the Council. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.
- 11. <u>Disqualification of Vendors</u>. For any specific bid, vendors may be disqualified by the Purchasing Director, Purchasing Officer, for the following reasons:
 - a) Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period.
 - b) Failure to update the information on file including address, project or service, or business description.
 - c) Failure to perform according to contract provisions.
 - d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
 - e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
 - f) Clear and convincing evidence that the vendor has attempted to give a County employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the County's purchasing activity.
 - g) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
 - h) Other reasons deemed appropriate by the County.

E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV-E-1.

- 1. <u>Professional Architectural. Engineering, Landscape Architectural, and Land</u> <u>Surveying Services</u>
 - a) <u>Public Announcement</u>. It is the policy of Jefferson County to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the County may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.
 - (1) <u>Scope of Project Requirements</u>. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Council, the Purchasing Officer shall submit to the County written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following;
 - (a) the general purpose of the services or study;
 - (b) the objectives of the study or services;
 - (c) estimated period of time needed for the services or the study;
 - (d) the estimated cost of the service or study;
 - (e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
 - (f) list of current contracts or prior services or studies which are related to the proposed study or service; and
 - (g) the desired qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.
 - (2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the Board of County Commissioners to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than twelve calendar days from the date of public notice when the Purchasing Officer shall publish in at least one daily newspaper of general circulation in the County where the project is located and in a nearby federal Office of Management and Budget (0MB) designated metropolitan statistical area (MSA). Alternatively, the County may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However if three responsible and responsive bids or proposals are not received, the procurement will be invalid.
 - (3) <u>Modification Prohibition</u>. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee prior to making

its selection of those best qualified to be formally interviewed.

- (4) <u>Reuse of Existing Plans</u>. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.
- b) <u>Selection Committee Membership and Evaluation</u>. Depending on the expected complexity and expense of the professional services to be contracted, the County may determine whether a three member or three or five member selection committee will best serve the needs of the Council.
 - (1) <u>Three Member Committee Composition</u>. Membership of a three-member selection committee shall be appointed by the Mayor or his/her designee.
 - (2) <u>Five Member Committee Composition</u>. Membership of a five-member selection committee shall be appointed by the Mayor or his/her designee.
 - (3) <u>Selection Committee Evaluation</u>. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
 - (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
 - (b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.
 - (4) <u>Shortlisting</u>. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:
 - (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
 - (b) current workload;
 - (c) financial responsibilities;
 - (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
 - (e) record of professional accomplishments;
 - (f) proximity to the project involved, if applicable;
 - (g) record of performance; and
 - (h) ability to design an approach and work plan to meet the project requirements, where applicable.
 - (5) <u>Interview and Council Approval</u>. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The Page 29 of 59

respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Council for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

- c) <u>Negotiation Staff</u>. Contract negotiations shall be conducted by the Purchasing Officer unless the Mayor directs that negotiations be conducted by a Negotiation Committee.
- d) <u>Negotiation</u>.
 - (1) The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the County. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.
 - (2) As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.
- 2. Other Competitive Sealed Proposals (non-287.055 services)
 - a) <u>Conditions for Use</u>. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
 - b) <u>Consultant's Competitive Negotiation Act</u>. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.
 - c) <u>Council Approval.</u> Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive sealed Proposals shall be approved by Jefferson County prior to solicitation.
 - d) <u>Public Notice</u>. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection IV-D-3 of this Policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the County's MBE/WBE solicitation list.
 - e) <u>Evaluation Factors</u>. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
 - f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a

proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.

- g) <u>Revisions and Discussions with Responsible Offerors</u>. As provided in the Request for Proposals, and under regulations promulgated by the Jefferson County Board of County Commissioners, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- h) <u>Award</u>. Award shall be made by the Board of County Commissioners to the lowest responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the Jefferson County, taking into consideration the evaluation factors set forth in the Request for Proposals.
- F. SOLE SOURCE PURCHASES
 - a) <u>Sole Source Certification</u>. A contract may be awarded for a supply, service material, equipment or construction item(s) without competition when the Purchasing Officer with the coinsurance of the County Clerk, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement be placed on the agenda for Council approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000) it will require prior DEO approval.
- G. COOPERATIVE PURCHASING
 - 1. <u>State Contracts</u>. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this Policy.
 - 2. <u>Other Governmental Units</u>. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with this Policy and with the County, State and Federal Law.

H. BID PROTEST

- 1. <u>Right to Protest</u>. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the Board of County Commissioners. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the County Clerk prior to protesting to the Board.
- 2. <u>Filing a Protest</u>. Any person who is effected adversely by the decision or intended decision of the County shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after he/she filed the notice of protest, Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this section. A Page 31 of 59

written protest is filed with the County when it is delivered to and received in the office of the Purchasing Officer.

- a) The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
- b) The formal written protest shall identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
- c) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
- 3. <u>Settlement and Resolution</u>. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
- 4. <u>Protest Proceedings</u>. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
 - a) Protest Proceeding Procedures
 - (1) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - (3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
 - (4) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (5) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the Board of County Commissioners.
 - (6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
 - b) <u>Intervener</u>. The participation of interveners shall be governed by the terms of the order issued in response to a petition to intervene.
 - c) <u>Time Limits</u>. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.
 - d) <u>Entitlement to Costs</u>. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
- 5. <u>Stay of Procurement During Protests</u>. In the event of a timely protest under Subsection A of this section, the Purchasing Officer shall not proceed further with the solicitation Page 32 of 59

or award of the contract until all administrative remedies have been exhausted or unless the Board of County Commissioners makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the County.

- I. CONTRACT CLAIMS
 - 1. <u>Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims</u>. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Board of County Commissioners or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the Commission.
 - 2. <u>Decision of the Purchasing Officer</u>. All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
 - 3. <u>Notice to the Contractor of the Purchasing Officer's Decision</u>. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this section.
 - 4. <u>Finality of the Purchasing Officer Decision: Contractor's Right to Appeal</u>. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the Board of County Commissioners.
 - 5. <u>Failure to Render Timely Decision</u>. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

J. REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

- 1. <u>Prior to Bid Opening or Closing Date for Receipt of Proposals</u>. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the County Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- 2. <u>Prior to Award</u>. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the County Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- 3. <u>After Award</u>. If, after award, the Purchasing Officer after consultation with the County Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
 - a) if the person awarded the contract has not acted fraudulently or in bad faith:
 - (1) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the County; or
 - (2) the contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or

(3) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the County.

V. CONTRACT ADMINISTRATION

- A. CONTRACT PROVISIONS
 - 1. <u>Standard Contract Clauses and Their Modification</u>.
 - a) The County after consultation with the County Attorney, may establish standard contract clauses for use in County contracts.
 - b) However, the Purchasing Officer may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.
 - 2. <u>Contract Clauses</u>. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - a) the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 - b) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - c) variations occurring between estimated quantities or work in contract and actual quantities;
 - d) defective pricing;
 - e) time of performance and liquidated damages;
 - f) specified excuses for delay or nonperformance;
 - g) termination of the contract for default;
 - h) termination of the contract in whole or in part for the convenience of the County;
 - i) suspension of work on a construction project ordered by the County;
 - j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
 - (1) when the contract is negotiated;
 - (2) when the contractor provides the site or design; or
 - (3) when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - k) value engineering proposals;
 - l) remedies;
 - m) access to records/retention records;
 - n) environmental compliance; and
 - o) prohibition against contingency fees;
 - p) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
 - q) bonding requirements as set by the County Council;
 - r) causes of and authorization for suspension of contract for improper contractor activity.
- B. PRICE ADJUSTMENTS
 - 1. <u>Method of Price Adjustment</u>. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the County:
 - a) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

- b) by unit prices specified in the correct or subsequently agreed upon;
- c) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the County;
- d) in such other manner as the contracting parties may mutually agree; or
- e) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this section.
- 2. <u>Costs or Pricing Data Required</u>. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this section.

C. CHANGE ORDERS/CONTRACT AMENDMENTS

- 1. Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by an appropriate person based upon the dollar value of the change or amendment.
- 2. The purchasing categories thresholds designated in Section IV-A shall govern the appropriate level of approval.

D. ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this Policy shall be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the County.

E. RIGHT TO INSPECT PLANT

The County may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the County.

VI. RIGHTS OF BOARD OF COUNTY COMMISSIONERS

A. Nothing in this Policy shall be deemed to abrogate, annual, or limit the right of the Council, in the best interests of the County, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good. Any actions taken by the Board of County Commissioners will not violate federal code, state statutes or program requirements.

VII. COUNTY PROCUREMENT RECORDS

- A. <u>Contract File</u>. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in a contract file.
- B. <u>Retention of Procurement Records</u>. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.

VIII. SPECIFICATIONS

A. MAXIMUM PRACTICABLE COMPETITION

1. All specifications shall be drafted to promote overall economy and encourage

competition in satisfying the County needs and shall not be unduly restrictive.

- 2. This Policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.
- B. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS
 - 1. <u>Use</u>. Brand name or equivalent specifications may be used when the County determines that:
 - a) no other design, performance, or qualified product list is available;
 - b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c) the nature of the product or the nature of the County requirements makes use of a brand name equivalent specifications suitable for the procurement; or
 - d) use of brand name or equivalent specification is in the County's best interest.
 - 2. <u>Designation of Several Brand Names</u>. Brand name or equivalent specifications shall seek to designate three or as many different brands as are practicable, as products to those designated may be considered for award.
 - 3. <u>Required Characteristics</u>. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
 - 4. <u>Nonrestrictive Use of Brand Name or Equivalent Specifications</u>. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
 - 5. <u>Determination of Equivalents</u>. Any prospective bidder may apply, in writing, for a prebid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
 - 6. <u>Specifications of Equivalents Required for Bid Submittal</u>. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.
- C. BRAND NAME SPECIFICATIONS
 - 1. <u>Use of Brand Name Specifications</u>. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the County needs.
 - 2. <u>Competition</u>. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section IV-F, Sole Source Purchases.

IX. ETHICS IN PUBLIC CONTRACTING

- A. <u>Criminal Penalties</u>. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.
- B. <u>Employee Conflict Of Interest</u>.
 - 1. <u>Participation</u>. It shall be unethical for any County employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A

conflict of interest would arise when:

- a) the County employee, officer or agent;
- b) any member of his immediate family;
- c) his or her partner; or
- d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- 2. <u>Blind Trust</u>. A County employee, officer or agent or any member of his family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Contemporaneous Employment Prohibited.
 - 1. It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with Jefferson County.
- D. Use Of Confidential Information.
 - 1. It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- E. Gratuities And Kickbacks.
 - 1. <u>Gratuities</u>. It shall be unethical for any person to offer, give, or agree to give any County employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
 - 2. <u>Kickbacks</u>. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
 - 3. <u>Contract Clause</u>. The prohibition against gratuities and kickbacks prescribed in this Section shall conspicuously set forth in every contract and solicitation therefore.
- F. Sanctions.
 - 1. <u>Employee Sanctions</u>. Upon violation of the ethical standards by an employee, officer or agent of the County, or other appropriate authority may:
 - a) impose one or more appropriate disciplinary actions as defined in the County Personnel Rules and Regulations, up to and including termination of employment; and
 - b) may request investigations and prosecution.
 - 2. <u>Non-employee Sanctions</u>. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
 - a) written warnings;
 - b) termination of contracts; or
 - c) debarment or suspension from the Bid List as provided in Section XV.
- G. <u>Recovery of Value Transferred or Received In Breach of Ethical Standards</u>.
 - 1. <u>General Provisions</u>. The value of anything being transferred or received in breach of the ethical standards of this Policy by a County employee or non-employee may be

recovered from both the County employee and non-employee.

2. <u>Recovery of Kickbacks by Jefferson County</u>. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable thereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

X. FEDERAL POLICY NOTICE

- A. <u>Patents</u>. If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:
 - 1. <u>Notice To Contractor</u>. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
 - 2. <u>Notice By Contractor</u>. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

B. Notice of Federal Public Policy Requirements.

- 1. <u>Applicability</u>. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
 - a) equal employment opportunity;
 - b) affirmative action;
 - c) fair labor standards;
 - d) energy conservation;
 - e) environmental protection; or
 - f) other similar socio-economic programs.
- 2. <u>Notice</u>. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

XI. PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended "Prompt Payment Act", Chapter 89-297, Florida Statutes.

XII. MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

A. <u>Purpose and Scope</u>. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the Board of County Commissioners. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the Board of County Commissioners are responsible for implementing this program.

B. Policy Statement.

1. It is the policy goal of the County that two percent (2%) of the Council approved

procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (CIPs, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program is not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.

- 2. All department and divisions under the jurisdiction of the Board of County Commissioners are responsible for implementing this program and for making every reasonable effort to utilize MBE's and WBE's when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women-owned businesses.
- 3. Regarding the implementation of this Policy, it is the Council's intent to foster economic development in the County's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the County. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the Board of County Commissioners, with or without a public hearing, as deemed necessary.
- C. <u>Definition</u>. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.
- D. <u>Administrative Responsibilities</u>. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.
 - 1. Capital Improvement Projects.
 - a) <u>Review</u>.

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the Board of County Commissioners. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

- b) Pre-Bid Activity.
 - (1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
 - (2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
 - (3) Upon request available plans and specification will be provided to MBEIWBE associations along with any special instructions on how to pursue bids.
 - (4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
 - (5) Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.
 - (6) The Prime Contractor attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, Page 39 of 59

bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable.

Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

- 2. Contractor Responsibilities.
 - a) Contractors must indicate all MBE/WBEs contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
 - b) A contractor who determines that an MBE/WBEs, named in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
 - c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
 - d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
 - e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate County representatives to review the project scope and the MBE/WBE utilization plan.
 - f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.
- 3. MBE/WBE Contractor Responsibilities.
 - a) MBE/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program.
 - b) MBE/WBEs should attend pre-construction conferences to obtain information and technical assistance on project end bid procedures in which they (MBE/WBEs) have submitted bids.
- 4. Joint Venture Responsibilities.
 - a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in the policy.
 - b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program will not be tolerated and may result in termination of participation.
 - c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentage of the dollar amount of the work to be performed by the MBE/WBEs.
 - d) Contracts subject to this Policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this Policy on MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.
- E. Fulfilling MBE/WBE Participation Requirements.

For the purpose of this Policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor Page 40 of 59

and the subcontractor, manufacturer, and/or the supplier.

XIII. PAYMENT

- A. Payment will be expedited by the Council within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- B. The County will provide work progress payments to all businesses at the completion and subsequent acceptance by Council representative within various stages of a particular project.

XIV. WAIVER OF BID BOND REQUIREMENTS

The Council may at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the County as long as such action does not violate Federal code, State law, Rule 73C-23 or program requirements.

XV. BID LIST

A bid list for the purpose of bid solicitations shall be maintained by the County. The list shall consist of firms that apply.

- A. The County staff may remove firms from the bid list for any of the following reasons:
 - 1. consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
 - 2. failure to update the information on file including address, product or service description or business description.
- B. The Council may remove firms from the bid list for the following reasons:
 - 1. failure to perform according to contract provisions;
 - 2. conviction in a court of law of any criminal offense in connection with the conduct of business;
 - 3. clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts;
 - 4. clear and convincing evidence that a vendor has attempted to give a Council employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Council's purchasing activity;
 - 5. violation of circumvention of the Minority Business Enterprise Program; or
 - 6. other reasons deemed appropriate by the Board of County Commissioners.
- C. This Policy is consistent with the Jefferson County Purchasing Policy. However, if a conflict is determined to exist, the provisions in this Policy will prevail.

XVI. REPORTING

- A. The Purchasing Officer or appropriate person will report, at least annually, to the Council on the status of the Minority Business Enterprise Program.
- B. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

XVII. SEVERABILITY CLAUSE

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

BY:

ATTEST:

Gene Hall, Chairman Jefferson County Commission Kirk Reams County Clerk

APPROVED AS TO FORM

Buck Bird County Attorney

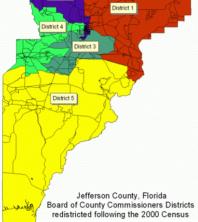
ITEM 6(a)

COUNTY COORDINATOR LOCAL HOUSING ASSISTANCE PROGRAM PROPOSED CHANGES

Jefferson County, Florida State Housing Initiatives Partnerships (SHIP) Program Local Housing Assistance Plan (LHAP)



Jefferson County Courthouse



Fiscal Years Covered 2015/2016, 2016/2017, 2017/2018

May 2, 2015 Amended December 2016 Page 45 of 59

PROGRAM DESCRIPTION:

A. NAME OF THE PARTICIPATING LOCAL GOVERNMENT:

Jefferson County is a participating local government in the State Housing Initiatives Partnership (SHIP) Program, established by Section 420.907 Et. Seq, Florida States, Chapter 67-37, Florida Administrative Code, and administered by the Florida Housing Finance Corporation.

Jefferson County does not have any Inter-local Agreements with other municipalities at this time.

B. PURPOSE OF THE PROGRAM:

The purpose of the SHIP program is to assist in meeting the affordable housing needs in Jefferson County, Florida through the expansion of affordable housing opportunities to very low, low and moderate income families. Additionally, it is the goal of the County to ensure that low income households benefit from quality, safe and sanitary housing to improve their living and economic conditions. This plan also furthers the housing element of the County's Comprehensive Plan specific to affordable housing.

C. FISCAL YEARS COVERED BY THE PLAN:

- ✓ 2015-2016
- ✓ 2016-2017
- ✓ 2017-2018

D. GOVERNANCE:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007, Florida Administrative Code. The SHIP Program does further the housing element of Jefferson County's Comprehensive Plan.

E. LOCAL HOUSING PARTNERSHIP:

Jefferson County's SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. LEVERAGING:

Jefferson County's Local Housing Assistance Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other housing and economic development programs and to provide local match to obtain federal housing grants or programs.

G. PUBLIC INPUT:

The County understands the importance of allowing stakeholders to have input into the activities and programs that impact them. The County welcomes input on this plan at any time from the public. Citizens may submit any comments they may have on the plan as it is currently written and the County will take all comments into consideration. Additionally, citizens can be heard during Commission meetings relative to the content of the plan. The County will advertise funding via a newspaper of general circulation upon notification of funding. The County will also continue to engage community stakeholders and leaders to ensure that the activities under this plan are consistent with the County's priorities.

H. ADVERTISING AND OUTREACH

Jefferson County shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. DISCRIMINATION:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing. Jefferson County will ensure that is complies will all Discrimination and Civil Rights Laws. The County is familiar with implementing state and federal programs. These programs have similar compliance policies that are closely monitored and enforced by the funding agencies.

J. SUPPORT SERVICES AND COUNSELING:

Support services are available from various sources. Available support services may include but are not limited to:

- ✓ Pre and Post Homeownership Counseling
- ✓ Transportation Assistance
- ✓ Community Action Agency programs such as LIHEAP and WAP
- ✓ Department of Children and Families
- ✓ Workforce Plus and other local resources such as libraries that allow access to resources

K. PURCHASE PRICE LIMITS:

Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 42-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above. The methodology used is:

_____ Independent Study ___XX U.S. Treasury Department

L. INCOME LIMITS, RENT LIMITS AND AFFORDABILITY:

The Florida Housing Finance Corporation has adopted the Income and Rent Limits published annually by the Department of Housing and Urban Development as the official limits that should be used for the SHIP program. Affordability means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. However it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed "affordable" if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. WELFARE TRANSITION PROGRAM:

Should an eligible sponsor be used, the County will develop a qualification system and selection criteria for applications received from eligible sponsors, which will include a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

N. MONITORING AND FIRST RIGHT OF REFUSAL:

In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and termination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. ADMINISTRATIVE BUDGET:

A detailed line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

Jefferson County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. In accordance with Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, a county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

Additionally, as is customary with the implementation of many housing programs, reasonable "project delivery" costs will be charged to each project to ensure successful implementation and completion of the various housing activities. Project delivery costs may include the following:

- appraisals required by program regulations
- preparation of work write-ups, work specifications, and cost estimates or review of these items if an owner has had them independently prepared
- project underwriting
- construction inspections and oversight

All project delivery costs will be documented in accordance with the SHIP program parameters.

Jefferson County has adopted the above findings in the attached resolution, Exhibit E.

P. PROGRAM ADMINISTRATION:

Administration of the local housing assistance plan is the responsibility of the **Jefferson County Board of County Commissioners.** Jefferson County currently uses a third party consultant to carry out the administration and implementation functions of the SHIP program. The third party consultant was procured utilizing the County's standard purchasing/procurement process considering some of the following criteria:

- ✓ Experience with administering community development programs
- ✓ Organizational capacity to carry out functions under the SHIP program
- ✓ Ability and willingness to comply with SHIP and County program requirements
- ✓ Proven track record of administering comparable programs
- ✓ Willingness to commit to SHIP and County program requirements
- ✓ Agreement to select recipients of funding assistance by complying with all eligibility requirements imposed by the program

Q. ESSENTIAL SERVICE PERSONNEL

Define in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(8), F.A.C. and Section 420.9075(3)(a) FS. Florida Statues, essential service personnel are person in need of affordable housing who are employed in occupations or professions in which they are considered essential to the community as defined by each county or municipality. Jefferson County's definition of essential personnel includes, health care personnel, teachers and educators, school district employees, public safety professionals, city, county and state government personnel, and skilled building trade personnel.

R. GREEN INITIATIVES: Chapter 420.9075(3)(d), Florida Statutes

In accordance with the statutory requirement, Jefferson County encourages energy efficiency, green building and sustainability. All contractors providing housing construction or rehabilitation services for projects assisted with SHIP funds must provide the following pursuant to the Housing Rehabilitation Specifications:

- ✓ Incorporate energy star water heaters as appropriate
- ✓ Light fixtures and ceiling fans must be energy star rated
- ✓ Electric heating must be energy star rated
- \checkmark The installation of refrigerators, dishwashers and washers must be energy star rated

The County encourages energy efficient and environmentally friendly green elements and will make every effort to incorporate these features and products into new construction and rehabilitation projects. Requiring contractors to comply with the above standards will ultimately reduce long term costs related to maintenance, utilities and insurance.

II. LHAP STRATEGIES

A	
11.	

Owner-Occupied Rehabilitation	Code 3

a. Summary of the Strategy:

This program will provide rehabilitation to correct structural health and safety related issues and to correct code violations. The extent of services provided will be based on housing needs and analysis as determined by the Rehabilitation Specialist and whether the needed repairs are within the maximum SHIP award. The Rehabilitation Specialist will provide a work write-up and cost estimate for every job. All repairs will be performed by a licensed contractor and approved by the Board **of** County Commissioners. Eligible repairs include, but are not limited to roofing, electrical wiring, cost of labor and materials, roof replacements or repair, heating cooling systems, appliances, windows and doors etc.

b. Fiscal Years Covered:

2015/2016, 2016/2017, 2017/2018

- c. Income Categories to be served: Very-low and Low income
- d. Maximum award: Up to \$40,000

e. Terms, Recapture and Default.

All SHIP funds provided to eligible households will be in the form of a zero (0%) interest subordinate mortgage, due on sale, transfer, refinancing or if owner ceases to occupy the property as the primary residence. The loan will be due if any of the above actions take place and must be repaid to the Local Housing Trust Fund as Program Income. The full amount of the loan will be forgiven if the homeowner continuously occupies the unit for seven (7) years. A note recorded with the local clerk's office outlines procedures for recapture of deferred loans if home is sold or ownership changes. The loan is assumable by SHIP income-eligible heirs.

f. Recipient Selection Criteria:

Repairs will be made to existing owner-occupied units whose owner is very-low or low income category in order to maintain an existing house in a healthy and safe environment. Applicants will be selected and approved on first-qualified first-served basis. No assistance will be provided to any property owner who owes property taxes. Mobile homes are ineligible for this program. Recipients are limited to receiving SHIP funds one time only for any strategy.

G. Sponsor Selection Criteria, if applicable: N/A

h. Additional Information:

Match funds will be utilized when Jefferson County receives a competitive Community Development Block Grant or any other resource that may become available during the course of this LHAP being implemented.

1	R	
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Purchase Assistance Existing with or without	Code 1, 2
Rehabilitation	

a. Summary of the Strategy: The purpose of this strategy is to assist first-time homebuyers by providing down payment and closing cost assistance for new construction and

existing affordable housing. First-time homebuyer is defined as: an applicant who has not owned a home during the past three years; one who has been displaced as a result of divorce or domestic abuse; or, a person displaced as a result of a governmental action. This strategy will be coordinated with financial institutions and their affordable loan programs.

b. Fiscal Years Covered:

2015/2016, 2016/2017, 2017/2018

c. Income Categories to be served: Very-low, Low and Moderate income

d. Maximum award: up to \$30,000

e. Terms, Recapture and Default.

All SHIP funds provided to eligible households will be in the form of a zero (0%) interest mortgage, due on sale, transfer, refinancing or if borrower ceases to occupy the property as their primary residence. The obligated amount of the loan will be due if any of the above actions take place and must be repaid to the Local Housing Trust Fund as Program Income. The full amount of the loan will be forgiven if the homeowner continuously occupies the unit for seven (7) years. A note recorded with the local clerk's office outlines procedures for recapture of deferred loans if home is sold or ownership changes. The loan is assumable by income-eligible heirs.

f. Recipient Selection Criteria:

The estimated maximum amount of the award will be \$30,000.00 for the very-low income category, \$25,000.00 low-income and \$20,000.00 for the moderate income (adjustments to be made as needed). Each individual chosen to be a participant in the SHIP program will be required to contractually commit to and comply with the program guidelines. Applicants will be addressed on a first come first served basis. Mobile homes are ineligible for this program. Recipients are limited to receiving SHIP funds one time only for any strategy.

- a. Down Payment/Closing Cost Assistance New Construction -is designed to provide assistance for new construction of affordable housing. Applicants are selected and approved on , first-qualified, first-served basis. SHIP funds will include 100% of allowable closing costs and down payment.
- b. Down Payment/Closing Cost for Existing with Rehabilitation-Rehabilitation includes repairs and improvements that are needed for safe, sanitary habitation and/or correction of substantial code violations Applicants are selected and approved on , first-qualified, first-served basis. SHIP funds will include 100% of allowable closing costs and the down payment.

g. Sponsor Selection Criteria, if applicable:

N/A

h. Additional Information:

N/A

Foreclosure Prevention	Code 7

- a. Summary of the Strategy: The purpose of this strategy is to help keep SHIP recipients in their homes when threatened by foreclosure and to keep SHIP funded homes in the program when foreclosure happens. This strategy is available only to existing SHIP recipients that are currently within the seven (7) year affordability period for which the county holds a mortgage.
- b. Fiscal Years Covered: 2015/2016, 2016/2017, 2017/2018
- c. Income Categories to be served: Very-low, Low and Moderate Income
- d. Maximum award: up to \$2,500

e. Terms, Recapture and Default.

All SHIP funds provided to eligible households will be in the form of a zero (0%) interest subordinate mortgage and note, due on sale, transfer, or refinancing. The obligated amount of the loan will be due if any of the above actions take place and must be repaid to the Local Housing Trust Fund as Program Income. The loan will be forgiven if the homeowner continuously occupies the unit for seven (7) years A note recorded with the local clerk's office outlines procedures for recapture of deferred loans if home is sold or ownership changes.

f. Recipient Selection Criteria:

The maximum one-time assistance award will be \$2,500.00 for all income levels. The foreclosure assistance will be added to the outstanding balance of the deferred loan payment and recapture agreement. A SHIP Foreclosure Committee will be established to review, evaluate and assist SHIP recipients facing foreclosure. The goal of the committee will be to keep a recipient in the home through the use of professional counseling and emergency, non-interest bearing loans. The committee will consist of the SHIP Coordinator, AHAC Board Chairman, AHAC Board Member and a representative of the SHIP consulting firm (non-voting). Loans will be awarded only to avoid foreclosure. If the situation indicates that the financial crisis is temporary and could be rectified with time and appropriate action, the recipients must actively participate in financial counseling. Loans must be at least sixty (60) days delinquent before assistance can be considered. If the amount of delinquency is greater than the maximum amount of assistance allowed under this strategy, the borrower must show proof as to how the remaining portion of the delinquent amount exceeding the maximum SHIP allowance will be satisfied prior to receiving SHIP assistance.

g. Sponsor Selection Criteria, if applicable: N/A

С.

h. Additional Information: N/A

D.	
New Construction	Code 10

a. Summary of the Strategy:

New Construction Loan- Funds will be awarded to assist non-profit and for-profit builders to construct affordable homes for eligible first time homebuyers. Funds provided in this program may be used for construction only. Funds may not be used for land purchases, site development or provision of infrastructure such as water, sewer, well or septic. First-time homebuyer is defined as: an applicant who has not owned a home during the past three years; one who has been displaced as a result of divorce or domestic abuse; or, a person displaced as a result of a governmental action. This strategy will be coordinated with financial institutions and their affordable loan programs. This strategy requires that the contractor has an eligible SHIP applicant that has been qualified for a mortgage through a responsible lender, and a signed and accepted construction contract.

b. Fiscal Years Covered: 2015/2016, 2016/2017, 2017/2018

c. Income Categories to be served: Very Low, Low and Moderate Income levels

d. Maximum award is noted on the Housing Delivery Goals Chart

e. Terms, Recapture and Default.

Loans to Contractors/Builders will be repaid in full (after deducting the amount awarded to the SHIP applicant) to the SHIP program at closing or within twelve (12) months of issuance of award, whichever comes first. In case of default, a lien will be attached to the property via Jefferson County Clerk's office. Funds are required to be encumbered within twelve (12) months and expended within twenty-four (24) months of the ending of the applicable State Fiscal Year as stated in the Florida Administrative Code, Rule Chapter 67-37.005(6)(f). All repaid funds will be deposited into the Local Housing Trust Fund as Program Income.

All SHIP funds provided to eligible households will be in the form of a zero (0%) interest mortgage, due on sale, transfer, refinancing or if borrower ceases to occupy the property as their primary residence. The obligated amount of the loan will be due if any of the above actions take place and must be repaid to the Local Housing Trust Fund as Program Income. The full amount of the loan will be forgiven if the homeowner continuously occupies the unit for seven (7) years. A note recorded with the local clerk's office outlines procedures for recapture of deferred loans if home is sold or ownership changes. The loan is assumable by income-eligible heirs.

f. Recipient Selection Criteria:

The estimated maximum amount of the award will be \$30,000.00 for the very-low income category, \$25,000.00 low-income and \$20,000.00 for the moderate income (adjustments to be made as needed). Each individual chosen to be a participant in the

SHIP program will be required to contractually commit to and comply with the program guidelines. Applicants will be addressed on a first come first served basis. Mobile homes are ineligible for this program. Recipients are limited to receiving SHIP funds one time only for any strategy.

Applicants must meet income guidelines for the program as set forth by the U.S. Department of Housing and Urban Development's (HUD) median family income adjusted for family size. Guidelines are provided by HUD and distributed annually by the Florida Housing Finance Corporation. Construction in this program must be for pre-approved SHIP first time homebuyers and for homes within their income capabilities. Clients will have a choice of house plans, selection of utilities, flooring and paint within the parameters of income, grant and total costs. Recipients are limited to receiving SHIP funds one time only for any strategy.

g. Developer Selection Criteria, if applicable: Interested builders will undergo an application process prescribed by the County to ensure the following:

a. They have the capacity to complete the project within the specified timeframe

b. Not debarred from participating in any federal or state community development program

c. Contractor must be properly licensed to do business as a contractor within the state of Florida

d. Contractor possesses adequate insurance to participate as a contractor in the SHIP program

e. Contractor has a positive track record in constructing houses in accordance with the SHIP program parameters if previously participated in the program.

h. Additional Information: N/A

Е.		
	Disaster Mitigation	Code 5

a. Summary of the Strategy:

The Disaster Strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

(a) purchase emergency supplies for eligible households to weatherproof damaged homes;

(b) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;

(c) construction of wells or repair of existing wells where public water is not available;

(d) payment of insurance deductibles for rehabilitation of homes covered under homeowners insurance policies;

(e) security deposits, rental assistance for the duration of Florida Office of the Governor Executive Order, for eligible recipients that have been displaced from their homes due to damage from a storm;

(f) other eligible activities as proposed by the County and approved by Florida Housing Finance Corporation,

b. Fiscal Years Covered:

2015/2016, 2016/2017, 2017/2018

c. Income Categories to be served:

Very Low, Low, and Moderate as defined in Section 420.9071(19),(28), Florida Statutes.

d. Maximum award is \$5,000

e. Terms, Recapture and Default.

All SHIP funds provided to eligible households will be in the form of a grant and not subject to recapture.

f. Recipient Selection Criteria:

First qualified, first served basis

g. Sponsor Selection Criteria, if applicable: $\rm N/A$

h. Additional Information:

SHIP funds at all times must be used for eligible applicants and eligible housing.

F.

Demolition/New Construction	Code 4
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a. Summary of the Strategy:

The purpose of this strategy is to assist households whose homes are more than fiftyone percent (51%) structurally unsound as determined by a certified Housing Rehabilitation Inspector or Building Inspector.

b. Fiscal Years Covered:

2015-2016, 2016-2017, 2017-2018

c. Income Categories to be served:

Very-low and low income household

d. Maximum award is noted on the Housing Delivery Goals Charts:

The maximum amount of SHIP funds that may be awarded is \$75,000 per unit; \$10,000 will be used for demolition purposes and \$65,000 for construction of the new unless funds are not needed to demo and therefore it will be applied to the reconstruction.

e. Terms, Recapture and Default.

Include terms of recapture in the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership)

A mortgage will be placed on the property for the subsidy amount. Assistance is in the form of a zero percent (0%) deferred loan, due on sale, transfer, or refinancing of the property. The full amount of the loan will be forgiven if the homeowner continuously occupies the dwelling for twenty (20) years. The obligated amount will be prorate annually reducing the loan amount by five (5%) per year. If the applicant passes, the heir is eligible to assume the mortgage if approved by SHIP Income Guidelines. Only the remaining portion of the obligation must be repaid to the Local Housing Assistance Trust Fund.

f. Recipient Selection Criteria:

The homeowner may not own another home, must claim homestead exemption on the home being occupied and considered for demo/reconstruction. Funds will be available to very-low and low income households and on a first-come, first-qualified basis.

g. Sponsor Selection Criteria, if applicable:

All non-profit sponsors shall be required to contractually commit to and abide by the provisions relating to SHIP in the Florida Statutes, Florida Administrative Code Rule 67-37, and the Local Housing Assistance Plan.

h. Additional Information:

Applicants are limited to one-time assistance under the SHIP program. Since SHIP funds are distributed on a county-by-county basis, Jefferson County SHIP funds shall only be used to provide housing assistance to eligible persons for housing units within Jefferson County. Mobile Homes are eligible for this strategy – for replacement with a site built home only.

III. LHAP INCENTIVE STRATEGIES

- A. Name of the Strategy: Expedited Permitting Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.
- a. Established policy and procedures: Provide Description:

Initiative One: Expediting Permitting Process

Current Policy: The Building Inspector/Planning Director is responsible for all phases of the building process including planning, permitting and code enforcement.

Current Status: The Building and Planning Department has implemented a plan that will allow Ship Clients to receive-a permit within forty-eight hours. With the potential growth of the Jefferson County, the planning department is faced with a massive increase of requests for permits. The Jefferson County agrees to allow this Department to prioritize permitting for affordable housing. Developers and Builders who are in the affordable arena will also be allowed to utilize this process. The septic permits are issued through the Health Department and are more involved, however the department has agreed to devise a plan to expedite permits for very-low, low and moderate income or projects to benefit the very-low, low and moderate income. The department has also agreed to perform home inspections at a reduced rate.

Cost Reduction Anticipated: The expediting of permits will allow clients who are transiting from subsidized housing to Down Payment/Closing Cost Assistance to save months of rent enabling them to invest more funds in becoming self-sufficient. The process also saves the developers' and builders' delays in providing units to potential first time home buyers. The cost reductions associated with this process will vary from client to client and from project to project.

- B. Name of the Strategy: Ongoing Review Process An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.
- a. Established policy and procedures: Provide Description

Incentive Two: Evaluation of Regulations before Adoption

Current Policy: Jefferson County's Planning Department is responsible for reviewing all local policies, ordinances, regulations and plan provisions that increase the cost of housing- prior to their adoption by the planning 'commission or Board of County Commissioners.

Current Status: All proposed changes of local policies, ordinances, regulations and plan revisions affecting affordable housing must be made in writing to the Jefferson County Building Inspector/Planning Department, who then brings it before the Planning Commission before being adopted by the Board of County Commissioners. This includes any request for zoning change to allow affordable housing.

Recommendations: Jefferson County will be implementing a new step in the policy for any regulations which would be changed to promote affordable housing including but not limited to: impact fees, development rights, setback requirements, zero-lot-lines, street requirements and any other regulations that will directly affect affordable housing. After receiving the request in writing the Building Inspector will notify the SHIP office of the proposed changes, The Affordable Housing Committee will then meet within seven days to discuss the proposed changes and make recommendations to the Building Inspector/Planning Director, who will forward the recommendations to the Planning Commission.

Potential Cost Savings: The savings to very-low, low and moderate persons will vary depending on the extent to which the regulation would affect affordable housing.

Implementation Schedule: The implementation of the above steps allowing the Affordable Housing Committee to review any changes that will affect affordable housing is an ongoing process

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan. Exhibit A.

B. Timeline for Encumbrance and Expenditure: *Chapter* 67-37.005(6)(*d*) *and F.A.C.*

A separate timeline for each fiscal year covered in this plan is attached as **Exhibit B.** Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Chapter 67-37.005, F.A.C.

Complete HDGC for each fiscal year is attached as Exhibit C.

D. Certification Page: Chapter 67-37.005(7), F.A.C

Signed Certification is attached as **Exhibit D Adopting Resolution:** *Section 420.9072(2)(b)* Original signed, witnessed or attested adopting resolution is attached as **Exhibits E.**

E. Program Information Sheet:

Completed program information sheet is attached as **Exhibit F.**

F. Ordinance: *Section* 420.9072(3)(*a*), *F.S.*

If changed from the original ordinance, a copy is attached as **Exhibit G**