

Board of County Commissioners

Jefferson County, Florida

Stephen G. Fulford
District 1, Chair

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe, III
District 5

Regular Session Agenda December 16, 2010 at the Courthouse 1 Courthouse Circle, Monticello, FL 32344

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
 - a) **Recognition of JCMHS Football Program**– Commissioner Nelson
3. **Consent Agenda**
 - a) **Approval of Agenda**
 - b) **Minutes of December 2, 2010 Regular Session**
4. **Citizens Request & Input on Non-Agenda Items**
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
 - a) **Legislative Update** – Representative Leonard Bemby
 - b) **Water Permitting Procedures** – David Still w/ SRWMD
 - c) **Approval of Rural Infrastructure Grant Contract w/ Enterprise FL** – Julie Conley
 - d) **Draft Resolution 10-121610-01 – Amending Rules of Procedure for JBOCC**
 - e) **Horse Arena Assessment** – Preble-Rish
 - f) **Board Discussion/Decision regarding moving Regular Sessions to Tuesdays**
 - g) **Board Discussion/Decision regarding travel policies**
6. **County Coordinator's Report**
 - a) **Department Head Reports**
 - b) **Holiday Gift Cards**
 - c) **Radio Purchase Request** – Mark Matthews
7. **Citizen's Forum**
(3 Minute Limit, Discussion Allowed.)
8. **Commissioner Discussion Items**
9. **Adjourn**

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

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

Kirk Reams
Clerk of Courts

Roy M. Schleicher
County Coordinator

Bird & Sparkman, P.A.
County Attorney

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
December 2, 2010

The Board met this date in Regular Session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. John Pat Thomas, with Florida League of Cities, presented an insurance refund to the Board in the amount of \$20,899.
2. Chairman Fulford requested to pull the approval of the agenda from the consent agenda to add a resolution supporting Main Street's pursuit of grant funds for the Old Jail. Commissioner Boyd made a motion, to which Commissioner Monroe seconded, to add this item to general business. Commissioner Barfield expressed concern about not having a chance to review the resolution in advance and stated her concern with voting on an item that was just placed in front of her. Ann Holt, with Main Street, apologized and stated that she could wait until the next meeting. The motions were withdrawn and the item was placed on the agenda for the next meeting.
3. Commissioner Barfield asked that the minutes be pulled due to some minor changes. She also inquired as to whether or not minutes were required by workshops, to which Attorney Bird responded in the affirmative. On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the Board approved the minutes of the November 4th and November 16th regular sessions.
4. Citizen Georgia Ackerman announced that the Tiger Bay Club of Tallahassee would be holding a forum on Tuesday, December 14th at the Leon County Civic Center to discuss the Nestle water issue.
5. Ann Holt, with Main Street, announced the downtown Christmas activities to be held Friday, December 3.
6. Economic Development Director Julie Conley announced that the contract for the Rural Infrastructure Grant was not ready and asked for this item to be placed on the next agenda.
7. Scott Sheffield, with Preble-Rish, announced that the Florida Boating Improvement Program awarded the county \$36,970 for improvements at the head of the Wacissa River.
8. County Coordinator Roy Schleicher presented the bid tabulations for two NRCS projects, Doke Road and Lloyd Subdivision Road. Engineer Alan Wise, with Preble-Rish, informed the Board that in order to get the work completed on time, the Board would need to approve low bidder Dixie Paving for both projects. He also informed the Board that there was \$70,000 left available to the county because of the low bids. He asked the Board for permission to negotiate change orders not to exceed the overall contract budget with low bidder Dixie Paving, because negotiating and bringing back to the Board would cause the project to be overrun. Chairman Fulford commented that the Board's 25% share toward funding was already approved. Commissioner Monroe commented that these projects were a continuation of Federal dollars from prior projects. Commissioner Barfield expressed concern about voting on an issue that she has not had time to review. On motion by Commissioner Monroe, seconded by Commissioner Nelson and carried 4 to 1 (Barfield opposed), the Board approved Dixie Paving as the low bidder for the Lloyd Subdivision Road NRCS project in the amount of \$48,715. On motion by Commissioner Monroe, seconded by Commissioner Boyd and carried 4 to 1 (Barfield opposed), the Board approved Dixie Paving as the low bidder for the Doke Road NRCS project in the amount of \$104,073.

Commissioner Barfield explained that her vote against these projects was solely because these issues were just brought before her. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board authorized the Chairman to sign off on change orders not to exceed the total budget for these projects and to have the Chairman report to the Commission.

9. Chamber President Gordon Dean requested that the Board appoint a non-voting representative for the Chamber's Board of Directors. Commissioner Nelson voiced concern about the criteria for all of the Commission's committees and expressed his desire to see a rotation process for appointments. Attorney Bird recommended setting a standard time to review committees each year. Commissioner Barfield volunteered to be on the Board. On motion by Commissioner Boyd, seconded by Commissioner Nelson and unanimously carried, the Board approved her appointment to the next cycle.
10. Commissioner Boyd began the discussion about draft resolution 10-120210-01, amending the rules of procedure for Board meetings. He explained that items could be added to the agenda only by unanimous consent and only if the issue/item was an emergency. Planning Attorney Scott Shirley brought up that ordinances related to planning issues were brought forward by the Planning Commission. Commissioner Boyd stated he would bring recommended changes before the Board at the next meeting.
11. Commissioner Monroe asked why there was interest in moving the regular sessions from Thursday to Tuesday. Commissioner Barfield stated that most counties meet on Tuesday and that certification programs through FAC met towards the end of the week. She also said that it corrects time lag with the media and would allow notices to run more efficiently. Commissioner Boyd responded that there were many conflicts currently if Commissioners wanted to do things outside of the county. Attorney Bird informed the Board that the City Council meets on Tuesday and the School Board meets on Monday. Chamber President Gordon Dean stated that the Chamber and Southern Music Rising meet on Tuesday as well. Planning Official Bill Tellefsen informed the Board of scheduling issues related to Planning Commission meetings. Citizen C.P. Miller stated he did not agree with the move due to potential effects on the economy through Planning Commission delays. He stated a desire to have both regular sessions as night meetings. Commissioner Boyd stated that Planning Commission could be moved to alleviate any delays. Commissioner Monroe stated a desire to table the issue to the next meeting in order to receive more input. Commissioner Nelson agreed. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board tabled this item to the next meeting.
12. Clerk of Court Kirk Reams introduced the discussion of a travel policy for the Board. Commissioner Monroe stated that previously each Commissioner had \$500 allotted with the Chairman allotted \$1000. Clerk of Court Kirk Reams informed the Board that he had identified two areas from which to transfer budget authority to the Commission's travel line item. On motion by Commissioner Monroe, seconded by Commissioner Nelson and approved 3 to 2 (Boyd, Fulford opposed), the Board decided to set \$1000 for the Chairman and \$750 for each Commissioner, with a transfer of \$2000 from fees for consultants and \$2000 from equipment to the line item travel.
13. Attorney Bird stated that the state had a per diem policy. County Coordinator Roy Schleicher stated that the state's per diem policy could be added to the county purchasing policy. Clerk of Court Kirk Reams stated he would research the state's policy and report at a future meeting.
14. County Coordinator Roy Schleicher presented the potential new schedules for meeting and agenda deadlines that he had distributed to the Department Heads. He asked the Board to consider a workshop to hear from the other departments that were unable to appear at the last workshop as well as representatives from

Preble-Rish and Meridian Community Services. He also requested that Frank Darabi and Gordon Dean be present to address any landfill issues. The workshop was scheduled for January 3 at 8:00 at the Courthouse Annex. Mr. Schleicher asked the two new commissioners to be present before the code enforcement workshop on the 16th for Commissioner photos. Mr. Schleicher also presented the legislative booklet prepared by Extension Director John Lilly and Property Appraiser Angela Gray.

15. Citizen Phil Calandra asked the Board if there could be more solutions than just closing landfill sites and restricting hours of operation. He asked the Board if it could have Preble-Rish representatives evaluate the situation. County Coordinator Roy Schleicher asked if Gordon Dean and Phil Calandra would volunteer for a committee, to which each responded in the affirmative. Chairman Fulford also volunteered to be on the committee. Commissioner Boyd stated that an interim solution could be posting schedules of sites and hours of operation at the sites as well as on the county website.
16. Clerk of Court Kirk Reams informed the Board that citizen Traci Wood had asked when the private road maintenance program would be back on the agenda. County Coordinator Roy Schleicher stated he would send the draft program to all of the Commissioners. Commissioner Barfield said she would like to see it discussed at a workshop before taking a vote, to which Commissioner Nelson agreed. It was the consensus of the Board to hold a future workshop in January on the issue.
17. Commissioner Monroe inquired as to the dress code for workshops, to which Commissioner Boyd stated that business casual was acceptable at workshops but business professional should be worn at meetings.
18. Commissioner Boyd stated his desire to have an agenda and reporting workshop before the first meeting of every month in order to discuss potential items for the next month's meetings. He stated that he felt it would give Department Heads and the Board a better look at budget and other staff reports and help the meetings run more smoothly. Commissioner Nelson stated a concern with public participation. Chairman Fulford stated a concern about redundancy. He further stated his belief that the problems mentioned by Commissioner Boyd would be alleviated with the new revisions/timeline for agendas and information. Commissioner Monroe said that extra meetings could be scheduled as needed and that it was unnecessary to have an extra, regularly scheduled meeting each month. Chairman Fulford voiced concern that there could possibly be more discussion at the workshops than at the meetings where the items were actually voted upon.
19. Commissioner Nelson voiced concern about addressing the Chair before speaking.
20. Commissioner Barfield applauded the Dills Road project.
21. The warrant register was reviewed and bills ordered paid.
22. On motion by Commissioner Monroe, seconded by Commissioner Nelson, and unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

INFRASTRUCTURE GRANT AGREEMENT

THIS RURAL INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this _____ day of _____, 20__ by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and Jefferson County (the "Grantee").

WHEREAS, the Legislature of the State of Florida has made a provision for such grants in Section 288.0655(2)(b), Florida Statutes to be used to help rural communities facilitate plans, preparation and financing of infrastructure improvements needed to create jobs, increase capital investment and strengthen and diversify rural economies (the "Grant Program"), and

WHEREAS, the Governor's Office of Tourism, Trade, and Economic Development of the State of Florida ("OTTED"), has approved the recommendation of the Rural Infrastructure Committee and EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI and was approved by the Rural Infrastructure Committee for this purpose, the signature page of which is attached hereto as Exhibit A (the "Grant Request Authority");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Audit Report pursuant to Paragraph 9 is accepted by EFI.

2. **Grant Funds.** Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of **Two hundred seventy-five Thousand dollars (\$275,000)** or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Scope of Work for the Project, the Grantee shall not use the Funds for any of the following expenses:

- (1) salaries of Grantee's employees;
- (2) travel or incidental costs;
- (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
- (4) administration of the Project; or,
- (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any Funds not expended on the Project will be forfeited to the State of Florida.

c. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** The Scope of Work approved in the grant application describes each activity to be done by the Grantee under this Agreement. The approved project activities (known here as "Activity" and collectively as "Activities") are attached here as Exhibit B "Scope of Work for the Project". **The purpose of this grant is to conduct a feasibility of the infrastructure necessary to complete the Jefferson County Industrial Park.**

Changes to the Project Activities may be approved by the Contract Manager as noted in Section 30 if they are in-line with the original purpose of the grant any other changes must be approved by both OTTED and EFI as noted in Section 33. The state expects no more that a three year execution term; grantees will have three years from the date of the contract execution to complete their project. Contract term extensions will be evaluated on a case by case basis.

4. **Status Report.** The Grantee shall deliver to EFI quarterly project status reports (each, a "Status Report") using Exhibit C "Project Activities and Deliverables" for the report format as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "Reporting Quarter" shall mean a quarter of the Fiscal Year that begins on June 1 with the first quarter ending on August 31. Report schedule is:

For activity in months of:	Status Report due by :
Dec, Jan, Feb	March 10
Mar, Apr, May	June 10
Jun, Jul, Aug	September 10
Sept, Oct, Nov	December 10

If the 10th is not a business day, the report is due the next business day.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered. Report information will be in the format provided by EFI, Exhibit C "Project Activities and Deliverables". It shall specifically include the following information. Each Activity will be on a separate row of the report:

(1) A list of the Activities indicated in the Scope of Work to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("Completed Scheduled Activities"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Scope of Work to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("Partially Completed Scheduled Activities"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(3) A list of Activities indicated in the Scope of Work to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter;

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Scope of Work to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in Scope of Work.

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Scope of Work

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project; and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

(9) A report on the use of Women and Minority Vendors as described in Section 24.

5. **Invoice.** With each Quarterly Status Report, the Grantee shall deliver to EFI an invoice and grant expenditures report that includes the following information (each, an "Invoice"):

- a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested;
- b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested;
- c. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and
- d. detailed receipts or documentation for all expenditures.

6. **Disbursement of Funds.** Funds may be invoiced monthly for reimbursement with paid invoices attached. Funds will only be disbursed for Scheduled Activities on a monthly basis. All invoices for payment must be accompanied by the Compliance Certification form provided by EFI. After receiving the Quarterly Status Report and Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

- a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;
- b. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities
- c. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (c) above.

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, and any other Activities and purposes.

7. Final Disbursement

Notwithstanding anything herein to the contrary, EFI shall release final Grant Funds of Two Thousand dollars (\$2,000) or Ten percent (10%) whichever is less upon EFI's receipt and acceptance of the Final Report required by Paragraph 8. The acceptance of final payment, and delivery of the Final Audit Report required in Paragraph 9, under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by the Grantee from any and all claims, demands, and courses of action whatsoever.

8. Final Project Report

Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities or termination of the grant agreement. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;
- e. the total amount of Project expenditures paid or reimbursed from the Funds; and
- f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

9. Final Audit Report. Within forty-five (45) days following the completion of all of the Activities or termination of the grant agreement, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "Final Audit Report"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, Florida Statutes 2010(the "Single Audit Act"), prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

10. Accounting Records. The Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Records shall include independent auditor working papers, books, documents, and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of Tourism, Trade and Economic Development, Office of the Auditor General, Chief Financial Officer, Office of the Chief Inspector General, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request..

a. Contractor agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Exhibit E.

b. Expenditures of State funds in accordance with this agreement shall be in compliance with laws rules, regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures found at http://www.fdfs.com/aadir/reference_guide/reference_guide.htm.

c. This agreement may be charged only with allowable costs resulting from obligations incurred during the term of the agreement. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the EFI.

11. Florida Single Audit Act. The Grantee acknowledges that, by entering this Agreement, it is a "subrecipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. For that reason:

a. the Grantee shall allow EFI, OTTED, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act;

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this Agreement.

d. Grantee is subject to the requirements under Catalog of State Financial Assistance (CFSA) number 31.030. For information regarding the Florida Single Audit Act, including the CSFA, Grantee should access <https://apps.fdfs.com/fsaa> .

12. Public Access to Records. The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes

13. Records Retention. The Grantee shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion

of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.

14. **Grant Application.** The Grantee represents and warrants that the information set forth in the Grant Application, approved by OTTED and on file at EFI is true, correct, and complete in all material aspects.

15. **Future Maintenance.** Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

16. **Coordination.** When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

17. **Insurance.** Grantee represents they have and will maintain during the term of this contract all insurance required by state, local and federal agencies.

18. **Security Interest.** To the extent required by Section 287.05805, Florida Statutes, if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

19. **Promotional Materials.** Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and OTTED as approved by EFI.

20. **Independent Contractor.** The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

21. **Indemnification.** The Grantee shall indemnify, defend, and hold EFI, OTTED, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the Activities and its other obligations under this Agreement.

22. **No Pledge of Credit.** The Grantee has no authority to, and shall not, pledge the credit of EFI, OTTED, or the State of Florida, or purport to make EFI, OTTED, or the State of Florida a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness.

23. **Compliance with Law.** The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

24. **Women and Minority Vendors.**

The Grantee is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Grantee shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Grantee shall submit a statement to this effect.

25. Non-Discrimination: Anti-Harassment. The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

26. Public Entity Crime List; Discriminatory Vendor List. To the extent required by the Florida Statutes 287.134(3)(a) and section 30 of EFI's Agreement with OTTED, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 33 of EFI's Agreement with OTTED, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.

27. Failure of Satisfactory Performance. EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

28. Availability of Funds. EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

29. Agreement Manager. EFI's Vice President, Targeted Opportunities, or her successor, shall act as the Agreement Manager to ensure compliance with all of the terms and provisions of this Agreement.

30. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed electronic mail, business mail service, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Bridget Merrill
 Vice President, Targeted Opportunities
 Enterprise Florida, Inc.
 325 John Knox Road, 201 Atrium Bldg.
 Tallahassee, Florida 328312
 (850) 298-6626
 bmerrill@eflorida.com

Grantee: Roy Schleicher
 County Coordinator
 450 West Walnut Street
 Monticello, Florida 32344
 850.997.2175-Telephone
 850.997.2175 Fax
 Rschleicher1@aol.com

The address of either party provided in this Paragraph 30 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

31. **Waiver.** No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

32. **Jurisdiction.** With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

33. **Modification.** This Agreement may not be altered, modified, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the parties. Modification of the grant purpose or goals must be approved by OTTED and EFI. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the parties may agree therein.

34. **Complete Agreement.** This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

35. **Counterparts.** This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

"EFI"

"GRANTEE"

ENTERPRISE FLORIDA, INC.

JEFFERSON COUNTY, FLORIDA

John A. Adams, Jr.

Printed: _____

President and CEO

Title: _____

Date _____

Date _____

EXHIBIT LIST
FOR
RURAL INFRASTRUCTURE GRANT AGREEMENT

Exhibit A	Signature Page from Grant Application for the Project
Exhibit B	Scope of Work for the Project
Exhibit C	Project Activities: Deliverables and Deadlines
Exhibit D	Confirmation of award from OTTED
Exhibit E	Special audit requirements

EXHIBIT A

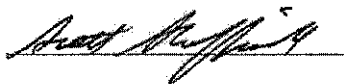
Signature page from the Grant application

indicating that the fiscally responsible agent accepts responsibility for the proposal. (

THE RURAL INFRASTRUCTURE FUND RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

To the best of my knowledge, the information included in this application is accurate.



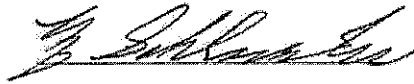
(Signature)

Scott Sheffield, P.E., Sr. Project Manager
(Name/Title)

Preble Rish, Inc.
(Organization)

(850) 997.2175
(Phone Number)

(Date)



(Signature)

Roy Schleichner, County Coordinator
(Name/Title)

Jefferson County
(Organization)

(850) 342.0287
(Phone Number)

(Date)

EXHIBIT B Scope of Work for the Project**EXHIBIT "A"**

JEFFERSON COUNTY INDUSTRIAL PARK
 TASK ORDER NO. 012-2010
 PREBLE RISH, INC. PROJECT NO. 751.012

This task order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the Jefferson County Industrial Park.

DESCRIPTION OF ENGINEER'S SERVICES**SCOPE OF SERVICES****A. Water System Master Plan****1. Data Collection**

- 1.1 Collect all FDEP pumping reports for past 24 months.
- 1.2 Fully develop the City of Monticello's existing Water System Base Map & verify its accuracy.
- 1.3 Collect meter data from the City.
- 1.4 Obtain NWFWM permit and data for the City of Monticello.
- 1.5 Obtain Construction drawings for Industrial Park's water system.
- 1.6 Compile future land use maps and zoning maps for the Industrial Park and its surroundings including an analysis of surrounding Hodge, Day and Pauwels parcels with regard to future infrastructure needs.

2. Water Modeling

- 2.1 Develop a Hydraulic Water Model of the existing Industrial Park water system by utilizing *Water Cad* by *Haestad Methods* modeling software of the City of Monticello's Water System.
- 2.2 Model the interconnection of the Industrial Park water system and City of Monticello's water system.

3. Water System Master Plan

- 3.1 Verify the size of all water distribution mains that are within the Jefferson County Industrial Park and make recommendations on any necessary improvements.
- 3.2 Verify the well and storage capacity of the City of Monticello's water system, (concurrency analysis).
- 3.3 Provide recommendations for improvements required for the Jefferson County Industrial Park and associated cost opinions.

B. Sewer System Master Plan**1. Data Collection**

- 1.1 Collect all FDEP monthly operating reports for past 24 months.
- 1.2 Review the City of Monticello's existing Sewer System base map.
- 1.3 Conduct draw down tests at all lift stations within the City of Monticello's sewer system.
- 1.4 Collect City of Monticello's wastewater system flow data.
- 1.5 Obtain Construction drawings for City of Monticello's sewer system.
- 1.6 Obtain all manhole data within the City of Monticello's sewer system.

2. Sewer Modeling

- 2.1 Develop a hydraulic Sewer System Model utilizing *Sewer Cad* by *Haestad Methods* modeling software of the City of Monticello's Sewer System.
- 2.2 Model the interconnection(s) of the Industrial Park sewer system and City of Monticello's sewer system.

3. Sewer System Master Plan

- 3.1 Verify the size of all sewer mains that are within the City of Monticello's system and make recommendations on any necessary improvements.

- 3.2 Verify the City of Monticello's wastewater treatment facility capacity and any necessary improvements.
- 3.3 Report on the City's sewer system, and the impacts of the Industrial Park on the City's system.
- 3.4 Create accurate Sewer System base map.
- 3.5 Provide recommendations for improvements and associated cost options.

C. Transportation Master Plan

1. Data Collection

- 1.1 Obtain traffic data from FDOT on Hwy 19.
- 1.2 Calculate the trip generation for the Industrial Park.
- 1.3 Obtain traffic counts from the Industrial Park entrance road.
- 1.4 Gather information on adjoining parcels to the Industrial Park for possible future expansion.

2. Analysis

- 2.1 Perform Traffic Impact Analysis.
- 2.2 Perform a Turn Lane Analysis on Hwy 19.
- 2.3 Perform a Turn Lane Analysis on Industrial Park Road.
- 2.4 Verify the existing road geometry is appropriate for the use.
- 2.5 Obtain existing roadway core samples.
- 2.6 Provide flexible pavement design.
- 2.7 Report findings, provide recommendations for improvements and associated cost options.

D. Stormwater Master Plan

1. Data Collection

- 1.1 Obtain existing permits and data from FDEP.
- 1.2 Survey existing facilities and conveyances.
- 1.3 Obtain necessary geotechnical data.

2. Analysis

- 2.1 Outline Drainage Basins within the Industrial Park Master Plan.
- 2.2 Calculate Basin Characteristics.
- 2.3 Analyze / model Stormwater Conveyances within the Industrial Park.
- 2.4 Design/model Stormwater Management Facility Improvements for the Industrial Park.
- 2.5 Provide recommendations for improvements and associated cost options.

E. Wetlands Delineation

- 1.0 Delineate and flag wetlands on the Northern side of the Industrial Park.
- 2.0 Meet with NFWMD staff on-site to verify wetlands boundary.
- 3.0 Survey Wetlands Location Line.

F. Surveying Services

- 1.0 Provide Industrial Park boundary and topographical survey.
- 2.0 Provide route survey for utility connection to City of Monticello, North to the Waste Water Treatment Facility or alternate route as determined by the City and the Engineer.
- 3.0 Provide commercial subdivision plat of Industrial Park.

G. Industrial Park Design and Construction Documents

- 1.0 Prepare 24" x 36" Construction drawings for Industrial Park improvements.
- 2.0 Obtain FDOT Utility Permit.
- 3.0 Obtain FDOT Driveway Permit.
- 4.0 Obtain FDOT Drainage Connection Permit (if necessary).
- 5.0 Obtain NFWMD Stormwater Permit.
- 6.0 Obtain FDEP Water Permit, (if required)
- 7.0 Obtain FDEP Wastewater Permit, (if required)
- 8.0 Design Sanitary Sewer Lift Station(s), (if required)

Jefferson County Industrial Park
Exhibit "A"

Page 3 of 3

- 9.0 Develop Contract Documents and Specifications for bidding purposes.
- 10.0 Develop plan for Industrial Park Drive Improvements.
- 11.0 Meet with NFWFMD for a pre-application meeting.

H. Permit Fees

PRI will responsible for all permit fees.

I. Deliverables

- A. Two copies of the Water System Master Plan (including electronic, pdf files).
- B. Two copies of the Sewer System Master Plan (including electronic, pdf files).
- C. One set of 80% and 100% review documents (plans, specifications, contract documents).
- D. Attend meetings with County staff discuss 60% and 100% comments.
- E. Two copies of 100% plans, specifications, and contract documents.

J. Professional Services Fees

A. Water System Master Plan	\$25,600
B. Sewer System Master Plan	\$58,950
C. Transportation Master Plan	\$43,525
D. Stormwater Master Plan	\$37,650
E. Wetlands Delineation	\$5,000
F. Surveying Services	\$13,650
G. Industrial Park Design and Construction Documents	\$90,625

TOTAL \$276,000

K. Exclusions

The following items are enclosed from this scope of services.

- A. Dredge and Fill Permitting other than Utility Crossings.
- B. Surveying other than that identified in this scope.
- C. Offsite drainage studies.
- D. Engineering and Design of improvements outside this scope of services.
- E. Water Booster Plant designs and permitting.
- F. Waste Water Treatment Facility design and permitting.
- G. Title searches.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

Address for Correspondence:

187 East Walnut Street
Monticello, Florida 32344

By: 

Name and Title: Travis Justice, P.E., Associate

Witnessed: 

Date: 12/6/10

JEFFERSON COUNTY

Address for Correspondence:

450 West Walnut Street
Monticello, FL 32344

By: 

Name and Title: Roy Schieicher, County Coordinator

Witnessed: 

Date: 12/6/10

© 1991 BLS-JCR/Facility Administration/01/01/10 Task Order (revised) 12-01-10.doc

Exhibit C Project Activities: Deliverables and Deadlines
To be completed by grantee and submitted with each invoice and/or report

Rural Infrastructure Grant Project Activities Tracking Sheet									
Contract #									
Date of Activity	Contractor – Source of Invoice	Docu- ment attached	Completed Scheduled Activities	Partially Completed Scheduled Activities	Incomplete Scheduled Activities	Amendments/ Change Orders	Amount Paid Out by Grantee	Match for preclearance review grants	Grant Amount Requested/ Received

Exhibit D Confirmation of award from OTTED



CHARLIE CRIST
GOVERNOR

STATE OF FLORIDA
Office of the Governor

THE CAPITOL
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com
850-488-7146
850-487-0801 fax

October 18, 2010

Jefferson County Board of County Commissioners
Roy Schleicher, County Coordinator
450 West Walnut Street
Monticello, Florida 32344

Dear Mr. Schleicher:

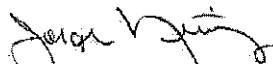
It is my pleasure to inform you that the Jefferson County Board of County Commission's application for a Rural Infrastructure Fund grant in the amount of \$275,000 has been approved. Enterprise Florida Inc. (EFI) administers the Rural Infrastructure Fund and funding agreements on behalf of the Office of Tourism, Trade and Economic Development therefore I have asked EFI's Vice President of Targeted Opportunities, Bridget Merrill to prepare a contract to implement this award.

This approval is based on a thorough review of the application and recommendation of the Infrastructure Fund Review committee established pursuant to Section 288.0655(3), F.S. The \$275,000 in proceeds from this grant will be used to identify, design and engineer the necessary improvements required to advance the Jefferson County Industrial Park to a shovel-ready stage. The components to be addressed include a detailed site plan, plans for all proposed utilities (water, sewer, electricity, gas, telecommunications, and broadband); assessment of the impacts of the proposed changes on the existing utilities; and miscellaneous surveying.

Please be advised that funds for this award may not be disbursed prior to the complete execution of the agreement; any expenditure made prior to the final contract execution cannot be reimbursed.

You and all those within the two regions who have worked hard on this project are to be commended for the effort expended and I extend my personal congratulations. If you have any questions about this award or the agreement, please feel free to contact Sherri Martin at (850) 488-3280 or sherri.martin@eog.myflorida.com.

Sincerely,


Jorge Nunez, Chief Administrative Officer
Office of Tourism, Trade and Economic Development

cc: Bridget Merrill, Enterprise Florida, Inc.

EXHIBIT E**SPECIAL AUDIT REQUIREMENTS**

The administration of funds awarded by the Enterprise Florida (EFI) to Grantee (known here as "Contractor") may be subject to audits and/or monitoring by EFI or by the Office of Tourism Trade and Economic Development (OTTED), as described in this section.

MONITORING

By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by EFI. In the event EFI determines that a limited scope audit of the recipient is appropriate, Contractor agrees to comply with any additional instructions provided by EFI to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by OTTED, the Chief Financial Officer, Auditor General, or Chief Inspector General. Contractor shall permit access to the Contractor's records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

AUDITS

1. In the event that Contractor expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Contractor, Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Office of the Governor and the Chief Financial Officer, and Chapter 10.650, Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, Contractor shall consider all sources of State awards, including State funds received from EFI, except that State financial assistance received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The CSFA number for Contractor is 31.030.
2. In connection with the audit requirements, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2) Florida Statutes, and Chapter 10.650, Rules of the Auditor General.
3. If Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Contractor funds obtained from other than State entities).
4. Contractor must include the record keeping requirements found herein in subrecipient contracts and subcontracts entered into by Contractor for work required under terms of this Agreement. In the executed subcontract, Contractor shall provide each subrecipient of state financial assistance the information needed by the subrecipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Contractor shall review and monitor subrecipient audit reports and perform other procedures as specified in the agreement with the subrecipient, which may include onsite visits. Contractor shall require subrecipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General,

and the Auditor General access to the subrecipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CFSA), the recipient should access the website for the Governor's Office located at <https://apps.fidfs.com/fsaa/catalog.aspx> for assistance.

REPORT SUBMISSION

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Contractor's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

The complete financial audit report, including all items specified above, shall be sent directly to:

Pamela Murphy
Enterprise Florida, Inc.
800 No. Magnolia Ave., Suite 1100
Orlando, Florida 33756
and
Elizabeth Walker
Office of Tourism, Trade, and Economic Development
The Capitol, Suite 1902
Tallahassee, Florida 32399 -0001

RIFmm101906

Contractor
[Street Address]
[City, ST ZIP Code]
Phone [(509) 555-0190] Fax [(509) 555-0191]

COMPLIANCE CERTIFICATION FORM

DATE

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
Contractor Invoice # (attached)	
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed:

Title:

Contractor Signature:

Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed:

Title:

EFI Contract Manager Signature:

Date:

Quarterly Reporting requirement

Date _____

As a part of your contract with Enterprise Florida, you must report on a quarterly basis any minority vendors you use in the completion of this contract.

Were any minority vendors used this quarter? NO YES. If yes, complete the rest of this form

Vendor Name	Code*	Vendor Address	Certificate**	Amount Paid	Goods/Services

*** Minority Codes to use:**

- MIN-HIS : Minority – Hispanic owned
- MIN-WO: Minority Woman owned
- MIN-AAO: Minority African American owned
- Minority – if no other class is stated

****Certificate:**

The state and some counties certify minority ownership of businesses. Have you obtained a copy of this certificate? If the vendor or sub-contractor does not have a certificate then they are not qualified to be reported as a minority vendor.

I certify that this part of my quarterly report to Enterprise Florida Inc. is correct.

Name

Company

Contract number

RESOLUTION NO. 10-121610-01

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS AMENDING THE RULES OF
PROCEDURE FOR MEETINGS OF THE JEFFERSON
COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS the Board of County Commissioners wishes to amend its Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners as adopted in Resolution No. 09-061809-01,

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA:

Item V, Subsections B, C, J, L, and O of said Rules of Procedure be amended as follows, deleting the ~~strikeout~~ language and adding the underlined language:

- B. *Agenda Form; Availability; Support Information.* The agenda shall be prepared by the County Coordinator and forwarded to the Clerk who shall place it in appropriate form approved by the Commission. The Clerk shall make available to the Board members a copy of the agenda ~~before the meeting, along with support information, no later than 4:00PM~~ four business days before the meeting. Any support information for agenda items requiring a disposition vote shall be available to the County Coordinator or Clerk no later than 4:00 PM on the ~~3rd~~ 5th business day before the meeting. If support information is required but not available, the agenda item shall be downgraded to a discussion topic for further action or removed from the agenda and considered at a later meeting.
- C. *Agenda Format.* The agenda format for a regularly scheduled official meeting of the Commission shall be in substantially the form as set forth below:
1. Call to Order, Invocation and Pledge of Allegiance
 2. Awards and Presentations
 3. Approval of Agenda and Minutes of Prior Meeting(s)
 4. Consent
 5. Citizens Requests and Input on Non-Agenda Items (3-minute limit; no discussion by Commission)
 6. General Business
 7. Scheduled Public Hearings (at or soon after announced time)
 8. County Attorney
 9. County Coordinator
 10. Pending Business (*added item; subsequent items renumbered*)
 11. Citizens Forum (3 minute limit, discussion allowed)
 12. Discussion Items Raised by Board Members
 13. Adjourn
- J. *Discussion Items by Board Members.* On the portion of the agenda designated as "Discussion Items by Board Members," no assignments shall be given to the County Coordinator or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is ~~accomplished through a unanimous~~ added and passed by a unanimous vote of the Board, and then only if such item is deemed an emergency and is added to the agenda as provided in Item 5, Subsection C3. The remarks of each Board member during his or her "discussions items" time shall be limited to no more than three (3) minutes, unless the Chairman extends the time.

L. *Placing Items on Agenda.* With the consent of the Commission ~~as a whole~~, matters may be placed on the agenda by any member of the Commission, the Coordinator, or the County Attorney, the Clerk, or by public request. When a Board member wishes to place a matter on the agenda, the member should raise the matter at a regular Commission meeting and seek the Commission's consent for inclusion of the matter on the next available regular agenda. A Board member may not unilaterally add a matter to an agenda without the Commission's prior approval either at a prior meeting or at the beginning of the meeting in which the item is to be included, and then only if the item has been properly noticed as provided in Item V. Subsections A or O of these rules.

O. "Add On" agenda items (items that missed the deadline for agenda preparation for the meeting) should be considered by the Commission only in exigent circumstances for issues that are time critical or cost sensitive to the County. For such matters, the Chairman, County Coordinator and County Attorney should be consulted in advance of the meeting to approve of the "Add On" agenda item. If the "Add On" agenda is approved, the ~~Agenda Coordinator~~ Clerk should modify and reprint the agenda table of contents for redistribution to all persons who received the initial agendas, such distribution to occur no less than 24 hours prior to the meeting. Furthermore, at the time of distribution, the County's web site should be updated to reflect the new agenda. For matters of extreme emergency, a special meeting of the Commission may be called by the Chairman upon adequate notice being provided under Section 286.011, Florida Statutes.

RESOLVED this 16TH day of December 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

BY: _____
Kirk Reams, Clerk

BY: _____
Stephen Fulford, Chairman
(As approved by the Board on December 16, 2010)

RESOLUTION NO. 10-121610-01

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AMENDING THE RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS the Board of County Commissioners wishes to amend its Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners as adopted in Resolution No. 09-061809-01,

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 12. Discussion Items Raised by Board Members
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RESOLVED this 16TH day of December 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

BY: _____
Kirk Reams, Clerk

BY: _____
Stephen Fulford, Chairman
(As approved by the Board on December 16, 2010)



PREBLE-RISH INC

CONSULTING ENGINEERS & SURVEYORS

December 1, 2010

Via email @ rschliecher@jeffersoncountyfl.gov

Mr. Roy Schleicher
County Coordinator
Jefferson County
450 West Walnut Street
Monticello, FL 32344

RE: Jefferson County Horse Arena Assessment
Preble-Rish, Inc. Project No. 751.006

Dear Mr. Schleicher:

At the County's request, we have reviewed the Horse Arena property and permitted plans to determine the improvements that are necessary to close out the NFWFMD Environmental Resource Permit. This permit (ERP #423) was issued on 12/30/08 and expires 12/30/13. We understand that this is a time sensitive situation and we are working towards a solution that is as timely as possible.

In an effort to get the necessary improvements completed as quickly as possible, we have contacted CW Roberts Contracting, Inc. (CWR) and requested a proposal. Their proposal is attached and labeled as "Exhibit A."

The following is a summary of the previous and future events:

- CWR has provided a proposal for a Change Order to their CR 149A Contract ("Exhibit A").
- If the County desires to obtain other prices, please note that this can only legally be solicited through public Bid.
- In order to prepare technical specifications, bid documents, and contract documents which would be required to publicly bid this work, a substantial amount of Engineering work will be necessary (approximately \$8,000-\$10,000).
- If the County were to bid this work and not accept the proposed Change Order, there is a possibility that the Bids will be substantially higher than the proposed Change Order. At that time, the County cannot elect to revert back to this Change Order and the County will have to use the lowest responsive bidder.
- CWR can begin construction within two (2) weeks of approval by the County and expects to be completed two (2) weeks thereafter.

After thorough review of the proposal and the current situation with County staff, we believe that it is in the County's best interest to Change Order this work into the contract that the County already has with CW Roberts Contracting.

We are happy to proceed in any manner that the County desires, and would be happy to discuss this situation with the Board if there are any questions.

Port St. Joe

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

Panama City

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

Santa Rosa Beach

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

Bristol

10490 NW Main Street
Bristol, FL 32321

P 850.643.2771

F 850.643.2910

Quincy

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Blountstown

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300

F 850.674.3330

Crawfordville

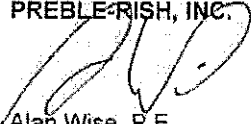
36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.274.9866

If you have any questions, please give me a call at 850.528.0300 or e-mail me at wisea@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.



Alan Wise, P.E.
Project Manager

ADW

Attachments

cc: Mr. Chris Forehand, P.E., Vice-President, C.O.O., PRI (via forehandc@preble-rish.com w/ attachments)
Mr. Travis Justice, P.E., Associate, PRI (via justicet@preble-rish.com w/ attachments)
Mr. Scott Sheffield, P.E., PRI (via sheffields@preble-rish.com w/ attachments)
Mr. Donald Stanley, E.I., PRI (via stanleyd@preble-rish.com w/ attachments)

EXHIBIT "A"

C. W. ROBERTS CONTRACTING, INC.
Heavy Construction

Hosford/Tallahassee Division
3372 Capital Circle NE
Tallahassee, FL 32308
Phone: 850-385-5060
Fax: 850-385-5605

PROPOSAL

November 12, 2010

Proposal No.: 921

To: Travis Justice
Preble-Rish, Inc.

Phone _____
Fax _____

C.W. Roberts Contracting, Inc., Tallahassee Division, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements of Jefferson County Livestock & Horse Arena:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<i>Regrading of site, pond, drainage as specified per Alan Wise with Preble-Rish</i>					
1	Mobilization	1.00	LS	\$ 2,500.00	\$ 2,500.00
2	Layout	1.00	LS	\$ 2,500.00	\$ 2,500.00
3	Erosion Control	1.00	LS	\$ 1,500.00	\$ 1,500.00
4	Grading	1.00	LS	\$ 25,000.00	\$ 25,000.00
5	Dewater Pond	1.00	LS	\$ 2,500.00	\$ 2,500.00
6	Outfall Structure (F&I)	1.00	EA	\$ 3,500.00	\$ 3,500.00
7	Manhole (F&I)	1.00	EA	\$ 2,500.00	\$ 2,500.00
8	12" HDPE	240.00	LF	\$ 25.00	\$ 6,000.00
9	18" HDPE	70.00	LF	\$ 30.00	\$ 2,100.00
10	18" Headwall	1.00	EA	\$ 2,500.00	\$ 2,500.00
11	12" Mitered End Section	1.00	EA	\$ 600.00	\$ 600.00
12	18" Mitered End Section	3.00	EA	\$ 800.00	\$ 2,400.00
13	Riprap Apron	3.00	EA	\$ 1,000.00	\$ 3,000.00
14	Sodding	5,500.00	SY	\$ 2.25	\$ 12,375.00
15	Seed & Mulch	11,000.00	SY	\$ 0.35	\$ 3,850.00
Total					\$ 72,825.00

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

ACCEPTED:

Respectfully Submitted,

(Firm Name)

Jonathan Parramore

(Signature)


Jonathan Parramore
C.W. Roberts Contracting, Inc.
Hosford/Tallahassee Division

(Printed Name and Title)

(Date)

November 12, 2010

(Date)

Select Year: 2010 

The 2010 Florida Statutes

Title X
PUBLIC OFFICERS, EMPLOYEES,
AND RECORDS

Chapter 112
PUBLIC OFFICERS AND EMPLOYEES:
GENERAL PROVISIONS

View Entire
Chapter

112.061 Per diem and travel expenses of public officers, employees, and authorized persons.—

(1) **LEGISLATIVE INTENT.**—To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) **DEFINITIONS.**—For the purposes of this section, the following words shall have the meanings indicated:

(a) **Agency or public agency**—Any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) **Agency head or head of the agency**—The highest policymaking authority of a public agency, as herein defined.

(c) **Officer or public officer**—An individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(d) **Employee or public employee**—An individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(e) **Authorized person**—

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.

(f) Traveler—A public officer, public employee, or authorized person, when performing authorized travel.

(g) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature—The usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) Common carrier—Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) Travel day—A period of 24 hours consisting of four quarters of 6 hours each.

(j) Travel period—A period of time between the time of departure and time of return.

(k) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(l) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

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

(n) Foreign travel—Travel outside the United States.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES.—

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.

(f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as

specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.

(h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may establish rates lower than the rate provided in this section for these travel expenses.

(4) OFFICIAL HEADQUARTERS.—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:

(a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.

(b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.

(c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

(5) COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.
3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs

during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.—For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

1. Eighty dollars per diem; or
2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

1. Breakfast. \$6
2. Lunch. \$11
3. Dinner. \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.—

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

1. The nature of the business.
2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.
3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.

(c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In

the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

(d)1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:

- a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or
- b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.

2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.

(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

(8) OTHER EXPENSES.—

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.

2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.
5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.—

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(10) FRAUDULENT CLAIMS.—Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) TRAVEL AUTHORIZATION AND VOUCHER FORMS.—

(a) *Authorization forms.*—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons

when requesting approval for the performance of travel to a convention or conference. The form shall include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) *Voucher forms.*—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) **ADVANCEMENTS.**—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) **DIRECT PAYMENT OF EXPENSES BY AGENCY.**—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) **APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS,**

AND METROPOLITAN PLANNING ORGANIZATIONS.—

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;
2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;
3. The governing body of a district school board by the adoption of rules;
4. The governing body of a special district, as defined in s. 189.403(1), except those special districts that are subject to s. 166.021(10), by the enactment of a resolution; or
5. Any metropolitan planning organization created pursuant to s. 339.175 or any other separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. 166.021(10), remain subject to the requirements of this section.

(15) CLASS C TRAVEL.—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.

History.—ss. 1, 3, ch. 22830, 1945; ss. 1, 2, 3, ch. 23892, 1947; ss. 1, 3, ch. 25040, 1949; ss. 1, 3, ch. 26910, 1951; s. 1, ch. 28303, 1953; s. 1, ch. 29628, 1955; s. 1, ch. 57-230; s. 1, ch. 61-183; s. 1, ch. 61-43; s. 1, ch. 63-5; s. 1, ch. 63-192; s. 1, ch. 63-122; s. 1, ch. 63-400; ss. 2, 3, ch. 67-371; ss. 1, 2, ch. 67-2206; s. 1, ch. 69-193; s. 1, ch. 69-381; ss. 12, 23, 31, 35, ch. 69-106; s. 65, ch. 71-136; s. 1, ch. 72-213; s. 1, ch. 72-217; s. 1, ch. 72-324; s. 26, ch. 72-404; s. 1, ch. 73-169; s. 1, ch. 74-15; s. 1, ch. 74-246; s. 1, ch. 74-365; ss. 1, 2, ch. 75-33; s. 1, ch. 76-166; s. 2, ch. 76-208; ss. 1, 2, ch. 76-250; s. 1, ch. 77-174; s. 1, ch. 77-231; ss. 1, 2, ch. 77-437; s. 2, ch. 78-95; s. 51, ch. 79-190; s. 1, ch. 79-205; s. 1, ch. 79-303; s. 1, ch. 79-412; ss. 1, 2, ch. 81-207; ss. 1, 2, ch. 83-307; s. 1, ch. 85-140; s. 1, ch. 87-407; s. 4, ch. 88-235; s. 12, ch. 89-291; s. 18, ch. 91-45; s. 1, ch. 94-139; s. 1403, ch. 95-147; s. 26, ch. 95-312; s. 5, ch. 96-310; s. 43, ch. 96-399; s. 23, ch. 98-136; s. 9, ch. 99-8; s. 7, ch. 99-155; s. 16, ch. 99-399; ss. 48, 53, ch. 2001-254; ss. 46, 79, ch. 2002-402; s. 2, ch. 2003-125; s. 123, ch. 2003-261; s. 49, ch. 2003-399; s. 5, ch. 2004-5; s. 32, ch. 2004-269; s. 23, ch. 2005-71; s. 12, ch. 2006-1; s. 6, ch. 2006-18; ss. 14, 53, ch. 2006-26; s. 1, ch. 2006-41; s. 3, ch. 2006-54; s. 2, ch. 2007-196; s. 6, ch. 2008-6; s. 13, ch. 2008-153; s. 2, ch. 2010-4.

CHAPTER 69I-42 TRAVEL EXPENSES

69I-42.001	Applicability.
69I-42.002	Definitions.
69I-42.003	Forms.
69I-42.004	Conferences and Conventions.
69I-42.005	Travel Advances.
69I-42.006	Per Diem and Subsistence Allowance.
69I-42.007	Transportation - Common Carriers.
69I-42.008	Transportation - Privately Owned Vehicles.
69I-42.009	Transportation - Complimentary.
69I-42.010	Other Incidental Traveling Expenses.
69I-42.011	Direct Payment of Expenses by Agency.
69I-42.012	Requirements for Reimbursement of Expenditures by Physically Handicapped Travelers.

69I-42.001 Applicability.

These rules shall apply to all state agencies in the payment of travel expenses from such state agencies' funds unless such expenses are otherwise provided by law.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061 FS. History--New 3-5-90, Formerly 3A-42.001.

69I-42.002 Definitions.

The terms defined in Section 112.061(2), Florida Statutes, shall have the same meanings when used in this chapter and are incorporated herein by reference. Additionally the following terms shall have the following meanings:

(1) "Actual point of origin" means the geographic location where the travel begins, which is other than the "point of origin" as defined in subsection (15) hereof.

(2) "Chief Financial Officer" or "Department" shall mean the State of Florida, Department of Financial Services or its statutorily appointed head, the Chief Financial Officer, and the terms shall have the same meaning and be used interchangeably.

(3) "Conference" means the coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

(4) "Convention" means an assembly of a group of persons representing persons and groups, coming together for the accomplishment of a purpose of interest to a larger group or groups. A convention does not mean the coming together of agency or interagency personnel.

(5) "Emergency notice" means for purposes of Section 112.061(13), Florida Statutes, notification of less than twenty-four (24) hours prior to scheduled departure. Such notification may be written or oral.

(6) "Emergency situation" means circumstances in which there is an immediate danger or a threat of immediate danger to the public health, safety or welfare or of other substantial loss to the state requiring emergency action.

(7) "Meal allowance" means the amount authorized by Section 112.061(6)(b), Florida Statutes, for each meal during the travel period.

(8) "Most economical class of transportation" means the class having the lowest fare which is available.

(9) "Most economical method of travel" means the mode of transportation (state owned vehicle, privately owned vehicle, common carrier, etc.) designated by an agency head in accordance with criteria prescribed by Section 112.061, Florida Statutes.

(10) "Nonbusiness day" means, for a public officer or employee, a weekend or an authorized State holiday; for an authorized person means a day on which such person was not scheduled to be performing service or contributing time to an agency.

(11) "Official headquarters" means the geographic location specified by Section 112.061(4), Florida Statutes.

(12) "Per diem rate" means the amount authorized by Section 112.061(6)(a), Florida Statutes.

(13) "Personal time" means the time outside the regular work-hours of a business day, a nonbusiness day or a day for which the officer or employee had prior approval for a leave of absence.

(14) "Physically handicapped" means any person diagnosed as having a physical disability, including but not limited to blindness, or the loss of one or more life functions leaving that person mobility-impaired (or sensory-impaired) requiring the use of trained animal companions or prosthetic equipment, including, but not limited to, crutches, walkers, canes, or wheelchairs.

(15) "Point of origin" means the geographic location of the traveler's official headquarters or the geographic location where travel begins, whichever is lesser distance from the destination. (Refer to Attorney General Opinion 75-275.)

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061 FS. History--New 3-5-90, Formerly 3A-42.002.

69I-42.003 Forms.

(1) The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15, (revised 06/97), is hereby incorporated by reference. Unless an alternative form is approved pursuant to this Section, Form DFS-AA-15 (06/97) shall be used by travelers when requesting claims for reimbursement of travel expenses and shall be prepared in strict compliance with Section 112.061, Florida Statutes. All copies or electronic transmissions of travel vouchers (Form DFS-AA-15 or other approved form) submitted to the Chief Financial Officer for reimbursement of travel expenses shall contain the signatures of the traveler and the official authorizing the travel. Travel vouchers on file at the agency shall contain the original signatures in written or electronic form. Other evidence of approval of the travel voucher by the supervisor will be accepted if a copy or electronic transmission of the travel voucher is not available and would result in an unreasonable delay in reimbursing the traveler.

(2) The Authorization to Incur Travel Expense, Form DFS-AA-13 (11/89), is hereby incorporated by reference as if fully set forth herein and shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall be signed by such person and his supervisor, stating that the travel is to be incurred in connection with official business of the State, and the agency head or his designated representative shall not authorize or approve such request in the absence of the appropriate signatures.

(3) The Application for Advance on Travel Expenses, Form DFS-AA-25 (revised 07/98), is hereby incorporated by reference as if fully set forth herein and shall be used by all state officers and employees when requesting an advance for travel expenses to be incurred.

(4) The Department has prescribed certain forms and alternative methods of travel voucher information submission to be used in the processing of travel expenses. Agencies desiring to use an alternative form or method to meet agency unique needs shall first obtain the approval of the Department, which approval shall not be unreasonably withheld. Such requests shall be submitted in writing to:

Bureau of Auditing
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0355

Once approved, such alternative forms or methods may be used in lieu of the uniform form. Upon request, the uniform forms will be provided to agencies for duplicating purposes. Requests clearly indicating the form needed should be directed to:

Mail and Supply Center
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0317

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061 FS. History—New 3-5-90, Amended 1-8-95, 12-29-96, 1-7-98, 11-15-98, Formerly 3A-42.003.

69I-42.004 Conferences and Conventions.

(1) No public funds shall be expended for attendance at conferences or conventions unless:

(a) The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;

(b) The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;

(c) The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and

(d) The request for payment of travel expenses is otherwise in compliance with these rules.

(2) An Authorization to Incur Travel Expenses, Form DFS-AA-13, shall be completed for each person who will be attending a conference or convention, which shall include a statement of the benefits accruing to the State of Florida by virtue of his attendance. This statement of benefits shall also be included on the Voucher for Reimbursement of Travel Expenses, DFS-AA-15, or a copy of Form DFS-AA-13 shall be provided. The original Form DFS-AA-13 shall be filed at the agency.

(3) A copy of only those pages of the program or agenda of the conference or convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the Form DFS-AA-15, and submitted for payment or shall be maintained at the agency.

(4) Agencies may pay the registration fee directly to the conference or convention sponsor or allow the traveler to include the registration fee in the calculation of his travel costs and reimburse the traveler.

(a) Requests for direct payment of a registration fee by the agency shall be vouchered in favor of the conference or convention sponsor or designee, shall list the traveler as a subvendor, including the traveler's social security number, name, appropriate travel object code, and cost of registration (pay and charge voucher). The voucher shall include a copy of the conference or convention registration form and a statement of the benefits accruing to the State by virtue of the traveler's attendance.

(b) Direct payment of registration fees shall not be requested earlier than twenty workdays before the travel period is to begin unless written justification of the circumstances which necessitate an exception to this restriction is submitted to and approved by the Chief Financial Officer. Criteria for approval shall include discount for earlier payment and earlier payment required for a reservation.

(c) Agencies and travelers shall carefully evaluate the circumstances and risk of cancellation prior to making direct payment of a registration fee, in order to avoid or minimize any cancellation penalty or risk of loss of funds.

(d) If direct payment of a registration fee is made by an agency, the traveler's travel voucher shall indicate "Registration Fee Paid Direct by Agency" and shall also comply with subsections (2) and (3) of this rule by providing a statement of benefits to the State and a copy of the agenda of the conference or convention.

(5) Registration fees will not be paid for intra-agency or interagency meetings, seminars and workshops. All expenses related to such gatherings must be processed as a regular expenditure of the appropriate agency. Registration fees may be paid to universities, the Department of Management Services or other agencies for routine training classes conducted for employees of other agencies.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History—New 3-5-90, Amended 1-8-95, 12-29-96, Formerly 3A-42.004.

69I-42.005 Travel Advances.

(1) Travel advances shall not exceed 80 percent of the estimated travel expenses which will ultimately be reimbursed to the traveler. An exception may be made to this 80 percent restriction in order to take advantage of a substantially discounted common carrier ticket. In the event such arrangement is made, the travel advance may be an amount equal to 100 percent of the cost of the substantially discounted common carrier ticket plus 80 percent of the remaining estimated travel expenses. Other exceptions to this 80 percent restriction may be made if approved by the Chief Financial Officer. Requests for such approval must be in writing and must clearly demonstrate that the increased travel advance is in the best interest of the state. Approval will be in writing and must be included in the voucher submitted for travel advances.

(2) Requests for travel advance payments shall not be commingled with other requests for payment, but shall be separately vouchered and object coded either Travel Advances or Travel Advance – Training, as appropriate.

(3) Each traveler requesting an advance shall properly complete and execute a Request for Travel Advance, Form DFS-AA-25, and the same shall be attached to the voucher requesting the advance.

(4) When the travel period has ended, the traveler shall properly complete the Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15, and submit it to the authorizing agency within ten workdays of the traveler's return to headquarters. The traveler shall complete the portion of the travel voucher, Form DFS-AA-15, relating to the travel advance.

(a) If additional funds are due the traveler, the completed Form DFS-AA-15 shall be vouchered, clearly marked as a settlement of a travel advance and submitted to the Department.

(b) If a traveler was advanced funds in excess of the travel expenses allowed for a particular travel period, the agency shall obtain a refund from the traveler within ten workdays of the traveler's return to headquarters, and then prepare a cash refund journal voucher including as documentation the Forms DFS-AA-15 and DFS-AA-25.

(c) If the travel expenses claimed are equal to the amount of the advance, Form DFS-AA-15 shall be completed by the traveler and submitted to the Department by the agency within ten workdays of the traveler's return to headquarters.

(5) A travel advance may be made to an authorized person without regard to whether such person is filling an established position.

(6) A traveler shall not have more than one travel advance outstanding at any time without written justification of circumstances which necessitate an exception to this restriction and approval of the Chief Financial Officer. Criteria for approval shall include discount airline tickets and multiple advances for extended trips.

(7) Travel advances shall not be requested earlier than 10 workdays before the travel period begins without a written justification of the circumstances which necessitate an exception to this restriction.

(8) Authorized travel advances made from approved revolving funds shall be settled through such revolving funds. At a minimum, they should be handled within the time limitations otherwise prescribed in this section. The agency administering the revolving fund may adopt more stringent requirements regarding the timing of the transactions.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History—New 3-5-90, Amended 1-8-95, 6-8-97, 1-7-98, Formerly 3A-42.005.

69I-42.006 Per Diem and Subsistence Allowance.

(1) Travelers (Class A) who desire to claim reimbursement pursuant to Section 112.061(6)(a)2., Florida Statutes (actual lodging at the single occupancy rate plus meal allowances), for some periods and pursuant to Section 112.061(6)(a)1., Florida Statutes (per diem), for other periods while on the same trip may only change methods on a travel day basis (midnight to midnight).

(2) For Class A travel, lodging expenses shall be calculated on a travel day basis beginning on the day of departure, regardless of when such expenses are actually paid.

(3) No traveler shall be reimbursed for more than one lodging expense during any travel day unless fully justified by the traveler in writing.

(4) A traveler claiming less than the full meal allowance or per diem authorized by Section 112.061(6), Florida Statutes, shall include on his travel voucher a statement that he understands that he is entitled to the full meal allowance provided by law but has voluntarily chosen to claim a lesser amount.

(5) Lodging expenses shall qualify for reimbursement pursuant to Section 112.061(6)(a)2., Florida Statutes, only if they are incurred at a duly established commercial lodging facility and are substantiated by itemized paid receipts or bills therefor.

(6) Rates for foreign travel shall not begin until the date and time of arrival in the foreign country from the United States. Rates for foreign travel shall terminate on the date and time of departure from the foreign country to the United States. Rates for foreign travel shall not be claimed for any quarter in which meal allowances or per diem is claimed. When a traveler goes from one foreign geographic location to another within the same quarterly period, reimbursement shall be calculated at the applicable rate where the majority of the quarter was spent regardless of which area has a higher reimbursement rate.

(7) A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of his headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the agency head. Criteria for approval shall include late night or early morning job responsibilities and excessive travel time because of traffic conditions.

(8) The Class C meal allowance authorized by Section 112.061(6)(b), Florida Statutes, is defined as taxable income by the Internal Revenue Service and is subject to withholding of income and social security taxes. It is required to be reported as wages on the traveler's W-2 form. Class C meal allowances must be shown on the traveler's travel voucher, deducted from the total claimed and submitted to the Bureau of State Payrolls for payment through the payroll system.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History—New 3-5-90, Amended 1-8-95, 6-8-97, 1-7-98, Formerly 3A-42.006.

69I-42.007 Transportation - Common Carriers.

(1) Travelers whose transportation is provided by scheduled aircraft shall purchase the airline tickets in accordance with any state term contract for the purchase of scheduled aircraft transportation which may be in effect at the time travel is scheduled. Failure to purchase airfare in accordance with the terms of the current state term contract may result in disallowance of reimbursement claims for unauthorized purchases of airfare. Noncompliance with the state term contract will require written justification on the traveler's Form DFS-AA-15. In the event the traveler fails to justify his non-compliance with the terms of the state term contract, any cost in excess of such state term contract will be borne by the traveler.

(2) Travel using scheduled aircraft on routes for which there is not a state term contract provider shall be by the most economical class of transportation. Exceptions will be allowed only when fully justified. In the event the traveler fails to justify his use of other than the most economical class of transportation, any additional cost will be borne by the traveler.

(3) Travelers whose transportation is provided by rental vehicles shall make use of any state term contract for rental vehicles which may be in effect at the time of the travel. Failure to use the state term contract for rental vehicles will require written justification on the traveler's Form DFS-AA-15. In the event the traveler fails to justify his use of other than a state term contract, any additional cost will be borne by the traveler.

(4) If additional costs are incurred by a traveler due to overbooking or any other action of an airline or other common carrier, and the traveler chooses to have such costs paid directly or indirectly by the State, then any compensation, in whatever form, received by the traveler from the airline for his inconvenience, shall accrue to the benefit of the State. In such instances, if the traveler is allowed to elect the form of compensation, his decision shall be based on the best interests of the State. In determining whether additional costs have been incurred in such situations, the compensation of the traveler, if applicable, as well as travel costs, must be taken into consideration. If no additional costs are incurred or the additional costs are borne by the traveler, then such compensation for the traveler's inconvenience shall accrue to the traveler.

(5) When a state contract is not available, State employees are also encouraged to consider discounted airfares, commonly referred to as "super saver" tickets, instead of the more costly full-fare refundable tickets. Many of these tickets are either non-refundable or require payment of a penalty if canceled. Penalties for cancellation of discounted airline tickets, may be paid from state funds only if the cause for cancellation is in the best interest of the State, or if the cancellation is due to illness of the traveler or illness or death of a member of the traveler's immediate family, for which an employee is authorized to use sick or administrative leave. For non-employees, such penalties may be paid in circumstances in which the traveler would have been authorized to use sick or administrative leave if they had been a State employee. If the ticket is cancelled for the convenience of the traveler, the cancellation penalty may not be paid or reimbursed from State funds. Although the savings realized from the use of such tickets may be considerable, agency personnel shall also keep in mind that the penalties for cancellation of the tickets are generally substantial. Agencies and travelers shall carefully evaluate the circumstances and risk of cancellation prior to the purchase of each such ticket in order to avoid or at least minimize the cancellation penalty on these tickets. When an agency determines that it is in the best interest of the State to cancel a "super saver" ticket and pay the cancellation penalty, justification

must be included in the voucher submitted for payment of the cancellation penalty detailing the circumstances necessitating payment of the penalty from State Funds. Documentation verifying that the unused ticket has been submitted to the Agency must also be included in payment request information. Exchange penalties will be treated in the same manner as cancellation penalties.

(6) Common carrier charges may be billed directly to the agency pursuant to subsection 69I-42.011(3), F.A.C., or the traveler may pay for his common carrier charges and request reimbursement therefor on his Form DFS-AA-15.

(a) Requests for payment of common carrier charges billed directly to the agency shall be vouchered separately by the agency, in favor of the vendor, shall list the traveler as a subvendor (pay and charge voucher) and shall also reflect the traveler's social security number, name, and cost of each traveler's transportation by common carrier. Each payment shall be appropriately object coded within the classifications established by the Department of Financial Services. The voucher maintained at the agency shall have sufficient information to substantiate the payment of the common carrier charges.

(b) Common carrier charges which are paid by the traveler shall be included on the traveler's reimbursement request filed on Form DFS-AA-15.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History--New 3-5-90, Amended 1-8-95, 12-29-96, 6-8-97, 1-7-98, Formerly 3A-42.007.

69I-42.008 Transportation - Privately Owned Vehicles.

(1) For purposes of Section 112.061(7)(d), Florida Statutes, the term privately owned vehicle shall include any motor vehicle which is not publicly owned, whether or not title to such vehicle is in the name of the traveler.

(2) A traveler using a rental car of an established rental car firm may claim mileage at the statutory rate per mile provided that the amount claimed for mileage does not exceed the amount due the rental car company for the allowable mileage claimed.

(3) If authorized travel is by private aircraft:

(a) The pilot may claim either the mileage rate specified in Section 112.061(7), Florida Statutes, or the lesser of the state contract fare and the most economical commercial direct airfare available for the same trip. If no state contract fare and no commercial airfare is available directly between the points of travel, reimbursement shall be limited to the mileage rate specified in Section 112.061(7), Florida Statutes, or the most economical commercial airfare closest to the point of origin and the point of destination.

(b) A passenger on a private aircraft may be reimbursed for the actual amount charged and paid for his fare up to:

1. The mileage rate specified in Section 112.061(7), Florida Statutes, or

2. The lesser of: (i) the state contract fare or (ii) the cost of the most economical direct commercial airfare available for the trip. If no direct commercial flight is available, the most economical commercial airfare closest to the point of origin and the point of destination may be used.

(c) If a rented aircraft is used, the reimbursement claimed by any traveler on the aircraft may not exceed a pro rata share of the actual cost of renting the aircraft and the reimbursement is subject to the limitations provided in paragraphs (a) and (b).

(4) Travelers shall not be paid a mileage allowance for travel between their residence and their headquarters or regular work location (See AGO 082-34). If travel begins more than one hour before or one hour after the travelers regular work hours, the point of origin may be the travelers residence, provided that miles claimed may not exceed the miles actually driven.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History--New 3-5-90, Amended 1-8-95, 1-7-98, 4-8-98, Formerly 3A-42.008.

69I-42.009 Transportation - Complimentary.

Pursuant to Section 112.061(7)(h), Florida Statutes, when a traveler is gratuitously transported by another person or when he is transported by another traveler who is entitled to mileage or transportation expense, he shall indicate on his Voucher for Reimbursement of Traveling Expenses, Form DFS-AA-15, that his transportation was "Complimentary" or "Comp".

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061 FS. History--New 3-5-90, Formerly 3A-42.009.

69I-42.010 Other Incidental Traveling Expenses.

(1) The following supporting information shall be required and maintained at the agency with the traveler's Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15, when the traveler is claiming reimbursement for incidental travel expenses authorized by Section 112.061(8)(a), Florida Statutes:

(a) Receipts for taxi fares in excess of \$25 on a per fare basis.

(b) Receipts for storage, parking fees or tolls in excess of \$25. Such fees shall not be allowed on a weekly or monthly basis for privately owned automobiles unless it can be established that such method results in savings to the State.

(c) A statement that communication expenses being claimed were for state business. Communication expenses to contact the traveler's family or other nonbusiness purposes are not eligible for reimbursement.

(2) Reasonable tips and gratuities may be reimbursed the traveler as per the following:

(a) Actual tips paid to taxi drivers which shall not exceed fifteen percent of the fare.

(b) Actual amount paid for mandatory valet parking which shall not exceed \$1 per occasion and which was incurred in the performance of public business.

(c) Actual portage charges paid which shall not exceed \$1 per bag not to exceed total of \$5 per incident.

(3) Other incidental travel expenses of the traveler may be reimbursed upon presentation of a receipt therefor as follows:

(a) Actual laundry, dry cleaning and pressing expenses when official travel extends beyond seven days and such expenses are necessarily incurred to complete the official business portion of the trip.

(b) Actual passport and visa fees required for official travel.

(c) Actual and necessary fees charged to purchase traveler's checks for official travel expenses.

(d) Actual fee charged to exchange currency necessary to pay official travel expenses.

(e) Actual cost of maps necessary for conducting official business.

(f) Other incidental travel expenses not listed above shall be reimbursed if approved by the Chief Financial Officer. Requests for such approval must be in writing and must clearly demonstrate that reimbursement of such expenses is in the best interest of the State. Approval will be in writing and must be included in any voucher submitted for reimbursement of such expenses.

(4) When a public officer, employee, or authorized person on personal time is required to travel because of an emergency situation, such officer, employee, or authorized person may be reimbursed travel expenses incurred by him in traveling from his actual point of origin to his point of destination, which may be his official headquarters, as required by his agency head. Nothing herein shall be construed to authorize reimbursement for expenses in traveling between a traveler's home and the traveler's regular place of employment. If because of personal circumstances it is necessary for the officer, employee, or authorized person to return to the actual point of origin rather than returning to or staying at his official headquarters, the traveler may be reimbursed his travel expenses to return. However, in the event the traveler is able to return directly to or stay at his official headquarters, such traveler shall only be reimbursed the excess of his necessary actual travel expenses over what he would have incurred for his own personal convenience. The traveler's request for reimbursement of travel expenses claimed from an actual point of origin shall contain an explanation of the emergency which necessitated his travel from such point. In the event the traveler returns to or stays at his official headquarters, he shall detail the cost that he would have incurred and net such cost against his actual cost of returning. Requests for reimbursement of travel expenses pursuant to this subsection shall be presented in writing or electronic form prior to being vouchered by the agency, to the Chief, Bureau of Auditing, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0355.

(5) In the event a public officer, employee, or authorized person has made plans for his personal time and has incurred certain costs in conjunction with such plans and is unable to carry out such plans due to an emergency situation, such costs which are not recoverable by such person may be reimbursed by the agency. Requests for reimbursement of costs pursuant to this subsection shall be presented in writing or electronic form to the Chief, Bureau of Auditing, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0355, prior to being vouchered by the agency. Such requests shall detail the circumstances of the emergency situation which prevented such person from carrying out his plans and shall clearly document the unrecoverable costs incurred by the person.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History—New 3-5-90, Amended 1-8-95, 12-29-96, Formerly 3A-42.010.

69I-42.011 Direct Payment of Expenses by Agency.

(1) Direct payment to vendors for the meals and lodging of an employee required to travel on emergency notice shall be processed in the same manner as common carrier payments under paragraph 69I-42.007(6)(a), F.A.C. The voucher shall clearly disclose that payments to vendors are requested due to the employee being required to travel on emergency notice.

(2) Direct payment of travel expenses may be granted with the prior approval of the agency head or his designee in situations that result in a cost savings to the State. Avoidance of state sales tax shall not be considered a cost savings to the State. Direct payment of travel expenses cannot be approved solely for the convenience of the traveler. The approval must document the cost savings and shall be included with the voucher submitted for such direct payments, which shall be supported by sufficient information from the travel vouchers and be processed in the same manner as common carrier payments under paragraph 69I-42.007(6)(a), F.A.C. Direct payment may not be made for Class C meals for state employees. Criteria for cost savings include but are not limited to discount for earlier payment or free use of a hotel meeting room if the agency has a need for such room.

(3) The prior approval of the Department shall be obtained by agencies desiring to use direct billing travel cards. The written request for approval, accompanied by a copy of the proposed contract, shall be submitted to the Department prior to execution of the contract. Requests shall be directed as indicated in subsection (2) above. Vouchers for the direct payment of common carrier charges shall list each traveler as a subvendor (pay and charge voucher) and be supported by copies of travel vouchers.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History—New 3-5-90, Amended 1-8-95, 12-29-96, Formerly 3A-42.011.

69I-42.012 Requirements for Reimbursement of Expenditures by Physically Handicapped Travelers.

(1) Purpose. To remedy inequities, conflicts and inconsistencies in the reimbursement of expenditures by physically handicapped public officers, employees and authorized persons whose traveling expenses are paid by a public agency.

(2) General Requirements. When a physically handicapped traveler incurs travel expenses in excess of those ordinarily authorized pursuant to the travel law and these rules, and such excess travel expenses were incurred to permit the safe travel of that handicapped traveler, those excess expenses will be reimbursed by the agency to the extent that the expenses were reasonable and necessary to the safe travel of the individual. All such claims for reimbursement of excess travel expenses shall be submitted in accordance with the requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.

(3) When a payment is requested pursuant to the Americans With Disabilities Act (ADA), which would not otherwise be a lawfully authorized use of state funds, the voucher must include a signed statement from the agency head or his designee certifying that:

(a) An employee of the agency, an applicant for a position or other covered person has requested a "reasonable accommodation" pursuant to the ADA, to assist him in performing his duties, applying for a position, or other covered activity.

(b) The agency has determined that the individual is a "qualified individual with a disability" as defined in the ADA.

(c) The agency has determined that the payment is for a "reasonable accommodation" pursuant to the ADA, for that employee, applicant or person.

(d) The agency will maintain all records related to this request for seven years and make those records available for review to persons authorized to review such records.

(4) All vouchers related to providing a "reasonable accommodation" shall contain a file number or other code by which the voucher can be readily traced to the confidential records maintained by the agency pursuant to paragraph (3)(d) above.

Specific Authority 17.075(1), 17.29, 112.061(9) FS. Law Implemented 17.075, 112.061, 215.42 FS. History--New 3-5-90, Amended 1-8-95, Formerly 3A-42.012.

Jefferson County Fire Rescue
Monthly Department Report

TO: Mr. Roy Schleicher
County Coordinator

DATE: 9 December 2010

SUBJECT: Department Directors Report

FROM: Mark Matthews, Chief
Jefferson County Fire Rescue

REFERENCE: NOVEMBER 2010 Report
ATTACHMENTS: 0

JCFR CALLS FOR SERVICE THIS MONTH

2010	NOVEMBER	Y.T.D.
FIRE	38	512
EMS	174	2218

NOVEMBER 2010 EMS COLLECTIONS - \$57,511.89

F/Y 2011 EMS COLLECTIONS TOTAL - \$148,089.84

VOLUNTEER CHIEFS MEETING Items discussed were the need for some new radio communication equipment and to develop a training schedule for the next year.

EXTRICATION TRAINING We conducted a vehicle extrication training exercise on November 20 that was very well attended by the volunteer fire departments on November 20. Bill Herman with the Ashville Area Volunteer Fire Department provided a greatly appreciated lunch.

NEW STATION UPDATE No status change.

BUDGET UPDATE There have been no unexpected expenditures from either the Fire or EMS budgets.

JEFFERSON COUNTY/CITY OF MONTICELLO
BUILDING INSPECTION AND CONTRACTOR LICENSING
 445 WEST PALMER MILL ROAD (*) MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223
 Fax: (850) 342-0225

MONTHLY REPORT			
November 2010		November 2009	
Building	15	Building	16
Electrical	18	Electrical	13
Plumbing	3	Plumbing	4
Mechanical	7	Mechanical	14
Mobile Homes	2	Mobile Homes	5
Relocate	1	Relocate	0
Demolish	0	Demolish	1
Miscellaneous	1	Miscellaneous	1
City Permit	12	City Permits	6
City Fees	\$1,225.60	City Fees	\$742.42
County Permits	38	County Permits	48
County Fees	\$4,230.56	County Fees	\$6,609.62
Total		Total	
City/County Permits	50	City/County Permits	54
City/County Fees	\$5,456.16	City/County Fees	\$7,352.04

November 2010		November 2009	
Radon Fee	\$255.37	Radon Fee	\$637.07
Building Permit Fee	\$4,640.79	Building Permit Fee	\$5,299.97
Mobile Home Permit Fee	\$560.00	Mobile Home Permit Fee	\$1,415.00
Home Inspections Fee	\$0.00	Home Inspections Fee	\$0.00
Contractor Licenses Fee	\$115.00	Contractor Licenses Fee	\$0.00
Business & Home Occup Fee	\$764.00	Business & Home Occup Fee	\$2,450.00
Total	\$6,335.16	Total	\$9,802.04

November 2010		November 2009	
New Construction Permits (Residential)	1	New Construction Permits (Residential)	2
Commercial Permits (Non-Residential)	2	Commercial Permits (Non-Residential)	0
Mobile Home Permits	2	Mobile Home Permits	5
Repair & Addition Permits	44	Repair & Addition Permits	46
Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	1	Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)	1
Total	50	Total	54
Valuation		Valuation	
Valuation Home Permits	\$138,702	Valuation Home Permits	\$173,977
Valuation Commercial Permits	\$87,529	Valuation Commercial Permits	\$0
Valuation Other Permits (Including Additions, Re-roof, & Non-Residential Structures)	\$162,382	Valuation Other Permits (Including Additions, Re-roof, & Non-Residential Structures)	\$120,670

JEFFERSON COUNTY PLANNING AND ZONING DEPARTMENT

445 WEST PALMER MILL ROAD (*) MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223

Fax: (850) 342-0225

November 2010		November 2009	
Zoning Verification Fee	\$0.00	Zoning Verification Fee	\$0.00
Simple Lot Split Fee	\$100.00	Simple Lot Split Fee	\$100.00
Family Subdivision Fee	\$0.00	Family Subdivision Fee	\$0.00
Minor Development Fee	\$0.00	Minor Development Fee	\$0.00
Major Development Fee	\$0.00	Major Development Fee	\$0.00
Variance Fee	\$0.00	Variance Fee	\$0.00
Minor Re-plat Fee	\$0.00	Minor Re-plat Fee	\$0.00
Comp Plan Amendment Fee	\$0.00	Comp Plan Amendment Fee	\$0.00
Development Permits Fee (Mobile Homes)	\$720.00	Development Permits Fee (Mobile Homes)	\$1,290.00
Development Permits Fee (Residential)	\$744.58	Development Permits Fee (Residential)	\$1,256.48
Development Permits Fee (Commercial)	\$595.63	Development Permits Fee (Commercial)	\$0.00
Development Permits Fee (Misc:Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$200.00	Development Permits Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$700.00
Total	\$2,360.21	Total	\$3,346.48

November 2010		November 2009	
Simple Lot Splits (No. Lots Created _____)	1	Simple Lot Splits (No. Lots Created _____)	1
Family Subdivisions (No. Lots Created _____)	0	Family Subdivisions (No. Lots Created _____)	0
Minor Development (No. Lots Created _____)	0	Minor Development (No. Lots Created _____)	0
Major Development (No. Lots Created _____)	0	Major Development (No. Lots Created _____)	0
Variance	0	Variance	0
Minor Replats	0	Minor Replats	0
Comp. Plan Amendments	0	Comp. Plan Amendments	0
Development Permits (Mobile Homes)	3	Development Permits (Mobile Homes)	5
Development Permits (Residential)	1	Development Permits (Residential)	2
Development Permits (Commercial)	1	Development Permits (Commercial)	0
Development Permits (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	2	Development Permits (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	7
Total	8	Total	15

November 2010		November 2009	
Emergency Medical Impact Fee	\$61.86	Emergency Medical Impact Fee	\$371.16
Fire/Rescue Impact Fee	\$48.16	Fire/Rescue Impact Fee	\$288.96
Transportation Impact Fee	\$0.00	Transportation Impact Fee	\$0.00
Law Enforcement Impact Fee	\$0.00	Law Enforcement Impact Fee	\$0.00
911 Address Fee	\$100.00	911 Address Fee	\$500.00
Driveway Permit Fee	\$212.00	Driveway Permit Fee	\$212.00
Total	\$422.02	Total	\$1,372.12

Jefferson County Cooperative Extension Office
Monthly Report – Board of County Commissioners
November, 2010(submitted to County Coordinator, December 7)

4-H Youth Activities

- JGL – Preparing 2011 Plan of Work and 2010 Report of Accomplishment
- JGL - 4-H Newsletter prepared and sent
- JGL – County Council Meeting – Nov 1
- JGL - 4-H Tropicana School Award Ceremony- Aucilla Christian Academy
- JGL – Legislative Committee Meeting – Nov 2
- JGL - Set up fair booth at North Florida Fair – Nov 2
- JGL – 4-H Project Exhibits Judging, North Florida Fair – Nov 4
- JGL – Check in dairy cows at North Florida Fair – Nov 4
- JGL – North Florida Fair Livestock Dairy Judging & Quiz Bowl – Nov 6
- JGL – North Florida Fair Dairy Show – Nov 7
- JGL – 4-H School Wide Tropicana Public Speaking Contest – Nov 9
- JGL – 5th Grade 4-H Club Meeting – Nov 10
- JGL - Power Point presentation afterschool program @ Jefferson Middle and High School
- JGL – 4-H Day @ the North Florida Fair – Nov 14
- JGL – Took down 4-H Booth @ North Florida Fair - Nov 15
- JGL – Safe and Nurturing Environment Committee Meeting Nov 15
- JGL – 4th Grade 4-H Club Meeting – Nov 19
- JGL – Northwest District County Extension Director's Retreat – Nov 16-17
- JGL - JES 4th & 5th Grade School Tropicana Public Speaking Contest – Nov 18
- JGL - 3rd Grade 4-H Club Meeting – Nov 23
- JGL – North Florida Fair Post Meeting Nov 30

Family & Consumer Sciences

- **Interviewing Candidates on Dec 20 @ UF**

Agriculture /4-H Activities: CW- Covey Washington, New Ag/4-H Agent, FAMU

- CW – Sugar Cane Field Day, UF/IFAS North Florida Research Center – Nov 1
- CW - Area Cow-calf Best Management Practices Field Day, Cherry Lake - Nov 5

Agriculture and Natural Resources Activities

- JED - Preparing 2011 Plan of Work and 2010 Report of Accomplishment
- JED – Area Cow-calf Best Management Practices Field Day, Cherry Lake Nov 5
- JED –Big Bend Horseman's Association Meeting - Nov 7
- JED - Overall Extension Advisory Committee Meeting – Nov 9
- JED – Chaired North Florida Fair Junior Beef Show, Tallahassee - Nov 12-14
(Over 80 exhibitors from Florida, Georgia and Alabama)
- JED –Farm City Program and presentation of Jefferson County Farm Family of the Year - Nov 17

Presentations

"Grazing Management Practices for North Florida" Cow Calf BMP Field Day
"Jefferson County Extension Agriculture Programming", Advisory Council Meeting

Ongoing

Field and office visits for forage management and weed identification
Soil test interpretations, fertilizer and pesticide recommendations, insect identification
IFAS Year End report preparation

Administrative and Other Activities, Faculty and Staff

- JGL- Office Staff Meeting – Nov 8
- JGL – Over Extension Advisory Meeting – Nov 9
- JGL- County Extension Director, Statewide In-service Training - Nov 3-4
- JGL – County Extension Director's Retreat – Nov 16 & 17
- JGL- Jefferson Board of County Commissioners Workshop – Nov 22 & 29
- JGL -Dept. Heads Meeting - Nov 23

**JEFFERSON
COUNTY ROAD
DEPARTMENT**

Memo

To: Jefferson County Board of County Commissioners

From: David R. Harvey, Road Superintendent

Date: December 7, 2010

Re: Informational Item – Road Department Summary of Monthly Activities for November - 2010

General Roadway and Drainage Maintenance

- A) Limited road surface grading, stabilization and ditch maintenance activities were conducted on 152 County Roads. Work on many roads was conducted up to 2 times during the month.
- B) Right-of-way brushing and trimming on 8 Roads. Mowing on 35 roads.
- C) Patching also occurred on 0 roadways.

Driveway Connections

A total of 4 driveways were inspected. Need to review process driveways without approval!

Roadway and Drainage Reconstruction

Pulling Ditches Making Crowns On All Roads

NRCS projects on going, possible 3 new projects

Rock Quarry have tracking excel spreadsheets available January

Brush cutting started 6-1-10 continues until frost. Having difficulty with parts, one machines down.

2 new John Deer Motor Graders-Thanks

Memorandum

Date: December 8, 2010

To: Roy Schleicher/County Coordinator
County Commissioners

From: Beth Thorne

Subject: Monthly Report for October & November

Revenue from:	Recyclables	\$ 616.20
	Roll-off Rentals	\$ 690.00
	Refuse Billing	\$ 750.00
Total Month Revenues:		\$ 2,056.20

	<u>October</u>	<u>November</u>
Manned Site Tonnage from:		
Aucilla	29.66	40.26
Bassett Site	27.29	15.23
Fulford Site	7.24	14.44
Lamont Site	27.70	36.22
Lloyd Site	68.95	68.46
Nash Site	78.29	90.96
New Monticello Site	75.48	54.97
Pinckney Hill Site	5.41	12.47
Recreation Park Site	74.90	63.74
Wacissa Site	35.02	34.66
Waste Tires	11.22	11.26
Commercial	212.58	217.89
City of Monticello	203.91	166.48

Landfill Budget	
October Expenditures:	\$ 85,182.42
November Expenditures:	\$ 122,134.76
Year-to-date Expenditures:	\$ 207,317.18

Sites now manned:

Wacissa: Monday - Sunday 6:30am - 10:30pm then 3:00pm - 7:00pm

Lloyd: Monday - Sunday 6:30am - 10:30pm then 3:00pm - 7:00pm

Pinckney Hill: Monday, Wednesday & Friday 6:30am - 11:00am then 3:00pm - 7:00pm,

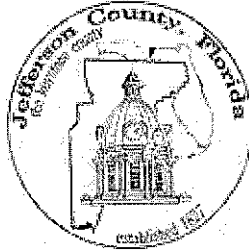
Saturday 6:30am - 3:00pm, Sunday 1:00pm - 7:00pm CLOSED Tuesdays & Thursdays

Rec Park Site: Tuesday, Thursday & Friday 6:30am - 11:00am then 3:00pm - 7:00pm,

Saturday 6:30am - 3:00pm, Sunday 1:00pm - 7:00pm CLOSED Mondays & Wednesdays

Nash Road Site: Monday, Wednesday & Friday 6:30am - 11:00am then 3:00pm - 7:00pm,

Saturday 6:30am - 3:00pm, Sunday 1:00pm - 7:00pm CLOSED Tuesdays & Thursdays



Jefferson County Fire Rescue

Mark Matthews
Chief

December 9, 2010

To: Board of County Commissioners
From: Mark Matthews
Re: Radio Purchase
cc: Roy Schleicher, County Coordinator

During our last Volunteer Chiefs meeting, there was a discussion to determine any radio needs for the various fire departments in the County. We have identified the need to purchase 34 replacement portable radio batteries, 22 portable UHF radios, 2 UHF mobile radios and 2 VHF mobile radios.

All of the emergency communication equipment in the County for many years has been standardized to the Motorola brand. The purpose for this standardization was safety and compatibility. All emergency responders, vehicles, and repeater systems utilize the same brand of equipment and to have a single vender responsible for the repair and maintenance of the emergency communication equipment. The vender for our area is First Communications of Thomasville.

Board Action Requested: Approve the purchase of the requested Motorola emergency communication equipment from the single source vender First Communications of Thomasville using funds from the \$12.50 Intergovernmental Radio Communications surcharge program in the amount not to exceed \$11,000.00.

Sincerely,

Mark Matthews, Chief
Jefferson County Fire Rescue

1456 South Jefferson Street
Monticello, FL 34344
(850) 342-0181 FAX (850) 342-0178

