

# Board of County Commissioners

## Jefferson County, Florida

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Stephen G. Fulford District 1	Eugene C. Hall District 2	Hines F. Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5
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**Regular Session Agenda (Revised)**  
**August 6, 2009 at the Courthouse Annex**  
**445 W. Walnut St. Monticello, FL 32344**

- 1. 9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
- 2. Consent Agenda**
  - a) Minutes – July 16, 2009 Regular Session
- 3. Citizens Request & Input on Non-Agenda Items**  
(3 Minute Limit, No Commissioner Discussion)
- 4. General Business**
  - a) Florida Homebuyer Resolution – Roy Schleicher
  - b) Park Regulations – Henry Gohlke
  - c) FDOT 5 Year Transportation Plan – Keith McCarron/ARPC
  - d) Broadband Resolution and Interlocal Agreement – Commissioner Fulford
  - e) Report on Temporary Use Permits – Citizen David Hall
  - f) Air Methods Lease – Julie Conley
  - g) FDOT CIGP Project Submission – Commissioner Fulford
- 5. County Coordinator's Report**
  - a) Alternate Member to Capital Regional Transportation Planning Agency.
  - b) Solid Waste Department Request for New Prisoner Van
- 6. Citizens Forum**  
(3 Minute Limit, Discussion Allowed)
- 7. Commissioner Discussion Items**
- 8. Adjourn**

From the manual "Government in the Sunshine", page 38:

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.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
July 16, 2009

The Board met this date in Regular Session. Present were Chairman Eugene Hall, Commissioners Hines Boyd, Stephen Fulford, Felix "Skeet" Joyner and Danny Monroe III, County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

1. Chairman Hall presented plaques of appreciation to the Ashville, Lloyd and Monticello Volunteer Fire Departments for services rendered during the Watermelon Festival accident.
2. On motion by Commissioner Monroe, seconded by Commissioner Fulford and unanimously carried, the consent agenda consisting of the minutes from the July 2, 2009 regular session was approved.
3. Citizen Tracey Jackson commented to the Board about the money that is spent outside the county. Citizen Carla Wheeler also emphasized the need to shop locally.
4. Citizen Richard Finlayson came before the Board requesting funding for the Babe Ruth All-Star team's trip to regionals in Virginia. On motion by Commissioner Joyner, seconded by Commissioner Boyd and unanimously carried, the Board approved \$2476.53 for the All-Star team's trip.
5. Citizen Kate Calvin addressed the Board about her concerns with the Rules of Procedure for County Commission Meetings Resolution. Commissioner Boyd stated he was hesitant to change it this early in the process, to which Commissioner Monroe agreed.
6. Clerk of Court Kirk Reams presented Resolution 09-071609-01, the SCRAP Nash Road project. On motion by Commissioner Boyd, seconded by Commissioner Joyner and unanimously carried, the resolution was passed.
7. Clerk of Court Kirk Reams presented Resolution 09-071609-02, the SCRAP Dills Road project. On motion by Commissioner Fulford, seconded by Commissioner Monroe and unanimously carried, the resolution was passed.
8. County Coordinator Roy Schleicher presented Resolution 09-071609-03, the Census Partner Program. On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, the resolution was passed.
9. Chairman Hall yielded the Chairman's Seat to Commissioner Monroe and presented Health Care Resolution 09-071609-04. On motion by Commissioner Hall, seconded by Commissioner Boyd and failed 2-3 (Fulford, Joyner and Monroe opposed), the resolution was not carried.
10. Economic Development Director Julie Conley presented a closing statement and check for the property at the Jefferson County Industrial Park sold to Graham Tweed.
11. County Attorney Buck Bird announced that the interim lease for property at the head of the Wacissa River had been withdrawn.
12. County Coordinator Roy Schleicher presented two consent orders from Department of Environmental Protection involving violations at the Jefferson County Industrial Park. On motion by Commissioner Joyner, seconded by Commissioner Monroe and unanimously carried, the decision to move \$2000 from contingency to consulting fees to pay DEP for these violations was approved.

**13. PUBLIC HEARING: ESCAMBIA COUNTY HOUSING FINANCE  
AUTHORITY SINGLE FAMILY MORTGAGE REVENUE BONDS  
(MULTI-COUNTY PROGRAM)**

14. C.J. Pipkins, a representative from Escambia County Housing Authority presented the Board with an overview of the program and asked for a Resolution and Inter-Local Agreement.
15. Commissioner Joyner abstained from voting because of his membership on the Board of Directors at Capital City Bank.
16. On motion by Commissioner Monroe, seconded by Commissioner Fulford and carried 4-0 (Joyner abstained), Resolution 09-071609-05 representing the county's participation in the Escambia County Housing Finance Authority was approved.
17. On motion by Commissioner Boyd, seconded by Commissioner Monroe and carried 4-0 (Joyner abstained), the Inter-Local Agreement for the Escambia County Housing Finance Authority was approved.

**18. PUBLIC HEARING: SITE PLAN REVIEW – APALACHEE CENTER**

19. Planning Official Bill Tellefsen submitted the site plan and explained its recommended approval at the Planning Commissioner level. On motion by Commissioner Joyner, seconded by Commissioner Monroe and unanimously carried, the Board approved the site plan with staff recommendations.
20. County Coordinator Roy Schleicher presented the Board with his report consisting of department head reports, Affordable Housing Info Forum to be held 7/21/2009 at 3:30 p.m. at the Courthouse Annex, FDOT Five Year Plan Presentation on 8/6/2009 and Joint Meeting of BOCC and Planning Commission on July 23, 2009 at the Library.
21. Citizen David Hall asked for action of the Board to review temporary use permit situations with him. He stated this stems from a concert-type event being held in close proximity to his property. It was the consensus of the Board to form a committee consisting of David Hall, Roy Schleicher, Bill Tellefsen and Hines Boyd to review this information.
22. Wade Smith of the Big Bend Horseman's Association approached the Board and stated his concerns of proposed events fees at the Horse Arena and with the general condition of the Horse Arena itself. Parks Director Henry Gohlke stated the fee was to be determined and that there was no money in the grant for establishing a parking area.
23. Commissioner Fulford explained that the Federal Broadband Stimulus Grant would receive more favorable treatment if the county withdrew from the City of Tallahassee's grant and joined the grant application of RACEC. It was the consensus of the Board to withdraw from the City of Tallahassee's grant and pursue inclusion on the grant application of RACEC.
24. The warrant register was reviewed and bills ordered paid.
25. On motion by Commissioner Joyner, seconded by Commissioner Monroe, and unanimously carried, the meeting was adjourned.

\_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Clerk

RESOLUTION NO. 09-080609-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Chapter 67-37.005(6)(f)3, F.A.C, .It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Meridian Community Services Group, Inc. and Jefferson County Grants Administration Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commission finds that it is in the best interest of the public for Jefferson County to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF JEFFERSON COUNTY, FLORIDA that:

Section 1: The Board of County Commission of Jefferson County, Florida hereby approves the Amended Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, to include the new Florida Homebuyer Opportunity Program strategy for fiscal year 2009-2010.

Section 2: The Chairman of Jefferson County Board of County Commission is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chairman

(CORPORATE SEAL)

ATTEST:

Jefferson County LMAP Amendment  
67-37.005 F.A.C.

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County Clerk

JEFFERSON COUNTY  
LOCAL HOUSING ASSISTANCE PLAN STRATEGY  
For 2009-2010

***NOTE: This strategy is being added to the Jefferson County Local Housing Assistance Plan (LHAP) to enable the County to be eligible for the Florida Homebuyer Opportunity Program (FHOP) resulting through the American Recovery and Reinvestment Act of 2009.***

**Name of the Strategy: Florida Homebuyer Opportunity Program**

a. **Summary of the Strategy:** This strategy is designed in response to the legislative proviso requiring SHIP local governments to expend 2009-2010 funds to ensure that residents of the state derive the maximum possible economic benefit from the federal first time homebuyer tax credit created through The American Recovery and Reinvestment Act of 2009 by providing subordinate down payment assistance loans to first time homebuyers for owner occupied primary residences that can be repaid by the income tax refund the homebuyer is entitled to under the First Time Homebuyer Credit. The state program shall be called the "Florida Homebuyer Opportunity Program."

b. **Fiscal Years Covered:** 2009/2010 until expiration of the Florida Homebuyer Opportunity Program Tax Credit.

c. **Income Categories to be served:** Up to \$75,000 for single taxpayers or \$150,000 for joint filers. There is no requirement to reserve 30 percent of the funds for awards to very-low-income persons or 30 percent of the funds for awards to low-income persons; and there is no requirement to expend 75% of funds for construction, rehabilitation or emergency repair.

d. **Maximum award** is the principal balance of the loans provided shall not exceed 10% of the purchase price or \$8,000 whichever is less.

e. **Terms, Recapture and Default:** If the county or eligible municipality receives repayment from the homebuyer within 18 months after the closing date of the loan the county or eligible municipality shall waive all interest charges. A homebuyer who fails to fully repay the loan within 18 months shall be subject to repayment terms provided in an appropriate strategy in the local housing assistance plan. All funds repaid to a county or eligible municipality shall be considered "program income" as defined in s. 420.9071 (24). The Second Mortgage will include a thirty (30) year lien on the home in the event the loan is not repaid within the eighteen (18) month timeframe.

f. **Recipient Selection Criteria:** Recipients must meet the requirements of the following: The maximum income limit shall be Adjusted Gross Income of \$75,000 for single taxpayer households or \$150,000 for joint-filing taxpayer households which is equal to that permitted by the American Recovery and Reinvestment Act of 2009



## *Jefferson County Parks and Recreation Department*

July 29, 2009

MEMO: FYI

To: Board of County Commission

### All Star Baseball Team Celebration

This is to advise you that we as a county are planning a celebration for the Jefferson County All-Stars Baseball Team. The event will be at 5 pm Thursday August 20, 2009 prior to the County Commission Meeting.

We plan on serving hot dogs, chips and drinks to the team and those present. I am also with you permission would like to purchase a small plaque made for each team member and coaches, from the County Commissioner's.

We have had some businesses place congratulation notices on their marquees to the team. Burger King has donated a \$5.00 coupon for each team member. Winn Dixie donated \$ 20.00 toward purchases for the event. I am waiting to hear from other businesses in the community for their input.

We have also purchased 4 signs to be permanently place on hwy 90 and hwy 19 , saying Home of Jefferson County All Stars State Champs.

Thank you

Henry Gohlke



Plan Status: TENTATIVE ; Florida Department of Transportation ; Effective: 04/17/2009 03:22:21  
 Geographic District: 03 ; 1-Year Transportation Plan (\$000) ; Run: 04/17/2009 07:51:40  
 Standard Detail Report: By Local Name ; Fiscal Year: 2009 thru 2009

American Recovery and Reinvestment Act (ARRA) Projects

Jefferson County

Miscellaneous: Non-System Specific

Description	Type Work	Length	Item	Phase	2009
COUNTY ROAD RESURFACING/SAFETY IMPROVEMENTS	Safety Project		4266981	Design Build	705

Jefferson County		Highways: Interstate												
Description	Type	Fiscal Year												
		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019			
SR 8 (I-10) AT CR 257 LAMONT EXT LIGHTING	Lighting	970	2226671		Construction	0	1,114	0	0	0	0	0	0	0
SR 8 (I-10) FROM LEON COUNTY LINE TO EAST OF LLOYD CREEK BR	Rigid Pavement Rehabilitation	1,528	4235721		Contract Incentives	900	0	0	0	0	0	0	0	0
Jefferson County														
SR 20 (US 19/27) FROM W OF SR 57 (US 19) TO WEST OF J.C. LEE ROAD	Resurfacing	6,183	4230812		Preliminary Engineering	1,757	0	0	0	0	0	0	0	0
SR 20 (US 19/27) FROM W OF SR 57 (US 19) TO WEST OF J.C. LEE ROAD	Resurfacing	6,183	4230812		Construction	0	0	0	14,377	0	0	0	0	0
SR 20 (US 27) @ SR 59 GAMBLE ROAD INTERSECTION	Intersection (Modify)	210	4255881		Construction	0	1,369	0	0	0	0	0	0	0
SR 20 (US 27) AUCILLA RIVER BRIDGE - W8 BRIDGE NO. 540069	Bridge-Repair/Rehabilitation	.095	4235881		Construction	1,033	0	0	0	0	0	0	0	0
SR 20 (US 27) FROM WEST OF CR 259 TO W OF SR 57 (US 19)	Resurfacing	2,744	4230811		Preliminary Engineering	628	0	0	0	0	0	0	0	0
SR 20 (US 27) FROM WEST OF CR 259 TO W OF SR 57 (US 19)	Resurfacing	2,744	4230811		Construction	0	0	0	4,257	0	0	0	0	0
SR 20 (US 27) FROM WEST OF J.C. LEE ROAD TO MADISON COUNTY LINE	Resurfacing	.926	4216381		Construction	0	1,547	0	0	0	0	0	0	0
SR 30 (US 98) FROM WAKULLA COUNTY LINE TO TAYLOR COUNTY LINE	Resurfacing	7,412	4192951		Construction	6,576	0	0	0	0	0	0	0	0
SR 59 GAMBLE ROAD FROM NORTH SR 20 (US 27) TO BEGIN I-10 PAVING	Resurfacing	5,439	4246081		Preliminary Engineering	660	0	0	0	0	0	0	0	0
SR 59 GAMBLE ROAD FROM NORTH SR 20 (US 27) TO BEGIN I-10 PAVING	Resurfacing	5,439	4246081		Construction	0	0	0	4,641	0	0	0	0	0
Jefferson County														
CR 149A DILLS ROAD FROM CR 149 BOSTON HWY TO BROCK ROAD	Resurfacing	6,081	4248761		Construction	1,324	0	0	0	0	0	0	0	0
CR 158B NASH ROAD FROM CR 259 WAUKEENAH HWY TO SR 57 (US 19)	Resurfacing	1,919	4248781		Construction	418	0	0	0	0	0	0	0	0

Highways: Off State Hwy Sys/Off Fed Sys

Jefferson County Maintenance: Interstate  
 Jefferson County Maintenance: State Highways

Project Description	Code	Category	1988	1989	1990	1991	1992	1993	1994
JEFFERSON COUNTY LITTER REMOVAL INTERSTATE	4237111	Routine Maintenance	74	0	0	0	0	0	0
JEFFERSON COUNTY LITTER REMOVAL PRIMARY	4237121	Routine Maintenance	125	0	0	0	0	0	0
JEFFERSON COUNTY LITTER REMOVAL TRANSPORTATION DISADVANTAGED		Transportation Disadvantaged							

JEFFERSON CO. LCB ASSISTANCE COMMISSION TD	2271022	Td Commission - Capital	18	18	19	19	19	19	19
JEFFERSON CO. TD COMMISSION TRIP AND EQUIPMENT GRANT	2271021	Td Commission - Capital	154	156	158	142	142		

Projects affected by March Rec  
 Projects affected by Edmalks

RESOLUTION NO. 2009- 080609-02

**A RESOLUTION OF JEFFERSON COUNTY, FLORIDA  
APPROVING THE FORM OF AN INTERLOCAL  
AGREEMENT AS A CONDITION OF MEMBERSHIP WITHIN  
THE NORTH FLORIDA BROADBAND AUTHORITY;  
AUTHORIZING EXECUTION OF THE INTERLOCAL  
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY FOR THE RESOLUTION.** This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

**SECTION 2. FINDINGS.** Jefferson County, Florida (the "County"), does hereby find and determine that:

(A) Pursuant to that certain Interlocal Agreement Relating to Establishment of the North Florida Broadband Authority, dated as of August 10, 2009 (the "Interlocal Agreement"), the North Florida Broadband Authority (the "Authority") is being created to finance, operate, construct, and manage broadband infrastructure facilities within the North Florida region, including the North Florida Rural Area of Critical Economic Concern.

(B) Pursuant to section 3.01 of the Interlocal Agreement, the County now desires to become a member of the Authority.

(C) In order to properly document the admission of the County to membership in the Authority, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement.

(D) The County's membership in the Authority shall become effective upon the execution of the Interlocal Agreement by the initial Authority Members.

(E) The County's approval of this Resolution shall also evidence its support and approval of the application of the North Florida Broadband Authority for federal broadband stimulus funding pursuant to the American Recovery and Reinvestment Act of 2009.

**SECTION 3. APPROVAL OF FORM OF INTERLOCAL AGREEMENT.** The form, terms, and provisions of the Interlocal Agreement, in substantially the form submitted to this meeting and attached hereto as Exhibit A, be and the same hereby are approved. The Chairman of the Board of County Commissioners of the County and the Clerk of the County are hereby authorized and directed to execute and deliver said Agreement in the name and on behalf of the County, which such changes, amendments, modifications, omissions, and

additions as approved by the Chairman. Execution by said Chairman shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**SECTION 4. FILING OF INTERLOCAL AGREEMENT.** Upon execution of the Interlocal Agreement by the County and the other initial Authority Members, the Clerk of the County is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in the County and the Clerk of the Circuit Court in Leon County, Florida, as required by section 163.01(11), Florida Statutes.

**SECTION 5. DESIGNATION OF AUTHORITY REPRESENTATIVES.** The County Commission hereby appoints \_\_\_\_\_, as an Authority Director to act on the County's behalf on the Authority's Board of Directors. The County Commission hereby appoints \_\_\_\_\_ as an Alternate Authority Director to act on the County's behalf on the Authority Board in the absence or unavailability of the Authority Director. If the Commission determines that it is no longer in the County's best interest to have an Authority Director seated on the Authority's Board, the County may elect to remove its Authority Director from the Board, as provided in the Interlocal Agreement.

**SECTION 6. GENERAL AUTHORITY.** The members of the County Commission and the officers, attorneys, and other agents or employees of the County are hereby authorized to do all acts and things required of them by this Resolution and Interlocal Agreement, or desirable or consistent with the requirements hereof or thereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, and each member, employee, attorney and officer of the County and the County Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder and under the Interlocal Agreement.

**SECTION 7. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions contained herein shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

Duly adopted this 6<sup>th</sup> day of August, 2009.

**JEFFERSON COUNTY, FLORIDA**

\_\_\_\_\_  
**Chairman**

**ATTEST**

\_\_\_\_\_  
**Clerk**

**EXHIBIT A**  
**FORM OF INTERLOCAL AGREEMENT**

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**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
NORTH FLORIDA BROADBAND AUTHORITY**

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**Among**

**[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON  
OR BEFORE AUGUST 10, 2009]**

**Dated as of August 10, 2009**



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**INTERLOCAL AGREEMENT RELATING TO  
ESTABLISHMENT OF THE  
NORTH FLORIDA BROADBAND AUTHORITY**

**THIS INTERLOCAL AGREEMENT**, dated as of August 10, 2009 (the "Interlocal Agreement"), is entered into among a certain number of local governmental units executing this Interlocal Agreement, each one constituting either a county or municipal corporation located in the State of Florida, and constituting a "public agency" under Part I of Chapter 163, Florida Statutes, which shall on the date hereof be **[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON OR BEFORE AUGUST 10, 2009]** (collectively, the "Authority Members"), as evidenced by the signatures of their authorized representatives hereto;

**WITNESSETH:**

**WHEREAS**, each of the Authority Members have the power to acquire, own, improve, operate and maintain public utility facilities, including broadband facilities and services, pursuant to their Florida Constitutional powers of local self government, Section 125.01, Florida Statutes (in the case of counties), or Section 166.021, Florida Statutes (in the case of municipal corporations); and

**WHEREAS**, Part I of Chapter 163, Florida Statutes (the "Interlocal Act"), permits the Authority Members, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such Authority Members share in common and which each might exercise separately, permitting the Authority Members to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will best serve geographic, economic, population and other factors influencing the needs and development of such Authority Members; and

**WHEREAS**, Section 163.01(7)(g), Florida Statutes, authorizes the Authority Members pursuant to an interlocal agreement to create a separate legal entity to exercise the common power of the Authority Members to acquire, own, improve, operate and maintain broadband facilities; and

**WHEREAS**, the Authority Members have determined that it is in their best interests to create such a legal entity to create, acquire, own, improve, operate and maintain broadband utilities (collectively, "Broadband Facilities"), for the following reasons:

(1) Section 288.0656(7), Florida Statutes authorizes the Governor to designate rural areas of critical economic concern within the State comprised of communities that are struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety.

(2) The North Florida Rural Area of Critical Economic Concern (the "RACEC") was originally created in 2003 and renewed pursuant to Executive Order Number 08-132 issued by Governor Charlie Crist on June 11, 2008. The RACEC is comprised of 14 counties in the North Florida region. The RACEC region currently has inadequate and unreliable access to Broadband facilities and services.

(3) Recent surveys indicate that less than half of the residents of the State of Florida have broadband access to the internet. Access to broadband is critical for the State's residents, not only because of the increased educational, regional development and employment opportunities that follow from high speed multi megabit broadband access, but also from a public safety perspective by providing for video surveillance and assisting in the preparation for and dealing with the impacts of natural disasters such as hurricanes.

(4) Availability and access to reliable, high-speed internet and other network connectivity is a critical infrastructure component necessary to attract new business and industry into the RACEC and to ensure that existing residents and businesses are competitive in today's state, national and global business and industrial environments. The expansion of publicly available broadband infrastructure in the RACEC is a critical element in the growth and long term economic competitiveness of the North Florida region.

(5) The capability of providing new or redundant, facilities based, internet access is a critical communications component for both public and private sector entities in each county in the RACEC.

(6) Creating, expanding and continually upgrading Broadband Middle Mile and Last Mile infrastructure in the North Florida region will also benefit public sector services such as Critical Community Facilities and Community Anchor Institutions through enhanced access to information and technologies. The measurement of Broadband availability on a per capita basis within the North Florida region will be an important factor in the Region's ongoing economic recovery, stability and viability.

(7) Pursuant to the American Recovery and Reinvestment Act of 2009, economic stimulus funding has been made available by the federal government for the creation of widespread open access to broadband facilities and services in recognition of the importance

of access to broadband services to economic development and the quality of life of all Americans.

(8) The establishment of the legal entity, in the form of the hereinafter described Authority, will enable the Authority Members to cooperatively apply for stimulus funding for establishing Broadband facilities to serve the region. Creation of the Authority will also ensure that the Authority Members play a role in deploying broadband infrastructure and high speed internet access throughout the North Florida region to provide reliable, cost effective internet services for the residents and businesses in the region.

**NOW, THEREFORE**, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the Authority Members, that now or may hereafter execute this Interlocal Agreement, that the "North Florida Broadband Authority," a legal entity and public body and a unit of local government with all of the privileges, benefits, powers and terms of the hereinafter defined Act and this Interlocal Agreement, is hereby created for the purposes described herein, as follows:

## ARTICLE I

### DEFINITIONS

**SECTION 1.01. DEFINITIONS.** The following definitions shall govern the interpretation of this Interlocal Agreement:

**"Act"** shall mean, collectively, Section 125.01, Florida Statutes (in the case of counties), Section 166.021, Florida Statutes (in the case of municipal corporations), the Interlocal Act, any Charters of Authority Members, and other applicable provisions of law.

**"Authority"** shall mean the North Florida Broadband Authority, a legal entity and public body created pursuant to the provisions of this Interlocal Agreement and the Act.

**"Authority Facilities"** shall mean the Authority's broadband distribution facilities and property, including Middle Mile and Last Mile infrastructure facilities, as they may be modified, improved or expanded from time to time, which are owned, leased, operated, managed and/or used, from time to time, by the Authority. Authority Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the Authority in connection with the provision of broadband facilities and services.

**"Authority Member"** or **"Authority Members"** shall mean the member or members of the Authority, from time to time, as shall be provided for by this Interlocal Agreement. The Authority Members shall on the date hereof be [COUNTY], Florida, [COUNTY], Florida, [CITY], Florida, and [CITY], Florida.

**"Board"** shall mean the governing board of the Authority, consisting of the Directors appointed hereunder.

**"Broadband"** shall mean a high-speed, high-capacity transmission medium that can carry two-way data transmission with minimum advertised speeds of at least 768 kilobits per second (kbps) downstream and at least 200 kbps upstream to end users, or providing sufficient capacity in a Middle Mile project to support the provision of broadband service to end users.

**"Broadband Facilities Operator"** shall mean the individual or entity selected and employed by the Board to serve as the operator of the Authority Facilities.

**“Community Anchor Institutions”** shall mean schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of Broadband service by vulnerable populations, including low income, unemployed and the aged.

**“Cost”** when used in connection with a Project, shall mean (1) the Authority's cost of construction; (2) costs of acquisition by or for the Authority of such Project; (3) costs of land and interests thereon and the cost of the Authority incidental to such acquisition; (4) the cost of any indemnity and/or surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Obligations relating to the Project during the period of acquisition and construction of such Project and for a reasonable period subsequent to completion of acquisition and construction as the Board may determine by resolution; (6) engineering, legal and other consulting fees and expenses; (7) costs and expenses of the financing incurred for such Project, including audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, credit enhancers or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project; (9) costs of machinery, equipment, supplies and spare parts required by the Authority for the commencement of operation of such Project or continuation of operation of such Project; and (10) any other costs properly attributable to such Project or to the issuance of Obligations which finance such Project, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the Authority for any such items of cost paid by the Authority prior to issuance of the Obligations issued to finance such Project. Additional items of cost may be provided pursuant to the Financing Documents.

**“Critical Community Facilities”** shall mean public facilities that provide community services essential for supporting the safety, health and well-being of residents, including, but not limited to, emergency response and other public safety activities, hospitals and clinics, libraries and schools.

**“Director”** shall mean that individual appointed in accordance with the provisions hereof to serve as part of the Board. “Director” shall also include an alternate who is appointed to fill such role by an Authority Member.

**“Financing Documents”** shall mean the resolution or resolutions duly adopted by the Authority, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the Obligations.



**"Fiscal Year"** shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

**"General Manager"** shall mean the individual or entity selected and employed by the Board to serve the Authority in such capacity.

**"Interlocal Act"** shall mean Part I of Chapter 163, Florida Statutes.

**"Interlocal Agreement"** shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**"Last Mile"** shall mean any infrastructure project, the predominant purpose of which is to provide Broadband service to end users or end user devices (including households, businesses, Community Anchor Institutions, public safety entities and Critical Community Facilities.)

**"Middle Mile"** shall mean a Broadband infrastructure project that does not predominantly provide Broadband service to end users or the end user devices, and may include interoffice transport, backhaul, internet connectivity, or special access.

**"Obligations"** shall mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the Authority issued hereunder and pursuant to the Financing Documents.

**"Pledged Funds"** shall mean (1) the revenues, fees, charges and other moneys received by the Authority or its designee relating to its ownership or operation of the Authority Facilities, or some portion thereof, (2) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and subaccounts established thereby, including investments therein, and (3) such other property, assets and moneys of the Authority as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations.

**"Project"** shall mean any structure, property or facility which the Authority, from time to time, may determine to construct or acquire as part of its Authority Facilities, together with all improvements, equipment, structures and other facilities necessary or appropriate in connection therewith. This term is to be broadly construed so as to include any lawful undertaking which will accrue to the benefit of the Authority Facilities, including joint

ventures and acquisitions of partial interests or contractual rights. "Project" may also include working capital, as well as any costs or judgments associated with litigation.

**"Public Agencies"** shall mean any "public agency", as defined in the Interlocal Act.

**"RACEC"** shall mean the Rural Area of Critical Economic Concern created pursuant to Executive Order Number 08-132 issued by Governor Charlie Crist on June 8, 2008. The RACEC is comprised of the area within the boundaries of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union.

**"Service Area"** shall mean the geographic boundaries within which the Authority provides Broadband Middle Mile and/or Last Mile facilities or services.

**"State"** shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

## ARTICLE II

### THE AUTHORITY

**SECTION 2.01. CREATION.** The Authority Members hereby create and establish the "North Florida Broadband Authority", a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

**SECTION 2.02. PURPOSES.** (A) The purpose of this Interlocal Agreement is for the establishment of the Authority in order to: (i) develop, construct and maintain Broadband Middle Mile and Last Mile infrastructure facilities throughout the North Florida region, including, but not limited to, the North Florida RACEC; (ii) acquire, construct, own, improve, operate, manage and/or maintain the Authority Facilities; (iii) provide the most economic, open access and efficient Broadband infrastructure and services throughout the Service Area in a non-discriminatory manner; and (iv) make provision quality of service (service level agreements) and rates for access to the Authority's Broadband capacity, facilities and services, as applicable.

(B) The creation and organization of the Authority and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of this State, affected Public Agencies and their constituents, and the persons or entities served by the Authority Facilities. The Authority is performing an essential governmental function. All property of the Authority is and shall in all respects be considered to be public property, and the title to such property shall be held by the Authority for the benefit of the public. The use of such property shall be considered to serve a public purpose, until disposed of upon such terms as the Authority may deem appropriate. Insofar as provided for by law, all Obligations and interest or income thereon and all the property, facilities, services, activities and revenues of the Authority are declared to be nontaxable for any and all purposes by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued by or on behalf of the Authority Members or a Public Agency.

**SECTION 2.03. AUTHORITY MEMBERS.** The Authority Members shall consist of those Public Agencies as provided in Article III hereof.

**SECTION 2.04. DURATION OF AUTHORITY.** The Authority shall exist so long as any portion of the Authority Facilities is owned, operated, leased or managed by the Authority or the Authority has Obligations outstanding. At such time as the Authority no longer owns, operates, leases or manages any portion of the Authority Facilities and no Obligations are outstanding, the Authority may dissolve by majority vote of the Board. In

the event of dissolution, any assets of the Authority shall be allocated among the Authority Members equally at the time of such termination.

## **ARTICLE III**

### **MEMBERSHIP AND REPRESENTATION**

**SECTION 3.01. MEMBERSHIP.** (A) Membership in the Authority shall consist of those Public Agencies selected pursuant to this Article III.

(B) The initial Authority Members shall on the date hereof consist of: **[INSERT ALL COUNTIES AND CITIES APPROVING EXECUTION ON OR BEFORE AUGUST 10, 2009]**.

(C) To the extent permitted by the Interlocal Act, the Authority may admit any additional Public Agency to membership upon application of such Public Agency and the affirmative vote of the majority plus one of all Directors at a duly called meeting of the Authority. This Interlocal Agreement need not be amended in order to admit any Public Agency as an Authority Member. Approval of the governing bodies of the Authority Members shall not be required to admit a new Authority Member.

(D) As a precondition to membership in the Authority, each Authority Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Authority. Such new Authority Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement. Authority Members may be admitted regardless of whether any Authority Facilities are located within the jurisdiction of such Authority Member.

**SECTION 3.02. REPRESENTATION.** (A) Each Authority Member shall be entitled to appoint one Director to act on its behalf on the Board. In the event the Authority Member elects not to appoint a Director to the Board, such Authority Member shall not be counted toward the quorum required pursuant to Section 3.03. Each Director shall be an individual who shall be appointed specifically by name or by position. In addition, each Authority Member may appoint an alternate Director to serve in the absence or unavailability of the Director.

(B) In the event the Director of an Authority Member shall resign or be removed, such Authority Member shall appoint a new Director within thirty (30) calendar days. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has appointed an alternate Director, such alternate Director shall serve in the capacity as Director. In the event such Authority Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Authority Member has not appointed an alternate Director,

the Board may appoint such Director who shall serve until such time as such affected Authority Member shall appoint a new Director; provided any new Director appointed by the Board shall be a resident of such Authority Member. Any Director who is absent for three (3) consecutive meetings of the Board shall be deemed to have resigned.

(C) Each Authority Member, in its sole discretion, may remove its Director at any time and may appoint a new Director to serve on the Board upon notice being given to the Authority as provided by Section 3.06(A) hereof for resignation of a Director.

(D) Directors may be an elected official, appointed official, employee or other designee of an Authority Member.

(E) Any Director may be removed upon the affirmative vote of at least two-thirds (2/3) of all Directors at a duly called meeting of the Authority.

**SECTION 3.03. ACTION.** (A) The affairs, actions and duties of the Authority shall be undertaken at a duly called meeting pursuant to Section 3.08 hereof.

(B) At any meeting of the Authority at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Authority, except as otherwise provided herein.

(C) A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other person of the Authority as may be hereafter designated and authorized by the Board shall be evidence of the action of the Authority and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

**SECTION 3.04. ELECTION OF OFFICERS.** Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Authority through its Directors shall elect a Chairman, a Vice-Chairman and Secretary-Treasurer to conduct the meetings of the Authority and to perform such other functions as herein provided. At the discretion of the Board, the General Manager (or representative thereof) may be appointed as the Secretary-Treasurer. Said Chairman, Vice-Chairman and Secretary-Treasurer shall serve one (1) year terms unless they resign from the Authority or such officer is replaced by the Board.

**SECTION 3.05. AUTHORITY OF OFFICERS.** (A) The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on

behalf of the Authority and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

(B) The Secretary-Treasurer, or his designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Authority shall be sent by the Secretary-Treasurer or his designee to all Directors to the Authority. The Secretary-Treasurer may also attest to the execution of documents. The Secretary-Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

**SECTION 3.06. RESIGNATION.** (A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) calendar days prior written notice sent by registered mail to the General Manager. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Any resigning Director who is an officer of the Authority shall immediately turn over and deliver to the General Manager any and all records, books, documents or other property in his possession or under his control which belong to the Authority.

**SECTION 3.07. POWERS AND DUTIES OF THE BOARD.** The Board shall act as the governing board of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

(A) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(B) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or to the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Interlocal Agreement.

(C) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.

(D) To create any and all necessary offices in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Authority.

(E) To select and employ a General Manager, who shall administer the affairs and manage the staff of the Authority with Board approval, and perform all other administrative duties as directed by the Board.

(F) To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Authority.

(G) To select and employ a Broadband Facilities Operator, who shall oversee the creation, construction, operation and maintenance of the Authority Facilities.

(H) To amend the Authority's name, as permitted by law.

**SECTION 3.08. MEETINGS.** (A) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the General Manager not less than seven (7) calendar days prior to the date of such meeting; provided the Chairman or, in his absence or unavailability, the Vice-Chairman, may call a meeting upon twenty-four (24) hours written notice, if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law.

(B) Within thirty (30) calendar days of the creation of the Authority, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

**SECTION 3.09. WITHDRAWAL OR DISMISSAL OF AUTHORITY MEMBERS.** (A) Any Authority Member may withdraw from the Authority at any time, if the following conditions are satisfied: (i) there shall be at least two (2) Authority Members remaining in the Authority subsequent to withdrawal, and (ii) a certified resolution from the Authority Member's governing body setting forth its intent to withdraw is presented to the Authority. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

(B) Any Authority Member may be dismissed from the Authority by majority vote of all Directors unless subsequent to dismissal there shall be less than two (2) Authority Members remaining in the Authority.

**SECTION 3.10. EXPENSES.** The Authority may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by Authority Members, Directors and employees of the Authority.



**SECTION 3.11. LIABILITY.** No Director, agent, officer, official or employee of the Authority shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer, official or employee of the Authority.

## ARTICLE IV

### POWERS AND DUTIES

**SECTION 4.01. POWERS.** (A) The Authority shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

(i) To acquire, construct, own, lease, operate, manage, maintain, dispose of, improve and expand the Authority Facilities, and to have the exclusive control and jurisdiction thereof.

(ii) To the extent required by law, to provide for compliance and reporting for Broadband services in the Service Area of the Authority.

(iii) To fix, levy and collect rates, fees and other charges from persons or property, or both, for the use of the capacity, services, facilities and product of the Authority Facilities or to pay the operating or financing costs of the Authority Facilities available to potential users; to fix and collect charges for making connections with and/or provisioning of the Authority Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent, all as more specifically described in Section 4.03 hereof.

(iv) To contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate from time to time.

(v) To acquire such lands and rights and interests therein, including lands under water and riparian rights and to acquire such personal property as the Authority may deem necessary and appropriate in connection with the acquisition, ownership, expansion, improvement, operation and maintenance of the Authority Facilities and to hold and dispose of all real and personal property under its control. To the extent the power of eminent domain is available to the Authority in accordance with applicable law, in particular the Interlocal Act, such power may be exercised by the Authority both within and outside the Service Areas of the Authority Facilities for the purpose of carrying out the intent of this Interlocal Agreement.

(vi) To exercise exclusive jurisdiction, control and supervision over the Authority Facilities and to make and enforce such rules and regulations for the

maintenance, management and operation of the Authority Facilities as may be, in the judgment of the Board, necessary or desirable for the efficient operation of the Authority Facilities in accomplishing the purposes of this Interlocal Agreement.

(vii) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities in the exercise of common powers or to assist the Authority in acquiring land and rights or interests therein.

(viii) To contract with private or public entities or persons to provide, access or capacity to Middle Mile Broadband infrastructure facilities and/or Last Mile Broadband infrastructure facilities and services, as applicable. To contract with any private or public entity or person for the operation or management of the Authority Facilities.

(ix) To accomplish construction directly or by letting construction contracts to other entities, whether public or private, for all or any part of the construction of improvements to the Authority Facilities as determined by the Board in accordance with applicable law.

(x) To construct, maintain and operate co-location facilities, points of presence, tower/rooftop facilities, network access points and other evolving Broadband facilities, technologies and services throughout the Service Area of the Authority.

(xi) Subject to such provisions and restrictions as may be set forth in any Financing Document, to enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, authority, political subdivision, private corporation, partnership, association or individual providing for or relating to the provision of Middle Mile Broadband infrastructure or Last Mile Broadband infrastructure and services and any other matters relevant thereto or otherwise necessary to effect the purposes of this Interlocal Agreement. To receive and accept from any federal or State agency, grants or loans for or in aid of the planning, construction, reconstruction or financing of improvements, additions or extensions to the Authority Facilities and to receive and accept aid or contributions or loans from any other source of either money, labor or other things of value, to be held, used and applied only for the purpose for which such grants, contributions or loans may be made.

(xii) To sue and be sued in the name of the Authority.

- (xiii) To adopt and use a seal and authorize the use of a facsimile thereof.
- (xiv) To contract with any public or private entity or person to manage and operate the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate.
- (xv) Subject to such provisions and restrictions as may be set forth herein and in any Financing Document, to sell or otherwise dispose of the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate. To enter into contracts and agreements to effect such dispositions.
- (xvi) To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein.
- (xvii) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.
- (xviii) To provide such retirement benefits and program as the Board deems appropriate.
- (xix) To maintain an office or offices at such place or places as the Board may designate from time to time.
- (xx) To hold, control and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Interlocal Agreement and to make use of such easements, dedications and reservations for any of the purposes authorized by this Interlocal Agreement.
- (xxi) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Interlocal Agreement.
- (xxii) To borrow money and issue bonds, certificates, warrants, notes, obligations or other evidence of indebtedness.

(xxiii) To apply for and accept grants, loans and subsidies from any governmental entity for the acquisition, construction, operation and maintenance of the Authority Facilities, and to comply with all requirements and conditions imposed in connection therewith.

(xxiv) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

(xxv) To invest its moneys in such investments as directed by the Board in accordance with State law and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

(xxvi) To purchase such insurance as it deems appropriate.

(xxvii) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement the Board shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) The provisions of Chapter 120, Florida Statutes, shall not apply to the Authority.

**SECTION 4.02. ANNUAL BUDGET.** (A) Prior to October 1 of each year the Board will adopt an annual budget for the Authority. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority. The General Manager shall prepare the annual budget. The annual budget shall contain a five-year capital improvement plan for the Authority Facilities.

(B) The Board shall publish a notice of the meeting in which the annual budget is to be adopted, which notice shall be published once a week for two (2) consecutive weeks thirty (30) days prior to the date of the hearing in a newspaper qualified to accept legal advertisement within each county in the jurisdiction of the Authority. A copy of the proposed budget indicating the five-year capital plan for the Authority Facilities and a notice

of the time and place of the Board meeting at which the annual budget is to be adopted shall be provided to each Authority Member prior to the first publication date.

(C) The adopted budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(D) The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

(E) The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report of the Authority Facilities, including all matters relating to expansions, acquisitions, rates, revenues, expenses, principal and interest requirements of the Obligations and the status of all funds and accounts. Copies of such report shall be filed with the Secretary-Treasurer and shall be open to public inspection. The report shall be known as the "Annual Authority Facilities Report". The Annual Authority Facilities Report may be included as a part of any other report or reports required by law or may be issued separately. The Secretary-Treasurer shall provide each Authority Member with a copy of the Annual Authority Facilities Report.

**SECTION 4.03. ADOPTION OF RATES, FEES OR OTHER CHARGES.** The Board shall adopt by resolution a schedule of rates, fees or other charges for the use of the capacity, facilities, services and products of the Authority Facilities and charges for making connections with and/or provisioning of the Authority Facilities and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent.

**SECTION 4.04. OBLIGATIONS.** (A) The Board shall have the power and it is hereby authorized to provide pursuant to the Financing Documents, at one time or from time to time in series, for the issuance of Obligations of the Authority, or notes in anticipation thereof, for one or more of the following purposes:

- (i) Paying all or part of the Cost of one or more Projects,
- (ii) Refunding any bonds or other indebtedness of the Authority,
- (iii) Assuming or repaying the indebtedness relating to Authority Facilities, acquired or leased by the Authority from a public or private entity,
- (iv) Setting aside moneys in a renewal or replacement account,

- (v) Funding a debt service reserve account,
- (vi) Capitalizing interest on the Obligations,
- (vii) Paying costs of issuance relating to the Obligations, and
- (viii) Any other purpose relating to this Interlocal Agreement.

The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to the Financing Documents. The Authority may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority.

(B) The Obligations of each series shall be dated, shall bear interest and such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions, all as shall be determined by the Board pursuant to the Financing Documents. The Board shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or a facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The Board may sell Obligations in such manner and for such price as it may determine to be in the best interest of the Authority in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board determines to be appropriate pursuant to the Financing Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

(C) Prior to the preparation of definitive Obligations of any series, the Board may issue interim receipts, interim certificates or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Board may also provide for the replacement of any Obligation which shall become mutilated, or be destroyed or lost. Obligations may be issued without any other

proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Interlocal Agreement, the Financing Documents or other applicable laws.

(D) The proceeds of any series of Obligations shall be used for such purposes, and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide pursuant to the Financing Documents.

(E) The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be prescribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations and the Pledged Funds as the Board deems appropriate and which shall not be inconsistent herewith.

(F) Obligations shall not be deemed to constitute a general obligation debt of the Authority or the Authority Members or a pledge of the faith and credit of the Authority or any of the Authority Members, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The issuance of Obligations shall not directly or indirectly or contingently obligate the Authority or any of the Authority Members to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any of the Authority Members to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the Authority or any of the Authority Members, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority or any of the Authority Members, except the Pledged Funds in accordance with the terms of the Financing Documents.

(G) All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the Authority in such manner as provided in the Financing Documents.

(H) Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce any and all rights under the laws of the State or granted hereunder or under the Financing Documents, and may enforce and compel the performance of all agreements or covenants required by this Interlocal Agreement, or by such Financing Documents, to be performed by the Authority or by any officer thereof.



(I) The Obligations may be validated, at the sole discretion of the Board, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board.

(J) In addition to the other provisions and requirements of this Interlocal Agreement, any Financing Documents may contain such provisions as the Board deems appropriate.

(K) All Obligations issued hereunder shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by this Interlocal Agreement, the Financing Documents and general law. The provisions of the Financing Documents shall constitute an irrevocable contract between the Authority and the holders of the Obligations issued pursuant to the provisions thereof.

(L) Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions hereof.

(M) The Board may enter into such swap, hedge or other similar arrangements relating to any Obligations as it deems appropriate.

**SECTION 4.05. AD VALOREM TAXATION NOT AUTHORIZED.** The Authority shall not have the power to levy and assess an ad valorem tax on any property within the Service Areas for any reason.

**SECTION 4.06. AUTHORITY APPROVAL OF CONSTRUCTION OF BROADBAND FACILITIES.** The Board may adopt all necessary regulations by resolution that provide design and construction specifications and procedures for Authority Facilities.

**SECTION 4.07. CONDUIT TRANSACTIONS.** In addition to the powers granted to the Authority hereunder, including the power to issue Obligations pursuant to this Article IV, the Authority may issue Obligations, to the extent permitted by law, for the principal purpose of loaning the proceeds thereof to a public or private entity, which shall finance or refinance the acquisition and construction of Broadband infrastructure facilities. Such Obligations shall be secured in such manner as determined by the Board. Such security may include moneys received pursuant to a loan agreement between the Authority and such public or private entity. Such Obligations shall have the terms provided in Section 4.04 hereof.

## ARTICLE V

### MISCELLANEOUS

**SECTION 5.01. DELEGATION OF DUTY.** Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of the State or the Authority Members or any officers thereof.

**SECTION 5.02. FILING.** A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in each county wherein an Authority Member is located.

**SECTION 5.03. IMMUNITY.** (A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the Authority Members shall apply to the officials, officers, agents or employees of the Authority when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The Authority Members intend to utilize Sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. Pursuant to Section 163.01(5)(o), Florida Statutes, Authority Members may not be held jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that the Authority alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Authority Members intend that the Authority shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**SECTION 5.04. LIMITED LIABILITY.** No Authority Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Authority, the Directors or any other agents, employees, officers or officials of the Authority, except to the extent otherwise mutually agreed upon, and neither the Authority, the Directors or any other agents, employees, officers or officials of the Authority have any authority or power to otherwise obligate any individual Authority Member in any manner.

**SECTION 5.05. AMENDMENTS.** This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting of the Authority and subsequent ratification by the governing body of each Authority Member. However, this Interlocal Agreement may not be amended so as to (A) permit any profits of the Authority to inure to the benefit of any private person, (B) permit the diversion or application of any of the moneys or other assets of the Authority for any purposes other than those specified herein, (C) adversely affect the tax-exempt status, if applicable, of interest on the Obligations, or (D) materially, adversely affect the security for any Obligations.

**SECTION 5.06. SEVERABILITY.** In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

**SECTION 5.07. CONTROLLING LAW.** This Interlocal Agreement shall be construed and governed by Florida law.

**SECTION 5.08. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the later of (A) the dated date hereof or (B) the date the last initial Authority Member executes this Interlocal Agreement and the filing requirements of Section 5.02 hereof are satisfied.

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the Authority Members by their authorized officers or officials on this \_\_\_\_ day of \_\_\_\_\_, 2009.

**JEFFERSON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

**Jefferson County Solid Waste Department  
1591 Waukeenah Street  
Monticello, FL 32344  
(850) 342-0184**

**Date: July 27, 2009**

**To: County Commissioners/Roy Schleicher**

**From: Beth Thorne/Solid Waste Director**

**Subject: Request to purchase a replacement Inmate Transport Truck**

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Our current inmate transport vehicle is a 1999 Chevrolet 3500 4 door truck with 120000 miles. It is still in good condition and well maintained and we would like to keep this vehicle in our fleet to replace our car L-9 that is literally falling apart.

We would like to purchase a 2010 Ford F250 4 door off of the State Contract. The price is \$26,909.00. We would like to purchase this vehicle out of the Small County Consolidated Grant. In comparing the prices of the Chevrolet, Dodge and Ford the Ford was the least expensive of the three.