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# BOARD OF COUNTY COMMISSIONERS

**THE KEYSTONE COUNTY-ESTABLISHED 1827**

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"  
Bishop**

District 1, Vice-Chair

**John Nelson, Sr.**

District 2

**Hines F. Boyd**

District 3

**Betsy Barfield**

District 4, Chair

**Stephen Walker**

District 5

**Regular Session Agenda  
July 1, 2014 at the Courthouse Annex  
435 W. Walnut St. Monticello, FL 32344**

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
3. **Consent Agenda**
  - a) **Approval of Agenda**
  - b) **Minutes of June 17, 2014 Regular Session**
4. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
5. **General Business**
  - a) **Florida Pace Funding Program Presentation/Agreement/Resolution** – Lisa Miller/Chair Barfield
  - b) **Proposed Financial Policies** – Finance Director Charles Culp/Clerk's Office
  - c) **Wacissa Dam Recognition as Historical Landmark** – Commissioner Walker
6. **County Coordinator**
  - a) **Library & EMS Grants Budget Amendments**
7. **Commissioner Discussion Items**
8. **Adjourn**

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

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

**Kirk Reams**  
Clerk of Courts

**Parrish Barwick**  
County Coordinator

**T. Buckingham Bird**  
County Attorney

## **ITEM 3: CONSENT AGENDA MATERIALS**

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
June 17, 2014

The Board met this date in regular session. Present were Chairperson Betsy Barfield, Commissioners Benjamin “Benny” Bishop, Hines Boyd and John Nelson. Also present were County Coordinator Parrish Barwick, County Attorney Buck Bird, Land Attorney Scott Shirley and Chief Deputy Clerk Tyler McNeill.

**ITEM 2: Public Announcements, Presentations & Awards**

1. Item 2(a) was postponed until Commissioner Nelson arrived at the meeting.
2. Citizen Paul Henry announced a fundraiser to benefit the three people injured in the recent Taylor County shooting at the Ford dealership, including Officer Lundy. He stated that the Ford dealership would be raffling an F150.

**ITEM 3: Consent Agenda**

3. **On motion by Commissioner Boyd, seconded by Commissioner Bishop and unanimously carried (3-0; Nelson and Walker not present), the Board approved the consent agenda, consisting of the Approval of the Agenda and the Minutes of the May 20<sup>th</sup> and June 3<sup>rd</sup> Regular Sessions.**

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

4. Citizen Martha Lamar inquired about the condition of Lamar Road. Commissioner Bishop stated he was aware of the road’s condition but that it was a private road. County Coordinator Parrish Barwick stated this is the first road where a citizen is taking steps to get other residents involved in hopes of eventually getting the county to perform maintenance for a fee. Commissioner Boyd stated that a year ago the County would not have been able to help but that now the citizens had options.

**ITEM 2a: Recognition of Janaysia Jennings**

5. Commissioner Nelson recognized Ms. Janaysia Jennings for her kind words and patriotism on Memorial Day. He also recognized her grandfather, a fellow Vietnam veteran.

**ITEM 6: PUBLIC HEARING: Granny-Flat Tax Ordinance**

6. County Attorney Buck Bird introduced this item and provided a brief history of this ordinance. **On motion by Commissioner Boyd, seconded by Commissioner Nelson and unanimously carried (4-0; Walker not present), the Board approved Ordinance No. 2014-061714-01.**

**ITEM 5a: Action on Jefferson County Vision ACTION Plan**

7. Director of Economic Development Julie Conley stated she was ready to submit the Vision ACTION plan to the Division of Economic Opportunity. Marcia Elder gave a brief presentation on the Vision ACTION plan that covered the Planning and Administration of the plan as well as the strategic priorities. **Commissioner Boyd made**

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**a motion to approve the submission of the plan, to which Commissioner Nelson seconded for discussion.** Commissioner Bishop inquired as to why the County needed this plan, to which Julie Conley replied it now gave specific/tangible actions/goals for the Economic Development Council and different groups to achieve. Commissioner Boyd noted that the plan outlines how all groups can work together to move the County in the direction it needs to go. **The above motion was unanimously carried (4-0; Walker not present).** Chairperson Barfield requested a quarterly update on the plan.

**ITEM 5b: Library Repairs Budget Request**

8. Library Director Kitty Brooks gave a presentation on the various services that the public library currently provides. She noted that the state aid came in higher than anticipated whereas the county has often received a cut in the amount of aid. She stated her desire to renovate the library in order to utilize the space more efficiently. Mrs. Brooks introduced consultant Jeff Hunt with Library Interiors of Florida. Mr. Hunt stated that the current facility was one of the better spaces for repurposing and was real asset to the community. He stated he was in the process of measuring the space, inventorying the contents and reviewing the activities/functions of the library. He stated the primary objective was to improve the function of the library, but the secondary objective would be improving the appearance. Commissioner Nelson noted that the library was heavily used. Commissioner Boyd stated it was not just a library but also a community center. Mrs. Brooks provided a document with a proposed budget amendment using the state aid surplus and corresponding figures for a renovation. In addition to this budget amendment, she requested \$30,000 additional funds for carpet and new air conditioning in the Community Room. Librarian Natalie Binder provided a brief summary of the small, community collections and the future of libraries. Commissioner Boyd recommended that Mrs. Brooks request the budget amendment and move forward with the renovations. Commissioner Bishop stated he was more comfortable discussing this item during budget season and inquired as to whether Mrs. Brooks had gone out for bid on carpet to which she answered in the affirmative. Commissioner Boyd stated there was over \$80,000 in funds that we should make available immediately. Chairperson Barfield clarified that Mrs. Brooks was requesting \$30,000 in addition to the \$82,000 of state aid, to which Mrs. Brooks answered in the affirmative. County Coordinator Parrish Barwick noted that new carpet was not a maintenance issue but a capital improvement. Citizen Paul Henry stated that reasonable user fees would generate more money. Library Director Kitty Brooks stated that the library could not charge user fees or it would lose state aid money. Citizen Phil Calandra commented that it was not just a library but now an information center. He also noted that in many years the state aid was cut and how important it was to use the surplus funds. He implored the Board to find the money to help the library. Commissioner Bishop suggested Mrs. Brooks bring a budget amendment for \$82,000 (the surplus state aid) to the next meeting and asked Mrs. Brooks to submit the request for the additional \$30,000 for carpet in her budget for next year. Citizen Dick Bailar expressed his support for this cause and noted that any match or funds the County put towards the library would positively affect the County's state aid received next year based on the formula used. Commissioner Nelson supported the budget amendment for \$82,000. Chairperson Barfield requested that the budget amendment be noticed in the paper and placed on the next agenda. Citizen Elizabeth Robinson, president of the Friends of the Library, spoke favorably of Mrs. Brooks and her staff.

**ITEM 5c: Recognition Process for Deceased Elected Officials**

9. Commissioner Nelson introduced this item and recommended coming up with a process to recognize deceased elected officials. Citizen C.P. Miller recommended placing pictures/plaques of deceased elected officials. He recommended a committee be formed

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to come up with ideas. Chairperson Barfield requested that Mr. Miller bring a recommendation of committee members to the next Board meeting. Citizen Paul Henry urged the Board not to spend tax money on this. Commissioner Boyd stated he did not need recognition or his picture on a wall after he passed away and that he earned his recognition while serving.

**ITEM 7: County Coordinator's Report**

10. County Coordinator Parrish Barwick discussed the complaints he had received about cleaning up around the Courthouse. He stated that the Courthouse grounds were on a schedule and there was no sense in cleaning it based on demand when the crew was scheduled to mow/clean again right before the Watermelon Festival.

**ITEM 8: Commissioner Discussion Items**

11. Attorney Scott Shirley discussed the issue of ATVs being allowed on unpaved roads that was mentioned by Commissioner Walker at the previous meeting. He stated he had prepared a draft ordinance and that the statute had been amended to allow the Board to designate certain roads for ATVs, whereas it had previously been all or no dirt roads. County Coordinator Barwick noted that in 2006 the Board "opted out" via ordinance to prevent ATVs on dirt roads and would need to have a public hearing to opt in. Chairperson Barfield requested that Attorney Shirley email the draft of the ordinance along with road segments being requested for ATV use. She also requested this item be noticed for public hearing at the night meeting in July.
12. Commissioner Bishop thanked everyone for the kind words/thoughts/prayers regarding the loss of his mother. He stated had an issue with the banners around the Courthouse for the Watermelon Festival. Attorney Bird stated there was no ordinance in place prohibiting these banners, to which Commissioner Bishop requested an ordinance be drafted banning this type of signage. Commissioner Bishop requested this item be placed on the next agenda. Commissioner Nelson felt more research needed to be done to which citizen Paul Henry concurred. Citizen Troy Avera stated that DOT had requested the banners be taken from their previous location on power lines.
13. Commissioner Nelson stated he had also received inquiries about the Courthouse grounds but had told the citizens to be patient and that the grounds would be tended to.
14. Commissioner Boyd stated that he wanted to discuss facility maintenance in the budget discussions. He also stated his desire to place the progress of the road projects on the next agenda and discuss numbers/available funds.
15. Chairperson Barfield inquired about the status of the audit, to which Chief Deputy Clerk Tyler McNeill responded the signed representation letter would be submitted tomorrow and should be the last item needed. Mrs. Barfield requested a future Land Development workshop prior to holding a public hearing on this item. Attorney Shirley noted this would require two public hearings. Commissioner Boyd expressed his desire to have a joint workshop with the Board and the Planning Commission. The joint workshop was set for July 8th at 6 pm. Mrs. Barfield inquired about the status of the budget process, to which County Coordinator Barwick stated all relevant documents would be sent to the department heads by end of the week. He also stated that Clerk of Court Kirk Reams would be setting dates in the near future for the various budget hearings.

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**ITEM 9: Adjournment**

- 16. The warrant register was reviewed and bills ordered paid.
- 17. **On motion by Commissioner Bishop, seconded by Commissioner Boyd and unanimously carried (4-0; Walker not present), the meeting was adjourned.**

\_\_\_\_\_  
Chairman

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

**ITEM 5(a): FLORIDA  
PACE FUNDING PROGRAM  
PRES./AGREEMENT/RES.**

## EXECUTIVE SUMMARY

### Background

1. As of March 13, 2014, the Florida PACE Funding Agency has up to \$200 million available to immediately fund improvements in Florida communities. This has actually taken some time to carefully accomplish, and represents a national breakthrough in stable long term funding for programs of this nature. The Agency has separated administration and funding to get better and more transparent financing for property owners. The Agency is designed to be the most competitive program in Florida and welcomes competition that follows the rules.

2. The Agency's program administrator is prepared to seek out and address expressed immediate interest from local contractors and material providers to assist interested local property owners. This will immediately create local jobs and material sales.

3. The Florida PACE Funding Agency is actually a local governmental entity that presents an innovative opportunity to immediately implement a PACE Program for property owners. The acronym PACE generally refers to "property assessed clean energy". The Program parameters are broadly outlined in section 163.08, Florida Statutes. The special assessments being offered to interested property owners are strictly voluntary and authorized by general law.

4. The Florida PACE Funding Agency PACE program and the documentation are 'open' and non-exclusive. Jefferson County (the "County") can participate in the advantages of a PACE program and access capital markets, without having to implement or deploy individual programs or individually seek capital from its treasury for County constituents. But, because the Agency advances an 'open' or 'non-exclusive' program, the County can bring in another PACE funding provider, or start their own local program at any time. The Agency embraces competition, seeks to be the best program and best cost alternative for the local constituents, and is simply a transparent and accountable alternative available to the County.

5. Three important points: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider with redundant servicing oversight, dedicated Program counsel, and an independent institutional trustee, -- all now in place; (2) the Agency is immediately ready to commence origination of job-creating applications from interested property owners and contractors (that means 'right now') for funding for Qualifying Improvements, and (3)



the Agency presently has large scale and long-term funding in place and available under an executed bond purchase agreement and trust indenture.

6. Based upon respect for the County and the State Constitution, the Agency (and any other governmental provider) needs to effectively be invited by resolution to come to the County before it can commence its funding operations in Jefferson County. That is all the County needs to do to get started. The Agency's mission is to facilitate the provision, funding, and financing of Qualifying Improvements through a uniform and efficient local platform capable of securing economies of scale and uniform implementation on a regional or statewide basis. Qualifying Improvements that can be financed include clean energy, renewable energy and wind resistant improvements of all kinds voluntarily requested by property owners.

7. The Florida PACE Funding Agency PACE Program provides an immediate opportunity to create private sector wind hardening, clean energy and renewable energy jobs and economic activity in the County.

8. Because the Agency is a special purpose local government, by law and the County's own procurement code, no procurement process is required – as well, the County can at the same time engage one or more programs, or do its own – that is what 'open' or 'non-exclusive means'. Entrance or use of other PACE programs remains within the exclusive domain of the County - now and in the future.

9. The attached resolution and short interlocal agreement is called a "subscription approach" and is quite attractive to create markets with little or no costs to Local Government treasuries. As well, the Agency was designed to insulate Local Governments from debt exposure or the heavy use of staff time for the Program. Local contractors and vendors of Qualifying Improvements also enjoy the advantages of a statewide platform and its uniform processes. Finally, the Program provides certainty as to both the nature of the assessments and the impact or reactions from mortgage lenders doing business in Florida, as well as the court approved absence of any liability exposure on subscribing or incorporating Local Governments.

10. Any county or a municipality desiring to make available a PACE program, can simply "subscribe" to the uniform Program offered by the Agency. This is done by entering into a short and concise interlocal agreement which lays out the details involved. Essentially the very limited role for Local Government is to authorize the Agency to implement the Program. Financing Agreements, to be executed by interested property owners will be prepared and provided by the Agency to the property owners, and then recorded to evidence the non-ad valorem assessments for

Qualifying Improvements. This is done only with willing property owners who meet the underwriting guidelines of the Agency's funding-servicer. This means there are 2 layers of oversight that protects the bond purchasers, the Agency (and the County Commission) from reputational risk from fraud and abuse: first the program administrator, and second the funding-servicer. All of the ministerial actions and activities and documentation (e.g., interface between interested property owners and qualified vendors, determining compliance with all requirements for a valid financing agreement, recording, assessment roll extension, etc.) will be performed by the Agency through its third party administrator, Leidos Engineering. Leidos is already proud to be a local employer in Florida, but also a world-wide solutions-focused business that employs over 20,000 people and has several offices throughout Florida. They are also subject to the funding party's servicer, CES, an expert organization selectively purchasing over \$275 million in tax certificates in Florida in the last several years.

11. The Agency is a qualified governmental issuer of debt obligations including revenue bonds and has no authority to create any debt against the State of Florida or any subscribing Local Governments. The ability of the Agency to issue debt has been judicially validated on a statewide basis. This program absolutely does not involve any debt which could be the responsibility of or needs to be issued by the County.

12. After a rigorous procurement process, the Agency selected Leidos Engineering as its third party administrator to accomplish its Program objectives. Leidos has steadfastly assisted the Agency in getting the Agency's originations going and securing strong independent market funding.

13. Staff and counsel have been provided the various detailed disclosure materials, the Agency's Charter, the \$2 billion Final Judgment in validation in favor of the Agency, proof of immediately available long-term funding availability, and considered the experience and competency of the professionals being used by the Agency, including Leidos.

### **Program Objectives**

1. Right now – ready for fast launch of a competitive Program for your local community, which is uniform statewide, but creates local jobs and opportunities!

2. No financial risk to the Agency or the County, the financing is carefully underwritten by Leidos and the 'investor-servicer' to make sure that fraud, improper participation and abuse are eliminated.

3. An effective Program that enables interested local governments, like Jefferson County, to immediately subscribe and participate with minimal effort, expense or liability.

4. An effective Program that enables interested residential and commercial property owners to quickly and easily transact for Qualifying Improvements.

5. An efficient Program that operates smoothly within the unique Florida uniform tax bill collection and enforcement processes for non-ad valorem assessments, and pledges to work carefully and professionally with your local tax collector to implement to direction of the Supplemental Act.

6. Efficient cooperation and communication between the program administrator, property owners, vendors, and the Agency; provision for good and continuous communications with Local Governments on Program status, with very little or no cost to the general taxpayers. A direct communications commitment in the interlocal agreement with and between the County, the Agency and its program administrator.

7. Short and long-term job creation and material sales at the local level, in a way that encourages use of local vendors.

8. Commitment to environmental stewardship and smart wind-hardening that is hard to finance.

9. Commitment to customer service by Leidos, a well-known third party administrator (to subscribing Local Governments, property owners, vendors and the Agency).

**Recommendation**

Direct and authorize the adoption of attached Resolution No. \_\_\_\_\_ which provides for the execution of the attached standard subscription agreement (both attached); which will instantly make available the Florida PACE Funding Agency's PACE Program and voluntary financing opportunities to residential and commercial property owners, and contractors doing business within the entire geographic boundaries of Jefferson County.

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT  
RELATING TO THE FUNDING AND FINANCING  
OF QUALIFYING IMPROVEMENTS BY THE  
FLORIDA PACE FUNDING AGENCY**

**Between**

**JEFFERSON COUNTY, FLORIDA,**

**and**

**THE FLORIDA PACE FUNDING AGENCY**

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**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT  
RELATING TO THE FUNDING AND FINANCING  
OF QUALIFYING IMPROVEMENTS BY THE  
FLORIDA PACE FUNDING AGENCY**

**THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT** is made and entered into as of \_\_\_\_\_ 1, 20\_\_ (the "Subscription Agreement"), by and between Jefferson County, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

**"Board of Directors"** means the governing body of the Agency.

**"Agency"** means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

**"Agency Charter Agreement"** or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

**"Financing Agreement"** means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

**"Financing Documents"** shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

**"Obligations"** shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

**"Pledged Funds"** shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors 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. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

**"Program"** means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

**"Property Owner"** means, collectively, all of the record owners of real property subject to a Financing Agreement.

**"Qualifying Improvements"** means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

**"Special Assessments"** means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property

owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

**“Subscriber”** means Jefferson County, Florida, by and through its governing body.

**“Subscription Agreement”** means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government’s jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

**“Supplemental Act”** means the provisions of, and additional and supplemental authority described in, Section 168.08, Florida Statutes, as amended.

## **SECTION 1.02 CONSTRUCTION.**

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

**SECTION 1.03. SECTION HEADINGS.** Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall



neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the County and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in Jefferson County.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This

additional review process is required by and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) The Subscriber is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it borrow the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes. However, alternatively and supplementally to any other program or approach chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and local economy in Jefferson County.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

[Remainder of page intentionally left blank.]

**ARTICLE II  
SUBSCRIPTION**

**SECTION 2.01. AUTHORITY.**

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

**SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.**

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

**SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.**

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

**SECTION 2.04. FINANCING AGREEMENTS.**

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

**SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.**

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

**SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.**

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the County. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

**SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.**

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect

to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

**SECTION 2.08. CARBON OR SIMILAR CREDITS.** The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, shall separately and expressly confirm that consideration therefore is in the form and substance of economies of scale provided by the Agency and its programs and \$1 and other good and valuable consideration provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

### ARTICLE III GENERAL PROVISIONS

**SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS.** This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

**SECTION 3.02. DISCLOSURE.**

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency’s Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency’s mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency’s uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency’s mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

**SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.**

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30)



following execution hereof. The term of this Agreement shall then be renewed for successive three-year periods, unless either party provides notice to the other in writing of intent to terminate not later than 180 days prior to the end of any three-year term, or as otherwise agreed to by the parties in writing. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the issuance of any Obligations of the Agency secured by Pledged Revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

#### **SECTION 3.04. AMENDMENTS AND WAIVERS.**

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

**SECTION 3.05. NOTICES.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for “next business day” service) to the parties at the following addresses:

Subscriber: Jefferson County  
ATTN: County Coordinator  
1 Courthouse Circle  
Monticello, Florida 32344

With a copy to: Jefferson County  
ATTN: County Attorney  
P.O. Box 247  
Monticello, Florida 32345-0247

Agency: Executive Director  
Florida PACE Funding Agency  
c/o City of Kissimmee  
101 North Church Street, Fifth Floor  
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency  
P.O. Box 14043  
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

**SECTION 3.06. QUALITY CONTROL AND COMMUNICATION.** For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such

written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

**SECTION 3.07. IMMUNITY; LIMITED LIABILITY.**

(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 parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency 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 Subscriber and Agency acknowledge and agree that the Agency 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 Subscription 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.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

**SECTION 3.08. BINDING EFFECT.** This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

**SECTION 3.09. SEVERABILITY** In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 3.10. EXECUTION IN COUNTERPARTS.** This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 3.11. APPLICABLE LAW.** The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

**SECTION 3.12. ENTIRE AGREEMENT.** This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the undersigned have caused this Non-Exclusive Subscription Agreement to be duly executed and entered into as of the date first above written.

**THE COUNTY COMMISSION OF  
JEFFERSON COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Betsy Barfield, Chair

ATTEST:

Approved as to form:

\_\_\_\_\_  
Kirk Reams, Clerk of Courts

\_\_\_\_\_  
Paula Sparkman, County Attorney

**IN WITNESS WHEREOF**, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

**THE FLORIDA PACE FUNDING AGENCY**

(SEAL)

By: \_\_\_\_\_  
Michael H. Steigerwald, Executive Director

ATTEST:

\_\_\_\_\_  
Donald T. Smallwood, Assistant Secretary

**RESOLUTION NO.:** \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF JEFFERSON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, NECESSARY TO SERVE AND ACHIEVE THE COMPELLING STATE INTEREST OF FINANCING ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE BOUNDARIES OF THE COUNTY; AUTHORIZING AND DIRECTING COUNTY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES HEREOF; PROVIDING FOR AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate interlocal local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

**WHEREAS**, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

**WHEREAS**, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

**WHEREAS**, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

**WHEREAS**, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

**WHEREAS**, the mission of the Agency is to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

**WHEREAS**, the Agency has provided evidence to the County that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense and not at the expense of the taxpayers of Jefferson County, open public governance and oversight, staffing in the form of qualified third-party administration, an active funding provider, servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in



Jefferson County, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

**WHEREAS**, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of Jefferson County) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Jefferson County; and

**WHEREAS**, the Agency, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding, which, not only serves the risk concerns of the funding provider, but serves to provide a careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the County and the compelling State interests involved, while at the same time protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

**WHEREAS**, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any County financial support or use of its credit, is fundamentally designed to be the most market competitive program available in its terms and rates, offers significant advantages over other programs or individualized local approaches, including, (i) limited liability for local government subscribers ; (ii) the present availability of financial resources to begin funding immediately and to also fund growing demand; (iii) cost savings resulting from efficiencies of scale and reduced startup and

implementation expenditures; (iv) high quality and competitive set of program attributes and review processes which protect property owners and contractors alike ;and (v) the ability to foster locally advantageous statewide partnerships with commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

**WHEREAS**, the County, given other priorities, does not wish to deploy, currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program, it may be necessary that it commit unanticipated significant time, staffing and monetary resources of derived from all taxpayers, to address damage and cleanup issues caused by windstorms and hurricanes that could be reduced through implementation of this Improvement Program and that, as an alternative or supplement to any other program or approach chosen by the County, the County can immediately authorize and approve the Agency to make the Agency's non-exclusive Program and funding for Qualified Improvements available to Property Owners and the local economy in JeffersonCounty; and

**WHEREAS**, the County finds that local needs and conditions reasonably warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the County as a direct and immediate means to non-exclusively implement and enhance positive local economic activity, job creation, energy efficiency, renewable energy, community safety and wind resistant activities; and

**WHEREAS**, it is reasonable and in the interest of the health, safety, and welfare of the County and its inhabitants and taxpayers that the County subscribe to and authorize the

availability of the Agency's Program within Jefferson County in the manner authorized herein by law;

**WHEREAS**, this Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF JEFFERSON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

**SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT.** The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein, is hereby approved. The Chairman of the Board of County Commissioners is hereby authorized and directed to execute the Subscription Agreement on behalf of the County. The County hereby delegates to the County Coordinator, or his or her designee, the discretion and authority to allow the Agency to use and display the County logo or seal for the Agency's written and, if applicable, televised communications associated with the Program. The County Coordinator or the County Coordinator's designee, County Attorney, County staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as

may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

**SECTION 3. AUTHORIZATION.** Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the County is expressly authorizing the Agency to provide its services, as set forth in the Agency's charter, within the County, pursuant to the Subscription Agreement. This Resolution is and shall be deemed to constitute a resolution of the County authorizing the transfer of the function or power to provide the Agency's services and conduct its affairs within the County to the Agency in conformance with Article VIII, Section 4 of the Florida Constitution. Adoption of this Resolution evidences the express authority and concurrent transfer of all necessary powers to the Agency, if required, and the covenant to cooperate by the County, so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act, as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the County.

*Resolution authorizing execution of  
Non-exclusive Interlocal Subscription Agreement  
with Florida PACE Funding Agency*

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**JEFFERSON COUNTY**, a political subdivision of the State of Florida

(SEAL)

By: \_\_\_\_\_  
Betsy Barfield, Chair  
Board of County Commissioners

ATTEST:

Approved as to form:

\_\_\_\_\_  
Kirk Reams, Clerk of Courts

\_\_\_\_\_  
Paula Sparkman, County Attorney

**EXHIBIT A**

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT**

**ITEM 5(b): PROPOSED FINANCIAL  
POLICIES**

**JEFFERSON COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**PURCHASING POLICY**



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# **SECTION I**

## **PURPOSE OF POLICY**

The purpose of the Jefferson County Purchasing Policies and Procedures is to establish uniform guidelines for the procurement of goods and services. They will serve to provide a foundation for effective and consistent County/Vendor relationships. The County policies will be continually fulfilled when procurement activities result in the highest quality of goods and services at the best value to the County. It will also promote public confidence by using the highest of professional integrity, transparency and ethics.

## **SECTION II**

# **APPLICABILITY**

The purchasing rules and regulations adopted by the Jefferson County Board of County Commissioners shall be designed consistent with the policies established for the procurement of goods and services. Rules, regulations, and procedures shall be adopted and may be amended by the Board of County Commissioners. As such, all procurement activities shall be accomplished in a manner consistent with County policy. No part of these purchasing policies and procedures shall apply to independently elected Jefferson County Constitutional Officers.

## **SECTION III**

# **RESPONSIBILITY**

It shall be the responsibility of each County employee authorized to be involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Jefferson County. The Clerk of the Circuit Court, in conjunction with the Jefferson County Coordinator's Office, shall be responsible for the coordination of the formal and informal procurement process. Department Heads will approve all applicable purchases and the Clerk's Office will audit all invoices submitted for payment to ensure compliance with all policies set forth within. Failure to adhere to these policies may result in disciplinary action.

## **SECTION IV**

# **PROCUREMENT PROCESS**

Bids for goods or services shall be awarded to the most qualified and responsive vendor who submits the net lowest responsive bid while still meeting all the Counties goods and/or services requirements. Qualified vendors shall be determined based on the following criteria:

1. Ability to deliver the goods or services in a timely manner and consistent with County requirements.
2. Experience and past performance
3. Acceptable warranty/guarantee of future maintenance and service
4. Possession of current licenses and/or certifications (when applicable.)

The following describes the authority and approvals required for expenditures made by authorized County employees:

### A. **INFORMAL PROCUREMENT PROCESS**

#### 1. **Up to \$2,500**

Purchases made by department head or designee valued at less than \$2,500 are considered to be discretionary and should be conducted according to good purchasing practices. Such practices include but are not limited to the receipt of written quotations or written records of telephone quotations.

#### 2. **\$2,501 to \$9,999**

Purchases made by authorized department head or designee for goods or services in excess of \$2,501 but no more than \$9,999 requires at least **THREE (3)** quotations on the proper form (please see County quote form). This may be done using written quotations from vendors, written records of telephone quotations or informal bids made by prospective vendors, whichever is practical. At this threshold, unless it is a single source purchase, 3 quotes must be solicited.

#### 3. **\$10,000 or greater**

Purchases that exceed \$10,000 shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Jefferson County Board of County Commissioners.

**FORMAL PROCUREMENT PROCESS**

**1. Competitive Bidding Process**

The following competitive bidding process shall be accomplished as follows:

- A. All bid specifications must be submitted to the Board or their designee (for example, the County Coordinator's Office) for approval by the appropriate Department head or designee prior to the request for bids being advertised and then forwarded to the County Coordinator's Office for advertising. Public invitation to bid must be advertised in a local newspaper at least **TEN (10)** calendar days prior to the bid opening date
- B. Invitation to bid shall contain a general description of the goods/services being requested and any other special or unique aspect of the County's requirement.
- C. Bid submittals shall be sealed and properly identified with a bid number, date and time of bid opening and addressed to the County Coordinator's Office, 460 W. Walnut St., Monticello, FL, 32344.
- D. Bids shall be opened and read aloud at the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be time and date stamped when received by the County Coordinator's Office. It shall be the responsibility of the County Coordinator's Office to submit all original bid documents/files to the Clerk of the Circuit Court for record retention purposes.
- E. The Board of County Commissioners may reject any and all bids, or negotiate with any vendor who has submitted a bid when it is in the best interest of the County to do so. The Board may also waive irregularities in any or all formal bids.
- F. The Chairman of the Board, when authorized by majority vote of the Board of County Commissioners, is authorized to execute contracts on behalf of the Board.
- G. In the event 2 or more bids are equal with respect to price, quality, service or any other considerations; the following may be used for award considerations:

1. Ability to deliver the goods or services in a timely manner consistent with County requirements.
2. Experience or past performance.
3. Acceptable warranty and/or guarantee of future maintenance and services.
4. Possession of current licenses and certifications (when applicable).
5. Compliance with the provisions of the Drug-Free Workplace Act.
6. Local business certification.

**C. AVAILABILITY OF FUNDS**

All purchases or contracts for services must be certified as to availability of budgeted funds by the Clerk of Court prior to award. The Board of County Commissioners may waive this requirement when in its judgment the best interests of the public will be served by so doing and/or it is an emergency item or service.

**D. AWARD CONSIDERATIONS/LOCAL PREFERENCE**

Since Jefferson County vendors offer products and services utilized by County government operations, Departments are encouraged to contact local vendors in their solicitation of goods or services. The County, through its authorized agents shall consider all costs (initial and future) when determining the best and lowest bid. Items such as long distance phone calls, travel time, availability of product or service (e.g. delivery time) and down time shall be considered prior to recommendation for award.

In the purchase of, or contract for, goods and services while in the informal procurement phase (\$9,999 or less), the County may give preference in an amount not to exceed 5% of the quote(s) by local persons, businesses, or corporations; provided, however, that this preference in no way prohibits the rights of the County to compare quality of materials/services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons, firms, or corporations submitting bids.

In the competitive bidding process, the local preference may be up to five points, which shall be decided by the Board or Designee prior to advertising and shall be included in advertisements requesting proposals. Local persons, businesses, or corporations shall be defined as those whose principal place of business is located within the boundaries of Jefferson County, Florida.

For the purpose of this section, local businesses shall mean a business which meets one or more of the following criteria:

1. Has a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six months immediately prior to the issuance of the competitive bid process.
2. Holds any business license issued by the County.
3. Employs full or part time employees whose primary residence is in Jefferson County.

**E. PROCUREMENT OF PROFESSIONAL SERVICES**

1. Procurement of professional architectural, engineering, landscape architectural, or land surveying services for projects estimated to be in excess of \$120,000 in construction costs or planning studies in excess of \$10,000 shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended as applicable.
2. Procurement of professional services shall be awarded consistent with the competitive bidding thresholds established by the Board of County Commissioners.
3. For all professional service contracts requiring Board approval, a committee, appointed by the Board of County Commissioners, shall recommend a firm and negotiate a contract to be submitted to the Commissioners for final approval.

**F. BID BONDS**

1. Each bid on a public construction project estimated to exceed \$120,000 in cost must be accompanied by a bid bond payable to Jefferson County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Jefferson County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- (or as waived by the Commission). When the bids have been scored, the County will return the bonds of all except the two vendors which scored the highest. For a contract to be executed, the public construction bid required described in Section 255.05, Florida Statutes, together with all certificates evidencing proof of necessary insurance must be met and furnished to Jefferson County. If the first place vendor fails to enter into a contract with the



County within thirty (30) days of receiving the notice to award and does not furnish all the required documentation necessary, then, the amount of the bid bond of the first place vendor may be forfeited to the County. The County, at its option, may proceed to enter into a contract with the second place vendor.

2. **PUBLIC CONSTRUCTION BOND:** On each public construction project exceeding \$120,000 in cost, the successful bidder shall provide to the County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price issued by a corporate surety approved by County having a rating of no less than A- (or as waived by the Commission) and qualified to do business in the State of Florida.

**G. OTHER LOCAL GUIDELINES:**

1. **ATTORNEYS-IN-FACT:** Attorneys-in-fact who sign bid bonds of public construction bonds must file with each bond a certified and effective dated copy of their power of attorney.
2. **INSURANCE REQUIREMENTS:** All public construction projects shall require the contractor to secure all insurance requirements in the bid documents and specifically name the county as “additionally insured” on the certificate(s). Insurance requirements may vary depending on the scope of work; however, they shall never be less than \$100,000/\$300,000 general liability, \$25,000 property damage, and worker’s compensation as prescribed by law.
3. **PUBLIC ENTITY CRIME STATEMENT:** Where applicable, contractors and vendors shall be required to submit a Public Entity crime Statement pursuant to Florida Statutes 287.133.
4. **PUBLIC INSPECTION:** All bid proposals, written quotations, and any associated documents shall be made available to the general public for inspection at any time following the bid opening date and time or deadline.

**SECTION V**  
**WAIVING COMPETITIVE PROCUREMENT**  
**REQUIREMENTS**

- A. Procurement procedures may be waived when any of the following circumstances exist:
- a. When, due to the nature of the service or type of product required, there is no known competition in the market place.
  - b. When the product is being procured directly from the manufacturer and/or standardization is determined necessary.
  - c. When purchases are made under the State of Florida or Federal C.S.A. contracts.
  - d. When purchases are made utilizing contracts or agreements made by other governmental agencies.
  - e. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may authorize the department head to accept short-term bids or negotiate with suppliers for the best pricing.
  - f. When, based upon prior Board approval, items at public auction are purchased.
- B. When circumstances in Section A. above are met and the procurement policies are waived, the procurement thresholds established herein will not apply.
- C. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Director may waive the competitive bidding process for goods or contracted services up to \$9,999. The Board Chairman may authorize purchases or contracted services for \$10,000 or more when an emergency exists by coordinating with the County Coordinator and Clerk of Court and must report his/her actions at the next regular Board meeting.

## SECTION VI

### INVOICING & PAYMENTS

A. Payment requests for goods and services to the Clerk of Court’s Finance Department shall be authorized (signature required) as follows:

AMOUNT OF CONTRACT OR EXPENDITURE	Dept. Director or Designee	BCC
\$0 to \$9,999	x	
\$10,000 or greater		x

B. The Board of County Commissioners shall award all procurements in excess of \$10,000. The Department Director or Designee is authorized to award all procurements less than \$9,999. Purchases up to the \$2,500 threshold can be made using the informal procurement methods described earlier on page 6 while purchases from \$2,501 to \$9,999 should be made utilizing at least 3 documented quotes.

C. Change orders to equipment purchases and contracted services less than \$9,999 may be authorized by the Department Director or Designee. All change orders in excess of \$10,000 must be authorized by the Board unless a delay is against the public interest in which case the Chairman shall authorize the work and report his actions at the next regular Board meeting.

D. Invoices for goods/services up to \$9,999 submitted to the Clerk of Court for payment shall include the signature of the Department Director or Designee. Goods/Services in excess of \$10,000 shall require the approval and signature of the Board or designee.

E. Invoices should be submitted to the Finance Department timely with the appropriate supporting documentation attached (ie: Quotes, ect.). Failure to submit all required documentation may potentially delay payment to vendors. Also, all Department Director’s and Designee’s should review the Accounts Payable Calendar that is published at the beginning of each County Fiscal Year to ensure that all payment requests are submitted timely to the Commission for their review and approval. This will help ensure that our vendors are paid timely and accurately.

# SECTION VIII FORMS:

## JEFFERSON COUNTY VERBAL QUOTE FORM

Date: \_\_\_\_\_  
 To: \_\_\_\_\_

Deliver

Department: \_\_\_\_\_  
 By: \_\_\_\_\_

Prepared

Description: \_\_\_\_\_  
 \_\_\_\_\_

Reason(s) to justify obtaining less than three quotes or if recommended vendor is not the low quote (if applicable):  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	<u>VENDOR #1</u>	<u>VENDOR #2</u>	<u>VENDOR #3</u>
Name			
Phone Number			
Address			
City, State Zip			
Terms			

Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity
<b>TOTAL:</b>		<b>TOTAL:</b>		<b>TOTAL:</b>	

Recommended Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Department Director: \_\_\_\_\_

Coordinator: \_\_\_\_\_

## JEFFERSON COUNTY FIXED ASSETS FORM

All equipment purchases of \$1,000.00 or more must be recorded in the Board of County Commissioners Capital Asset Files.

Please fill out and attach a copy of this form to all invoices that qualify as capital asset purchases.

DEPARTMENT: \_\_\_\_\_

EXPENDITURE ACCOUNT NUMBER: \_\_\_\_\_

VENDOR NAME (OR DONATOR IF APPLICABLE):

\_\_\_\_\_

PURCHASE COST: \_\_\_\_\_

SERIAL/MODEL NUMBER: \_\_\_\_\_

ACQUISITION METHOD: \_\_\_\_\_

(County Funds, Grant Monies, Gift, etc.)

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO BE FILLED OUT BY FINANCE ONLY:**

ACQUISITION DATE: \_\_\_\_\_

VOUCHER/CHECK NUMBER: \_\_\_\_\_

PROPERTY STICKER NUMBER: \_\_\_\_\_

**JEFFERSON COUNTY CODE OF ETHICS AND ACKNOWLEDGEMENT FORM**

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as a County Department Director, I am to adhere to and enforce the purchasing policy guidelines and procedures as I am responsible for the purchases by and for my department. I understand that it is unethical to knowingly purchase any items that are for personal use and/or any purchases that are not intended for use by my department and will be held personally liable for the cost of the purchase and could be faced with possible suspension, termination, and legal action depending upon the severity of the situation. I also understand that I am responsible for the purchases by my designee and will review all purchases made by them on my behalf. I hereby appoint the following person(s) to be a purchasing agent on behalf of me and my department:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE

**Designee 1:**

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as an employee of Jefferson County, I am to adhere to the purchasing policy guidelines and procedures. I understand that it is unethical to knowingly purchase any items that are for personal use and/or any purchases that are not intended for use by my department and will be held personally liable for the cost of the purchase and could be faced with possible suspension, termination, and legal action depending upon the severity of the situation.

\_\_\_\_\_  
DESIGNEE SIGNATURE

\_\_\_\_\_  
DATE

**Designee 2: (if applicable)**

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Jefferson County Purchasing Policy. I understand that as an employee of Jefferson County, I am to adhere to the purchasing policy guidelines and procedures. I understand that it is unethical to knowingly purchase any items that are for personal use and/or any purchases that are not intended for use by my department and will be held personally liable for the cost of the purchase and could be faced with possible suspension, termination, and legal action depending upon the severity of the situation.

\_\_\_\_\_  
DSIGNEE SIGNATURE

\_\_\_\_\_  
DATE

**BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY**

**PURCHASING CARD POLICY**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
Purchasing Card Policy**

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## ***Purchasing Card Policy***

This policy applies to all Jefferson County employees who have been issued a County Purchasing Card (P-Card) or who have direct or delegated responsibilities under the P-Card program.

### **Section 1 – General**

P-Cards may only be used for official, County-related purposes. Purchases should follow appropriate County and State laws and guidelines and should be made with reasonable judgment. If there is a question about the official purpose of a purchase or if the use of the P-Card to make a purchase is questionable, please refer to the County's Purchasing Policy or contact the Purchasing Card Administrator which is located in the Clerk's Finance Department for clarification prior to making the purchase.

P-Cards will only be issued to Department Directors and/or designee's who are responsible for making purchases on behalf of their Departments. This requires the cardholder to know the County's purchasing policies and to be organized to the extent that complete records of all purchases are available at any time. The privilege of having a P-Card may be suspended pending retraining or may be permanently revoked with good reason. As part of the cardholder application process, the cardholder will be advised of all their rights and responsibilities, including the possibility of being disciplined for misuse of the card. If potential unauthorized purchases or misuse appears, the P-Card Administrator in the Clerk's Finance Department will alert the employee's immediate supervisor(s) and the County Coordinator's Office.

Any employee that knowingly and willingly makes purchases or attempts to make purchases that violate State law, County policy, procedures contained in this manual or assists another employee in such purchase's, may be subject to disciplinary action in accordance with Cardholder Agreement and the policies of the County.

Please contact the Finance Department at (850) 342-0218 for non-routine or questionable purchases before the purchase is made.

All transactions conducted within the State of Florida are exempt from State Sales Tax. Federal or local taxes are not exempt. Each P-Card holder will also be given a wallet-sized Tax-Exempt Certificate to be used when making a purchase. The cardholder should always inform the merchant that the purchase is tax-exempt prior to the card being swiped to help ensure that they are not charged taxes before

signing any receipt. If taxes are charged, the cardholder should request that the merchant removed the taxes prior to signing any receipt.

**P-Cards will be cancelled for the following reasons:**

- Cardholder terminates employment
- Cardholder no longer requires a P-Card
- Cardholder reports the loss or theft of P-Card
- Cardholder misuses the P-Card and their Supervisor/County Coordinator requests cancellation

**Section 2 – Cardholder Transaction Information**

There are two levels of spending authorized under normal condition. The limits are as follows:

**Default Profile**

Individual Transaction Limit: \$ 1,000 per single transaction and per vendor per day.

(You cannot exceed this limit with any one vendor in a day nor have the vendor split the charge to circumvent limit)

Daily Total Transaction Limit: \$ 2,000

**Extended Profile**

Individual Transaction Limit: \$ 3,000 per single transaction and per vendor per day.

(You cannot exceed this limit with any one vendor in a day nor have the vendor split the charge to circumvent limit)

Daily Total Transaction Limit: \$ 4,000

Cardholder profiles, limits and restrictions are set by the Finance Department in the Clerk's Office which serves as the P-Card Administrator in consultation with employee's supervisor and the County Coordinator's Office. Should you need to add, delete or adjust a card's limits for an a one-time purchase, please contact the Clerk's Finance Department. Depending upon the request, prior Board approval may be necessary.

### **Section 3 – P-Card Security**

Use of the P-Card is limited to the County employee whose name appears on the face of the card. The P-Card should not be loaned to another person under any circumstances. If a cardholder is absent for an extended period of time, the Department should seek to obtain another card for a different designated employee, either temporarily or permanently. Any cardholder sharing their card information or allowing another individual to use their card for purchases may be subject to disciplinary action.

Each cardholder is responsible for the security of his/her card. All precautions should be used to maintain confidentiality of all information relating to the card, such as the cardholder account number and expiration date. The account number should never be left in a conspicuous place.

Should the cardholder suspect fraudulent charges on his/her P-Card, the P-Card is ever lost/stolen, the Finance Department should be contacted immediately.

### **Section 4 – Receipt Requirements**

Receipts are a critical part of the P-Card program. Accurate, detailed records of P-Card purchases allow the Finance Department and auditors to verify and audit charges for compliance with County and State policies, rules and Statutes. Receipts and other documentation should be kept for all purchases.

If a receipt is lost or cannot be obtained, the cardholder should contact the vendor and attempt to obtain a duplicate receipt. If a duplicate cannot be obtained, the cardholder should use the Replacement Receipt Form. Excessive use of the Replacement Receipt Form may result in suspension of card privileges.

### **Section 5 – Invoice Submission Process**

All P-Card invoices should be submitted with a copy of the cardholder's P-Card statement. Do not submit P-Card invoices with regular invoices. The cardholder should verify all charges and ensure that the amounts are accurate.

Once all charges have been validated, the cardholder should attach all invoices/receipts with the statement and submit it to the Finance Department for processing. If the cardholder's signature is not present on the statement, Finance will return it and the information will not be processed. If any invoices/receipts are

missing/absent when turned in, the information will not be processed until a Replacement Receipt Form has been filled out.

All P-Card receipts should be turned into Finance by the designated deadline. See the Invoice Calendars to determine when P-Card information should be submitted.

### **Section 6 – Disallowable Purchases**

P-Cards may not be used for food, alcohol, entertainment, ringtones, phone apps or any other type of personal purchases as these are not allowable uses of County funds.

Any cardholder who purchases any of these items described above will be asked to refund the County for the exact amount of the purchase. Also, disciplinary action may result as well for cardholders that use their card for disallowable purchases.

### Jefferson County Purchasing Card Replacement Receipt Form

DATE OF PURCHASE: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ITEM 1: \_\_\_\_\_ AMOUNT OF ITEM \$ \_\_\_\_\_

ITEM 2: \_\_\_\_\_ AMOUNT OF ITEM \$ \_\_\_\_\_

ITEM 3: \_\_\_\_\_ AMOUNT OF ITEM \$ \_\_\_\_\_

ITEM 4: \_\_\_\_\_ AMOUNT OF ITEM \$ \_\_\_\_\_

ADDITIONAL ITEMS LISTED (MUST INCLUDE PRICE FOR EACH ITEM):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIPT WAS (CHECK ONE):

\_\_\_\_\_ LOST                      \_\_\_\_\_ NOT OBTAINABLE

I, \_\_\_\_\_, the undersigned do certify that the above purchase was made for official county business. (Type or print name clearly)

\_\_\_\_\_  
CARDHOLDER SIGNATURE

\_\_\_\_\_  
DATE

**BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY**

**CAPITAL ASSET POLICY**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
Capital Asset Policy**

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The acquisition, disposition, and monitoring of County owned property is governed by Chapter 274, Florida Statutes and Rule 69I-73, Florida Administrative Code. The County will consider capital assets to be any tangible or intangible property with a value of \$1,000 or more and a projected useful life greater than one year.

### **Section 1 – Designation of Custodian**

The Department Head will designate custodian(s) of all capital assets held by that Department. The custodian will be responsible for monitoring the locations of all capital assets and facilitating the purchase, disposition, and transfer of any assets within their inventory. The custodian will work with the Finance Department during the annual physical inventory to ensure all assets are accounted for and will also be responsible for ensuring all procedures are followed in the acquisition, transfer and/or disposition of capital assets.

### **Section 2 – Asset Capitalization Guidelines**

These guidelines are being provided to assist management when making the determination between which assets should be capitalized in accordance with governing laws, rules, and regulations. The following guidelines, except where noted, apply equally to both Governmental and Proprietary Funds. Definitions are provided as needed.

1. New Asset – Cost of \$1,000 or more incurred to acquire an individual asset or to make an asset ready for its intended use should be capitalized.
2. Additions – Purchased additions to previously capitalized assets that meet the capitalization threshold, should be capitalized as add-ons to the existing property record.
3. Replacements/Improvements – The cost to replace or improve an existing asset should be capitalized if it meets the capitalization threshold and at least one of the following criteria:
  - a. Extends the useful life of the existing asset
  - b. Increases the effectiveness or efficiency of an asset



For replacements, the old asset should be removed from the fixed asset system if it can be separately identified or if a cost can be estimated for its original value and then adjusted in the fixed asset system.

4. Repairs and Maintenance – Costs that are associated with repairs and maintenance are not recommended for capitalization because they do not add value to the existing asset. However, major repairs that extend the useful life or increase the effectiveness or efficiency of an asset may be classified as improvements and therefore should be capitalized (see #3).

Any questions regarding whether the asset should be capitalized can be directed to the Finance Department.

### **Section 3 – Acquisition of Capital Assets**

All acquisitions should follow the following procedures:

1. After a Department determines a need for a capital asset, they will follow the procurement guidelines described in the Counties Purchasing Policy. All items that cost \$10,000 or more must be approved by the Board and recorded in the minutes prior to making the purchase unless circumstances as described in the Jefferson County Purchasing Policy are present.
2. After purchasing the capital asset, the requesting Department will submit the invoice to the Finance Department for processing along with the Capital Asset Form. This form should be submitted with the invoice before the invoice will be paid.
3. The Finance Department will place an inventory tag on all capital assets except for County vehicles or any other items that are unable to be tagged.
4. Donated property with a market value in excess of \$1,000 will be added into the capital assets records. The Department should provide written notification to the Finance Department of any donated capital assets.
5. If a capital asset is transferred from one Department to another, the Department should fill out the Capital Asset Transfer Form and send it to the Finance Department for their records.

## **Section 4 – Disposition of Capital Assets**

All dispositions of capital assets should be submitted to the Finance Office on a Disposal/Transfer of Excess Property Form. The form should be signed by the Department Head and submitted to the Finance Department.

The Finance Department will compile a list of disposed assets. All Departments may view the list to determine if there are any assets they wish to obtain. Once the list of disposable capital assets is final, it will be submitted to the Board of County Commissioners for approval to remove the items from the inventory. Once approval has been given, the Finance Department will delete those assets from the capital assets records.

The items will be disposed of in accordance with Florida Statutes, Section 274 and Florida Administrative Rule 69I-73. An auction will be held for the assets on the Excess Equipment list that are in working condition and are deemed to have sufficient value to auction. Any funds received from the sale of those assets will be credited back to that Department's fund.

Capital assets paid for by a grant should follow the granting agency's procedures for disposal.

If the capital asset is missing and believed stolen, a police report should be completed and a copy attached to the disposal form.

### **Section 4.01 – Disposition through Transfer**

All transfers of capital assets between Departments should be submitted to the Finance Department on a Disposal/Transfer of Excess Property Form. Please check the transfer box on the form. The Finance Department will make the necessary changes to the capital asset records.

### **Section 4.02 – Disposition through Trade-In**

Before any capital asset can be used as a trade-in on a new piece of equipment, it must be approved by the Board of County Commissioners. All trade-ins of capital assets should be submitted on the Disposal/Transfer of Excess Property Form. Please check the trade-in box on the form. Once approval has been given by the Board, the Finance Department will delete the asset traded from the capital asset system and add the traded in piece of equipment.

## **Section 5 – Annual Physical Inventory of Capital Assets**

A physical inventory of each Department's capital assets will be conducted on an annual basis. A representative from the Finance Department will schedule the inventory check with each Department's designated capital asset custodian. All assets will be physically located and accounted for by the custodian and the Finance Department representative. A list of the inventory will be sent to the Department head after completion of the physical inventory that summarizes any additions, deletions, or changes noted during the annual inventory check. The Department head must review the list, make changes as necessary, and approve by signing and returning it to the Finance Department.

## JEFFERSON COUNTY FIXED ASSETS FORM

All equipment purchases of \$1,000 or more must be recorded in the Board of County Commissioners Capital Asset Files.

Please fill out and attach a copy of this form to all invoices that qualify as capital asset purchases.

DEPARTMENT: \_\_\_\_\_

EXPENDITURE ACCOUNT NUMBER: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

PURCHASE COST: \_\_\_\_\_

SERIAL/MODEL NUMBER: \_\_\_\_\_

ACQUISITION METHOD: \_\_\_\_\_  
(County Funds, Grant Monies, Gift, etc.)

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO BE FILLED OUT BY FINANCE ONLY:**

ACQUISITION DATE: \_\_\_\_\_

VOUCHER/CHECK NUMBER: \_\_\_\_\_

PROPERTY STICKER NUMBER: \_\_\_\_\_

## JEFFERSON COUNTY DISPOSAL/TRANSFER OF PROPERTY FORM

Please complete this form when a County-owned capital asset is relocated or to be disposed of.

DEPARTMENT: \_\_\_\_\_

SERIAL/MODEL NUMBER: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

### METHOD OF DISPOSITION:

SOLD       TRADE-IN       TRANSFER       OTHER \_\_\_\_\_

### TRANSFERRED TO (IF APPLICABLE):

DEPARTMENT: \_\_\_\_\_

### TRANSFER OF FUNDS TO PURCHASE NEW EQUIPMENT:

TRANSFER FUNDS FROM \_\_\_\_\_ DEPARTMENT TO  
\_\_\_\_\_ DEPARTMENT.

BOARD APPROVED ON: \_\_\_\_\_

AMOUNT OF TRANSFER: \$ \_\_\_\_\_

### TO BE FILLED OUT BY FINANCE ONLY:

PROPERTY STICKER NUMBER: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY**

**TRAVEL POLICY**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
Travel Policy**

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## ***Travel Reimbursement Policy***

This manual provides guidance on expenditures authorized for travel in accordance with Section 112.061, Florida Statutes.

Expenditures properly chargeable to travel include, but are not limited to:

- registration payments,
- reimbursements of mileage for use of privately owned vehicle
- per diem
- substance allowance (meals)
- actual lodging in lieu of per diem
- common carrier (airline, rental car, etc.) transportation and
- other expenses incidental to travel which are authorized by law

Travel should be carefully planned in advance to ensure that the most economical and efficient method of travel and the most economical class of transportation is used.

Travelers shall be reimbursed for travel expenses pursuant to Section 112.061, F.S. Except for meals and certain incidental expenses, travelers must retain receipts and other documentation necessary to obtain reimbursement (i.e. hotel, rental car, tolls, parking, etc.)

Seatbelt use is mandatory while on travel status, regardless of whether the vehicle is a County owned vehicle, privately owned vehicle, or a rented vehicle. Failure to use a seat belt may be considered an improper use of a vehicle and may subject the traveler to disciplinary action. If an accident resulting in injury occurs and failure to use the seat belt contributed to the injuries, workers' compensation benefits may be reduced under the provisions of Section 440.09(4), F.S.

A traveler may not, under any circumstances compose or read text or email messages on their County issued or personal cellular devices while operating a motor vehicle on County business.



## **Section 1 – General Information**

Class A travel – Continuous travel of 24 hours or more away from official headquarters.

Class B travel – Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

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

Vicinity Miles – Miles incurred on official County business when travel is within the vicinity of the city limits of the city traveled to.

It is the responsibility of each traveler to plan travel arrangements in advance, when possible, to ensure that the travel is within budget, the most economical and efficient methods are used, and must request standard accommodations.

Class A and B travelers are allowed a per diem rate of \$80 or the actual costs of lodging plus meal allowances. It is suggested that hotel or motel rooms be paid for by using the County Purchasing Card and travelers will be reimbursed for their meals at the rates listed in section 5.02 on page 7.

Class C travelers, those taking trips in a single day, are paid for transportation (common carrier, rental car, or mileage) and reimbursable incidental expenses. Currently, a traveler shall neither be reimbursed for Class C travel on a per diem basis, nor shall a traveler receive a meal allowance incurred. If a P-Card is used for fuel, a traveler will not receive mileage.

## **Section 2 – Conferences and Conventions**

No public funds should be expended for attendance at conferences or conventions unless the main purpose of the conference or convention is in connection with the official business of the County and directly related to the performance of the statutory or constitutional duties and responsibilities of the Department participating; or unless the activity provides a direct educational or other benefit supporting the work and public purpose of the person attending; or the duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention.

When claiming reimbursement for conference or convention travel when no registration fee was required, the statement “no registration fee required” must appear on the travel voucher. If the registration fee is paid by use of the Purchasing Card, a copy of the Purchasing Card receipt should be attached to the

voucher and a statement must be on the voucher that the registration fee was paid by the P-Card.

When registration fee is required and no meals are included in the fee, the statement “no meals included” should appear on the travel voucher. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. As provided in Attorney General Opinion 081-53, a continental breakfast is considered a meal and must be deducted if included in the registration fee for a conference, seminar, or workshop.

If a traveler is claiming per diem for a day on which a meal is provided, the per diem rate for that day will be reduced by the meal allowance authorized.

### **Section 3 – Travel Voucher**

The traveler should fill out the Travel Reimbursement Voucher and submit it to the Finance Department within two weeks of returning. Any form other than the County approved Travel Reimbursement Voucher will not be accepted. Emails, memos, or any other types of requests will be denied until the Voucher is completed and submitted.

The traveler must indicate the purpose of the travel and attach the necessary documentation justifying the reason for travel (i.e. conference agenda). The voucher must contain the destination, dates of the trip, mileage with the mileage map, meal allowances, hotel receipt, and any other reasonable expenses that were incurred while traveling (i.e. tolls, parking, etc.). If the traveler is claiming per diem rates, meal receipts are not necessary to be submitted with the voucher.

A traveler must be approved to travel by their immediate supervisor. When completing the travel voucher for reimbursement, the supervisor’s signature must be included. If said signature is not included, the travel voucher will be returned and not be processed until the signature is included.

A traveler will not be allowed an advancement of monies for meal allowances or mileage unless authorized and approved by their supervisor.

### **Section 4 – Per Diem**

A traveler may not claim per diem or reimbursement for lodging or overnight travel within 50 miles of his/her official headquarters or residence unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department Head or their designee.

Travelers will be reimbursed \$20.00 for each quarter that travel begins or ends. Example: If the traveler opts to receive per diem and leaves at 9:00 a.m. on Monday and returns at noon on Wednesday, the traveler will be reimbursed \$60.00 for the 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> quarters on Monday, \$80.00 for all day on Tuesday, and \$40.00 for the 1<sup>st</sup> and 2<sup>nd</sup> quarters on Wednesday, for a total of \$180.

## **Section 5 – Actual Expenses**

The traveler may claim reimbursement for actual expenses or per diem for Class A and B travel on a day by day basis.

A traveler choosing actual expenses for Class A or B travel must attach the original hotel receipt to the Travel Voucher in order to receive reimbursement even if the traveler uses a purchasing card to pay for the lodging (use of the P-Card is recommended).

### **Section 5.01 – Lodging**

Travelers will receive reimbursement of lodging expenses if the expenses are necessary, reasonable, are based on a single occupancy rate, and are substantiated by paid receipts.

Travelers should request the single occupancy government rate for hotel or motel rooms if claiming the actual cost of the room instead of per diem. Authorized travelers are reminded that obtaining economical hotel accommodations is a priority. Travelers should be prepared to justify situations where hotel costs appear excessive for the geographic areas in which the traveler is staying. In determining whether a hotel rate is excessive, consideration should be given to geographical area, seasonal fluctuations, and distance from the intended assignment location. A justification should be provided for hotel expenses that appear to be excessive.

Receipts for lodging expenses must show the name and address of the establishment, the name of the traveler, the daily rate(s) paid, the dates of “check-in” and “check-out”, and the number of persons who occupied the room. Employees will not be reimbursed for additional occupancy charges for non-County employees. Lodging expenses paid within the State of Florida with a County-issued Purchasing Card are exempt from sales tax. A sales tax exempt certificate will be given to all employees with a Purchasing Card. Travelers should make sure that any State sales tax is removed from the bill and not paid. If sales tax is paid, the traveler will note that they requested the sales tax be taken off of the bill and that it was not removed from the invoice.

If there is a mandatory hotel parking or valet parking charge, it should be included on the hotel receipt and should be noted on the travel voucher and should be noted on the hotel invoice that the parking or valet parking was a mandatory charge.

### **Section 5.02 – Meal Allowances**

In addition to receiving reimbursement of actual lodging expenses (if not paid by the Purchasing Card which is the preferred method), travelers will receive meal allowances according to departure and return times per the chart below:

<b>Meal</b>	<b>Traveler Must Depart Before:</b>	<b>And Return After:</b>	<b>To Claim Meal Allowance of:</b>
<b>Breakfast</b>	6:00 a.m.	8:00 a.m.	\$ 6.00
<b>Lunch</b>	12:00 noon	2:00 p.m.	\$ 11.00
<b>Dinner</b>	6:00 p.m.	8:00 p.m.	\$ 19.00
<b>All Day</b>	6:00 a.m.	8:00 p.m.	\$ 36.00

It is not necessary for travelers to submit meal receipts in order to claim reimbursement for meals. Currently, there is no reimbursement for meals during Class C travel. (The Implementing Bill for the General Appropriations Act will annually address the applicability of Class C travel reimbursement for meals.) Currently, a traveler shall neither be reimbursed for Class C Travel on a per diem basis, nor shall a traveler receive a meal allowance.

### **Section 6 – Transportation**

Travelers may use a common carrier, a County owned vehicle, a privately owned vehicle, or a rented vehicle for transportation. Whether the traveler chooses one or a combination of modes of transportation, the traveler should use the most economical travel route and the most economical and efficient travel method. However, travelers are not required to use their privately owned vehicle. The use of a privately owned vehicle is voluntary and is contingent upon such use conforming to the requirements above. If a rental car or another mode of transportation is used other than a privately owned vehicle, a Department Director must approve the means of transportation before arrangements are made and invoices are paid for.

### **Section 6.01 – Airline**

Travel by airline, when authorized, shall be “coach class” accommodations only (free upgrades are allowed). “First class” accommodations are not authorized and will result in reimbursement of expenses at the lower “coach” rate. The traveler must attach the original receipt for the purchase of the ticket (even if the County-issued Purchasing Card is used to purchase the ticket).

When appropriate, travelers should make use of discount airfares; however, many discount offers are either non-refundable or require payment of a penalty if exchanged or canceled. Penalties for exchange or cancellation of discount airfares may be reimbursed only if the cause or cancellation is in the best interest of the County. Reimbursement will not be made if the change is made strictly for the convenience of the traveler. A detailed justification for reimbursement of the exchange or cancellation penalty must be included on the traveler’s reimbursement voucher.

No group tickets or group charges are to be made. Each traveler must have an individual ticket.

Charges imposed by air carriers for lost tickets because of employee negligence will not be reimbursed by the County.

### **Section 6.02 – County Owned Vehicles**

Travelers using a County owned vehicle must include the vehicle number on the Travel Reimbursement Voucher. The traveler will not be reimbursed for mileage; however, if the traveler paid for fuel out-of-pocket, the traveler will be reimbursed for the amount of fuel only. It is recommended that the Purchasing Card be used for fuel when using a County owned vehicle.

### **Section 6.03 – Privately Owned Vehicles**

Travelers may use their privately owned vehicle and when doing so will be reimbursed for authorized business travel. Travelers using a privately owned vehicle will be reimbursed on a mile for mile basis at the rate authorized in Section 112.061, F.S., which is currently \$.445 per mile. Miles traveled between the traveler’s residence and official headquarters will not be reimbursed. Miles traveled between the point of origin must be based on the most current map miles maintained by the Florida Department of transportation at: <http://www2.dot.state.fl.us/CityToCityMileage/viewer.aspx>.

**Note: Travelers should calculate out to the third decimal point and round down to the nearest cent when calculating the allowable amount for all mileage. Example: 15 miles multiplied by \$.445 would equal \$6.675 and the amount to be paid to the traveler would be \$6.67.**

Vicinity miles incurred while conducting County business while in official travel status will be reimbursed on a mile for mile basis at the rate authorized in Section 112.061, F.S., which is currently \$.445 per mile, as a separate item on the reimbursement voucher. Vicinity mileage will only be reimbursed for driving around the city traveled to. Vicinity mileage may not be reimbursed for personal business (i.e. sightseeing, extracurricular activities, etc.). Vicinity miles are determined in addition to the mileage map discussed in the previous paragraph. An example of vicinity mileage would be the distance from a hotel (point of origin) in a city or town to a work assignment. It is the traveler's responsibility to accurately report vicinity miles incurred. The traveler must justify any vicinity miles that are deemed to be excessive.

When two or more travelers are traveling together, mileage reimbursement will be paid only to the owner of the vehicle.

Travelers will not be reimbursed for expenditures relating to the operation, maintenance, and ownership of a privately owned vehicle while on authorized travel.

#### **Section 6.04 – Rental Vehicle**

It is the traveler's responsibility to ensure that he/she receives the appropriate rate under the terms of the contract and the appropriate class vehicle at that rate. The traveler must have received approval *prior* to the rental reservations being made and also ensuring there is sufficient appropriations to cover said costs.

The traveler will not be reimbursed for mileage or vicinity mileage if using a rental car.

#### **Section 6.05 – Incidental Expenses**

Travelers should have a receipt for the following incidental expenses: taxi fares, tolls, parking fees, and storage.

Reasonable tips and gratuities may be reimbursed for actual tips paid to taxi drivers, mandatory valet parking and for tips associated with the portage of baggage. Tips for meals are not reimbursable.

Other expenses incurred that are County-related will be reimbursed if reasonable and can be proven to be in the best interest of the County.

### **Section 7 – Request for Reimbursement of Expenses**

The traveler must complete the Travel Reimbursement Voucher to receive reimbursement of travel related expenses.

Travelers are not authorized Class A or Class B per diem when the work assignment is within 50 miles from their official headquarters or residence.

The traveler must submit a Travel Reimbursement Voucher within ten (10) days after returning to their official headquarters.

Vouchers requesting reimbursement must be typed or completed in ink and must be legible. Vouchers that are not legible or that are incomplete will not be processed for reimbursement and will be returned to the traveler.

The traveler must provide his/her name, Department name, and expenditure account number. The traveler must include the purpose of travel, travel destination, travel times, and requested reimbursement of expenses as appropriate. All Travel Reimbursement Vouchers must be signed and dated by the traveler and their supervisor.

The traveler will note travel expenses paid with a County issued Purchasing Card and should include the receipts with the voucher. Receipts shall be clearly marked “P-Card”. The traveler shall not use the Purchasing Card to purchase items not authorized, such as meals or personal items such as movie rentals, games, etc. If the traveler has nonetheless used the County issued Purchasing Card to purchase or pay for items that are not authorized, the traveler will note the times and will either deduct the amount of the item(s) from the amount due to the traveler or attach a personal check or money order to the Travel Reimbursement Voucher when the voucher is submitted along with all receipts for the disallowable purchases.

### **Section 8 – Submission of the Travel Reimbursement Voucher**

Assemble the following documents:

- Your completed Travel Voucher
- Documentation of the purpose for your travel (conference agenda, etc.)
- Mileage Map from the Florida Department of Transportation
- Attach receipts for all of your additional expenses
- In addition, attach the receipt for your hotel showing paid verification

Submit these documents to your supervisor or Department director for review and approval. All travel vouchers that do not have the supervisor signature on them will be returned and will not be paid until the supervisor has signed the voucher. Make sure that you include the proper expenditure account code on the voucher.

Once approved, make copies for your records and forward the originals to the Finance Department. Your Travel Voucher must be submitted within ten (10) days after returning.

Please check the Accounts Payable schedule to determine when you should receive your reimbursement.



**ITEM 6(a): COUNTY COORDINATOR'S  
REPORT  
LIBRARY & EMS BUDGET AMENDMENTS**



# KIRK REAMS

**Jefferson County  
Clerk of Court & CFO**

**1 Courthouse Circle  
Monticello, FL 32344  
(850) 342-0218  
Fax (850) 342-0222**

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Commissioners & Coordinator:

The following items need to be approved before they are added to the current year budget due to grants that have been received this fiscal year:

1. \$78,026 – State Library Aid
2. \$181,280.94 – EMS Grants

Thank you for your attention to this matter.

Sincerely,

Kirk B. Reams

