



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**

District 1, Vice-Chair

Eugene Hall

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4, Chair

Stephen Walker

District 5

**Regular Session Agenda
February 3, 2015 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) **Updated CDBG Policies and Resolution**
4. **Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
5. **General Business**
 - a) **Mine Joint Venture Proposal** – Commissioner Boyd
 - b) **RFP - SHIP Program Contracted Consultant** – Parrish Barwick
 - c) **RFP - Construction Services/Industrial Park Project** – Parrish Barwick/Julie Conley
 - d) **Budget Amendment Request** – Property Appraiser Angela Gray
 - e) **Wacissa Springs Restoration Bid Recommendation** – Engineer Daryle Gray
6. **County Coordinator**
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 ITEMS

AGENDA ITEM REQUEST

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

February 3, 2015

BCC MEETING DATE

TO: Parrish Barwick, County Administrator **DATE:** 1/22/15

FROM: David Fox, Fred Fox Enterprises, Inc. **PHONE:** 904-810-5183

SUBJECT OR TITLE: Updated CDBG Policies and Resolution

						Legal Review	
<input type="checkbox"/>	BUSINESS ITEM	<input checked="" type="checkbox"/>	POLICIES	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>	ORDINANCE ()
<input checked="" type="checkbox"/>	CONSENT AGENDA	<input type="checkbox"/>	APPOINTMENTS	<input type="checkbox"/>	BID AWARD	<input type="checkbox"/>	RESOLUTION ()
<input type="checkbox"/>	WORKSHOP	<input type="checkbox"/>	REPORT	<input type="checkbox"/>	EX PARTE COMMUNICATIONS	<input type="checkbox"/>	CONTRACT ()
							BONDS ()

BACKGROUND INFORMATION: (Attach additional pages if necessary)

Jefferson County has been awarded a Housing Rehabilitation (CDBG) Community Development Block Grant Contract in the amount of \$ 700,000.00 from the DEO (Department of Economic Opportunity). Under this grant the County will rehabilitate or replace a minimum of 10 owner occupied homes that are occupied by Low to Moderate income households. The County has obligated \$ 75,000.00 in SHIP Funds toward this project.

As part of the County's contract conditions for this grant DEO has requested that Jefferson County update the following policies and ordinances. Attached are updated policies approved by DEO representative Debbie Dedman on January 21, 2015:

1. Fair Housing Ordinance
2. Anti-Displacement and Relocation Policy
3. CDBG Procurement Policy
4. Citizen Complaint and Grievance Procedures
5. Citizen Participation Plan
6. EEO and Affirmative Action Policy

1. IS FUNDING REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	2. IF YES, INDICATE IF BUDGETED <input type="checkbox"/> YES <input type="checkbox"/> NO
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED OMB REVIEW ()	
INDICATE FUNDING SOURCE -	

SUGGESTED MOTION/RECOMMENDATION/ACTION:
Motion to adopt the updated (1) Fair Housing Ordinance, (2) Anti-Displacement and Relocation Policy (3) CDBG Procurement Policy (4) Citizen Complaint and Grievance Procedure (5) Citizens Participation Plan and (6) EEO and Affirmative Action Policy

Administration: PB Initials

FORWARDED TO BCC SUPPORTING MATERIAL ATTACHED

FAIR HOUSING ORDINANCE (07.02)

ORDINANCE NO. _____

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA, CREATING A CHAPTER OF THE COUNTY CODE TO BE ENTITLED FAIR HOUSING CODE; PROVIDING FOR A DECLARATION OF POLICY TO PROHIBIT DISCRIMINATION IN HOUSING ON THE BASIS OF RACE, COLOR, ANCESTRY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS, FAMILIAL STATUS, HANDICAP OR AGE; PROVIDING DEFINITIONS; DESIGNATING AS UNLAWFUL CERTAIN DISCRIMINATORY PRACTICES IN THE SALE OR RENTAL OF HOUSING, AS WELL AS IN ADVERTISING IN CONNECTION THEREWITH, IN THE FINANCING OF HOUSING, AND IN BROKERAGE SERVICES RELATED TO EXCEPTIONS; PROVIDING FOR AN ADMINISTRATOR TO BE DESIGNATED BY JEFFERSON COUNTY AND PRESCRIBING THE GENERAL POWERS AND DUTIES OF SUCH ADMINISTRATOR, PRESCRIBING ACTION UPON A DETERMINATION OF PROBABLE CAUSE, AND AUTHORIZING THE PROMULGATION OF FORMS AND REGULATIONS; MAKING PROVISIONS FOR THE FILING OF COMPLAINTS AND RESPONSES THERETO, AND THE PROCESSING THEREOF BY THE ADMINISTRATOR; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR PROHIBITING UNTRUTHFUL COMPLAINTS OR FALSE TESTIMONY; PROVIDING FOR PENALTIES FOR VIOLATION OF SUCH CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF JEFFERSON COUNTY, FLORIDA, that:

SECTION 1. TITLE.

Section _____ of the code of Jefferson County, Florida, is hereby created which shall be known as and may be cited as the "Fair Housing Code" of Jefferson County, Florida.

SECTION 2. DECLARATION OF POLICY.

It is the policy of Jefferson County in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice in this jurisdiction without regard to race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

SECTION 3. DEFINITIONS.

The terms as used herein shall be defined as follows:

- (a) Administrator: That person appointed by the Board of County Commissioners pursuant to Section 6 hereof.
- (b) Age: Unless the context clearly indicates otherwise, the work age as used herein shall refer exclusively to persons who are 18 years of age or older.
- (c) Discriminatory Housing Practice: An act that is unlawful under Section 4 hereof.
- (d) Family: One or more persons living together as a single housekeeping unit in a dwelling.
- (e) Housing or Housing Accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.
- (f) Lending Institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.

- (g) Owner: Any person, including, but not limited to a lessee, sublease, assignee, manager, or agent, and also including the County and its departments or other subunits, having the right of ownership or possession or the authority to sell or lease any housing accommodation.
- (h) Person: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, unincorporated organizations, or public corporations, including, but not limited to the County or any department or subunit thereof.
- (i) Real Estate Agent: Any real estate broker, any real estate salesperson, or any other person, employee, agent, or otherwise, engaged in the management or operation of any real property,
- (j) Real Estate Broker or Salesperson: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.
- (k) Real Estate Transaction: Includes the sale, purchase, exchange, rental or leases of real property, and any contract pertaining thereto.
- (l) Rent: Includes leases, sublease, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.
- (m) Respondent: Any person against whom a complaint is filed pursuant to this ordinance.
- (n) Sale: Includes any contract to sell, exchange, or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

SECTION 4. UNLAWFUL HOUSING PRACTICES.

- (1) Unlawful housing practices: Sale or rental and advertising in connection therewith.

Except as provided in Section 5 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this ordinance, because of race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age:
- (a) To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
- (b) To discriminate against a person in the terms, conditions or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
- (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
- (d) To refuse to negotiate for a real estate transaction with a person.
- (e) To represent to a person that housing is not available for inspection, sale, rental or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
- (f) To steer any person away from or to any housing.

- (g) To make, print, publish, circulate, post or mail, or cause to be made, printed, published or circulated, any notice, statement, advertisement or sign, or to use a form of application or photograph for a real estate transaction or, except in connection with a written affirmative action plan, to make a record or oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
 - (h) To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.
 - (i) To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this ordinance.
 - (j) To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, or the sale or rental of any housing in any area in Jefferson County for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
 - (k) To retaliate or discriminate in any manner against any person because of his or her opposing a practice declared unlawful by this ordinance, or because he or she has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or conference under this ordinance.
 - (l) To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this ordinance, or to obstruct or prevent any person from complying with the provisions of this ordinance, or any conciliation agreement entered into there under.
 - (m) By canvassing to compel any unlawful practices prohibited by the provisions of this ordinance.
 - (n) Otherwise to deny to, or withhold, any housing accommodations from a person.
 - (o) To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, telephone, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood or any other area, to the race, color, religion, neighbors, tenants or other prospective buyers of any housing.
 - (p) To place a sign or display any other device either purporting to offer for sale, lease, assignment, transfer or other disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.
- (2) Unlawful housing practices: Financing

It shall be unlawful and a discriminatory housing practice for any lending institution, to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other assistance, or of the present or prospective owners, lessees, tenants or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in Section 5 of this ordinance.

(3) Unlawful housing practices: Brokerage Services

It shall be unlawful and a discriminatory housing practice to deny any person access to or membership or participation in any multiple listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of handicap, race, color, ancestry, national origin, religion, sex, marital status, familial status or age.

SECTION 5. EXEMPTIONS AND EXCEPTIONS.

- (1) Nothing contained in Section 4 hereof shall prohibit a religious organization, association, or society, or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting or from advertising the sale, rental or occupancy of housing which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. Nor shall anything in this ordinance prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes, provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (2) Nothing in Section 4 hereof, other than subsection (g) of subsection (1) thereof, shall apply to:
 - (a) Any single-family house sold or rented by an owner: provided, that such private individual owner does not own more than three such single family houses at any one time; provided, further, that in the case of the sale of any such single family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four month period; provided, further, that it does not own any interest in, nor is there owned or reserved on such owner's behalf, under any express or voluntary agreement, title to or any rights to all or a portion of the proceeds from the sale or rental of, more than three such single-family houses at any one time; provided, further, that the owner sells or rents such housing (1) without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent, salesperson, or person and (2) without the publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title; or
 - (b) Rooms or units in housing containing living quarters occupied or intended to be occupied by no more than four families living independently of each other, if the owner actually maintains and occupies one of such living quarters as such owner's residence, provided that the owner sells or rents such rooms or units (1) without the use in any manner of the sales or rental services of any real estate broker, agent or salesperson, or of such facilities or services of any person in the business of selling or renting housing, or of any employee or agency of any such broker, agent salesperson, or person and (2) without the publication, posting or mailing, after notice in violation of subsection (g) of subsection (1) of Section 4 hereof, but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstracters, title companies, and other such professional assistance as necessary to perfect or transfer the title.
- (3) For the purpose of this subsection a person shall be deemed to be in the business of selling or renting housing if:

- (a) He or she has, within the preceding twelve months, participated as principal, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in three or more transactions involving the sale or rental of any housing or any interest therein; or
- (b) He or she has, within the preceding twelve months, participated as agent, other than in the sale of his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any housing or any interest therein; or
- (c) He or she is the owner of any housing designed or intended for occupancy by, or occupied by, five or more families.
- (4) Nothing in Section 4 hereof shall be construed to:
 - (a) Bar any person from restricting sales, rentals, leases or occupancy, or from giving preference, to persons of a given age for bona fide housing intended solely for the elderly or bona fide housing intended solely for minors.
 - (b) Make it an unlawful act to require that a person have legal capacity to enter into a contract or lease.
 - (c) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for, and occupied exclusively by, individuals of one sex, to any individual of the opposite sex.
 - (d) Bar any person from selling, renting or advertising any housing which is planned exclusively for, and occupied exclusively by, unmarried individuals to unmarried individuals only.
 - (e) Bar any person from advertising or from refusing to sell or rent any housing which is planned exclusively for married couples without children or from segregating families with children to special units of housing.
 - (f) Bar any person from refusing a loan or other financial assistance to any person whose life expectancy, according to generally accepted mortality tables, is less than the term for which the loan is requested.

SECTION 6. ADMINISTRATOR AUTHORITY AND RESPONSIBILITIES.

- (1) Council to Appoint. The authority and responsibility for administering this ordinance shall be vested in the Council who shall appoint an administrator.
- (2) General Powers and Duties. The administrator shall:
 - (a) Receive written complaints as hereinafter provided in Section 7 relative to alleged unlawful acts under this ordinance when a complaint seeks the administrator's good offices to conciliate.
 - (b) Upon receiving written complaint, make such investigations as the administrator deems appropriate to ascertain facts and issues.
 - (c) Utilize methods of persuasion, conciliation, and mediation or information adjustment of grievances.
 - (d) Establish, administer or review programs at the request of the Council and make reports on such programs to the Council.
 - (e) Bring to the attention of the Commission items that may require Commission notice or action to resolve.
 - (f) Render to the Council annual written reports of his or her activities under the provisions of this ordinance along with such comments and recommendations as he or she may choose to make.
 - (g) Cooperate with and render technical assistance to federal, state, local and other public and private agencies, organizations and institutions which are formulating or carrying on programs to prevent or eliminate the unlawful discriminatory practices covered by the provisions of this ordinance.

- (3) Determination of Probable Cause. If after fully processing the complaint in the manner hereafter provided, the administrator determines that there is probable cause to believe that there has been a violation of the provisions of this ordinance, the administrator shall refer the matter, along with the facts he or she has gathered in the investigations, to the proper county, state or federal authorities for appropriate legal action.
- (4) Promulgation of Forms and Regulations. The administrator shall promulgate, publish and distribute the necessary forms, rules and regulations to implement the provisions of this ordinance.

SECTION 7. COMPLAINTS.

- (1) A person who claims that another person has committed a discriminatory housing practice against him or her may report that offense to the administrator by filing an formal complaint within forty-five (45) days after the date of the alleged discriminatory housing practice and not later.
- (2) The administrator shall treat a complaint referred by the Secretary of Housing and Urban Development or the Attorney General of the United States under the Fair Housing Act of 1968, Public Law 90-284, as an formal complaint filed under subsection (1).
- (3) An formal complaint must be in writing, verified or affirmed, on a form to be supplied by the administrator and shall contain the following:
 - (a) Identity and address of the respondent.
 - (b) Date of offense and date of filing the formal complaint.
 - (c) General statement of facts of the offense including the basis of the discrimination (race, color, ancestry, national origin, religion, sex, marital status, familial status, handicap or age).
 - (d) Name and signature of the complainant.
- (4) Each complaint shall be held in confidence by the administrator unless and until the complainant and the respondent(s) consent in writing that it shall be made public.
- (5) Within fifteen (15) days after the filing of the formal complaint, the administrator shall transmit a copy of the same to each respondent named therein by certified mail, return receipt requested. Thereupon, the respondent(s) may file a written, verified formal answer to the formal complaint within twenty (20) days of the date of the receipt of the formal complaint.
- (6) An formal complaint or answer may be amended at any time, and the administrator shall furnish a copy of each amended formal complaint or answer to the respondent(s) complaint, respectively, as promptly as practicable.
- (7) The administrator shall assist complainants or respondents when necessary in the preparation and filing of formal complaints or answers or any amendments thereto.
- (8) The administrator shall advise complainants of their rights and options provided in Section 760.34, Florida Statutes.

SECTION 8. PROCESSING COMPLAINTS.

- (1) Within fifteen (15) days after the filing of an formal complaint, the administrator shall make such investigation as is deemed appropriate to ascertain facts and issues. If the administrator shall deem that there are reasonable grounds to believe that a violation has occurred and can be resolved by conciliation, the administrator shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties such representatives as the parties may choose to assist them. Conciliation conferences shall be formal and nothing said or done in the course of the formal conference with the

individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the respondent(s). The administrator or employee of the administrator who shall make public any information in violation of this provision shall be deemed guilty of a violation of a County ordinance and shall be subject to penalty as set forth in Section 12 of this ordinance.

- (2) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing in the form approved by the administrator and must be signed and verified by the complainant and respondent(s) and approved by the administrator. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that the law has been violated.
- (3) If the administrator deems that there is not probable cause to believe that the alleged discriminatory housing practice has been committed, the administrator shall take no further action with respect to the alleged offense.
- (4) If the administrator, with respect to any matter involves a contravention of this ordinance by failure to conciliate a complaint after the parties, in good faith, have attempted such conciliation; or determining that the violation alleged in the complaint cannot be resolved by conciliation, the administrator shall notify both the complainant and the respondent(s) within thirty (30) days of the failure or the determination, and then shall proceed as provided in Paragraph (3) of Section 6 herein above.

SECTION 9. ADDITIONAL REMEDIES.

The procedure prescribed by this ordinance does not constitute an administrative prerequisite to another action or remedy available under other law. Further, nothing in this ordinance shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this ordinance shall be in addition to those provided by such other laws.

SECTION 10. EDUCATION AND PUBLIC INFORMATION.

The administrator may conduct educational and public informational activities that are designed to promote the policy of this ordinance.

SECTION 11. UNTRUTHFUL COMPLAINTS OR TESTIMONY.

It shall be a violation of this ordinance for any person knowingly and willfully to make false or untrue statements, accusations or allegations in a complaint filed hereunder or to give false testimony concerning violations of this ordinance.

SECTION 12. PENALTY.

Any person who violates any provisions of this ordinance shall be subject, upon conviction, to a fine up to but not exceeding the sum of Five Hundred and no/100 Dollars (\$500.00), or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

SECTION 13. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. Jefferson County hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional, and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 14. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its passage, approval and publication as provided by law.

Passed upon first reading at a meeting of the governing body of Jefferson County, Florida on the _____ day of _____, 2015.

Chief Elected Official

ATTEST:

Auditor and Clerk

RESOLUTION NO. _____

**ANTI-DISPLACEMENT
AND RELOCATION
POLICY
JEFFERSON COUNTY**

REFERENCE: TENANT ASSISTANCE, RELOCATION AND
REAL PROPERTY ACQUISITION PLANS.

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**JEFFERSON COUNTY
TENANT ASSISTANCE, RELOCATION & REAL PROPERTY ACQUISITION
PLAN**

1. Displacement Avoidance Policy:

Jefferson County is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. The County will also provide information to keep citizens involved in the process regarding pending land use changes, zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, “voluntary” displacement (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displaced. Voluntary displacement may also occur when a property owner voluntarily offers his home or business property for sale to the County. In these cases, the seller may be required to waive rights as a condition of the sale of the property, and the Uniform Relocation Act provisions will govern actions of the County and/or its representative. 24 CFR Part 570 is a governing document on displacement and is incorporated by reference. 49 CFR Part 24 provides Uniform Relocation Act information and is incorporated by reference. As pertains to the County’s tenant Assistance, Relocation and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378, September 1990, shall be adopted in its entirety.

2. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition.

In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 CFR Part 570 and 49 CFR Part 24.

A. Standard Condition

A dwelling unit is considered standard if it has no major defects or only slight defects which are correctible through the course of regular maintenance. It must be in total compliance with applicable County housing and occupancy codes; be structurally sound, watertight and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devises.
2. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall.
3. An appropriate, sanitary and approved source of hot and cold potable water.
4. An appropriate, sanitary and approved sewage drainage system.
5. A fully useable sink in the kitchen.
6. Adequate space and service connections for a refrigerator.
7. An unobstructed egress to a safe, open area at ground level; and
8. Be free of any barriers which would preclude ingress or egress if the occupant is handicapped.

Failure to meet any of these criteria automatically causes a dwelling to be considered “standard”.

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, or has minor defects which require a certain amount of correction but can still provide safe and adequate shelter or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up.

If these costs are equal to or less than 65% of the value of a comparable replacement unit as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 65%, the unit will be deemed unsuitable.

This criteria is arbitrary, however, and the County Commission/Board of Adjustments may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis. Each deviation so approved must be thoroughly documented.

Displacement Policy and Procedures

III. Permanent, Involuntary Displacement

The County will provide reasonable relocation assistance to persons (families, individuals, businesses, nonprofit organizations, displaced (moved permanently and involuntarily) as a result of the use of CDBG/federal assistance to acquire or substantially rehabilitate property). Assistance to displaced persons may include:

- a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies. The documents shall be submitted prior to the disbursement of payment.
- b) Advisory services necessary to help in relocating.
- c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent, safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income of a family earning 80 percent of the median income for the jurisdiction.

A. Provisions for One-on-One Replacement

The County will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to use other than a low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR Part 570. Replacement low/moderate income units may include public housing or existing housing receiving Section 8 project based-assistance.

All replacement housing will be provided within three years of the commencement of the demolition rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the County.
2. The units will meet all applicable County housing, building, and zoning ordinances and will be in standard, or better, condition.
3. The units will be designed to remain low/moderate income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).

4. The unit will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expanding CDBG/federal funds that will directly result in such demolition or conversion, the local government will make public and submit to the Florida Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing.

1. A description of the proposed assisted activity.
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate income dwelling units.
3. A time schedule for commencement and completion of the demolition or conversion.
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement units.
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

B. Provisions for Relocation Assistance for Residential Displacement

The County will provide relocation assistance, as described in 24 CFR Part 570, to each low/moderate income household involuntarily displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to :

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services.

3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs, and
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value or rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

C. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, etc., shall not be relocated unless the move is voluntary, essential to the project from the public view, and the owner waives his/her rights under the Uniform Act except for the following relocation assistance:

1. Actual moving and reasonable re-establishment expenses not less than \$1,000 nor more than \$20,000 equal to prorated share for a period of interruption of operations of the average annual net earnings. Average annual net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging that fact will be required.

IV. Temporary, Voluntary Displacement and Relocation

- A. Persons occupying housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall vacate the housing at the direction of the County (or its designated agency), in order to facilitate the safe, timely and economical rehabilitation process.
- B. A moving allowance of \$300 will be provided each family unit so displaced. This allowance will be provided in two payments of \$150 each on move out and move back in.
- C. The County may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by the County's designated agency, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposited refund shall be denied in full or in part for payment of

damages to the owner/lessee due to the occupants, (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the unit, (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to do so by the County's designated agency.

- D. A storage allowance of up to \$150 will be provided each family unit displaced if Storage is necessary and essential to the move.
- E. Insurance cost of up to \$100 for the replacement value of the household property in connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.
- V. Permanent, Voluntary Displacement and Relocation

If it is determined by the County that occupants of a dwelling should be permanently relocated, and the occupants voluntary consent, the government will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 CFR Part 570 must be consulted to determine specific limitations.

VI. Tenant Assistance Policy/federal Rental Rehabilitation Program.

- A. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rental Rehabilitation funds will not be used to rehabilitate the structures if the rehabilitation will cause the permanent displacement of LMI families.
- B. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered a decent, safe and sanitary dwelling unit at an affordable rate as described on the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant a decent, safe, sanitary and affordable unit and the tenant has declined the offer.
- C. Should temporary displacement becomes necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Housing Ordinance and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe, and sanitary housing at an affordable rate.

- D. The Housing Authority at Jefferson County shall provide federal preferences to any qualified LMI family subject to relocation. Where Section 8 Housing vouchers are available, such preferences will apply.
- E. Where required compensation to obtain replacement housing shall not exceed \$3,000 threshold. Should such projected compensation to the tenant exceed this threshold, consideration shall be given to not performing the demolition rehabilitation which would cause displacement.

VII. Displacement of Homeowners

When rehabilitation of the dwelling is not feasible or cost effective, demolition of house with CDBG/federal funds may be considered, only as a voluntary action by the homeowner.

Although homeowners have a right to assistance as previously discussed, CDBG/federal funds available for relocation assistance are limited. Therefore, financial assistance shall not exceed that described in accordance with 49 CFR 24.401, and the regulations under U.S. HUD Handbook 1378.

VIII. Appeals/Counseling

- A. If a claim for assistance is denied by the County, the claimant may appeal where applicable to either the State of Florida or U.S. Department of Housing and Urban Development, and their decision shall be final unless a court determines the decision was arbitrary and capricious.
- B. Counseling will be provided to displaced in the area of households finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the County or its designated agency.

To permanently displaced households to ensure that:

- 1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, genetics or presence of children in the households

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

Section 1 PURPOSE

This policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All County staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to: OMB Circular A-102, attachment O; 24 CFR Part 85 Section 85.36; s. 287.055, Florida Statutes.

Section 2 APPLICATION OF POLICY

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

Section 3 PURCHASING DIRECTOR

The County Finance Director shall serve as the central purchasing officer (the “Purchasing Officer”) of Jefferson County for all contracts or agreements described in Section 2.

Section 4 PURCHASING AND CONTRACT AWARD PROCEDURES

Section 4.01 PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section 4.06) and Cooperative Purchasing (Section 4.07), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

- A. Small Purchases (Section 4.02) \$1.00 to \$750.00
- B. Purchasing Quotes (Section 4.03)\$750.01 to \$5,000.00
- C. Competitive Sealed Bids/Proposals
 (Section 4.04 & 4.05)\$5,000.01 and above

Section 4.02 SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section 4 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

Section 4.03 PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section 4 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

Section 4.04 COMPETITIVE SEALED BIDDING

1. Conditions For Use. All contracts for purchases of a single item, services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section 4, where price, not qualifications, is the basis for contract award, shall be awarded by competitive sealed bidding.

2. Invitation to Bid. An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Council. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Council as duly authorized expressions on behalf of proposers.
 - (1) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
 - (2) Approved Equivalents. The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.

4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will effect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or

life cycle costs. No criteria may be used in bid evaluation that are set forth in the Invitation to Bid, in regulations, or in this policy.

6. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the Board of County Commissioners.

7. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgemental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
 - (1) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (2) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.

8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The County reserves the right to waive any informality in bids and to make an award in whole or in part when both conditions are in the best interest of Jefferson County. Any requirement which is waived must be documented and kept in the file.

 - (1) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written

surveying services will be awarded according to the provisions of Section 4.051. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section 4.052.

Section 4.051 PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, AND LAND SURVEYING SERVICES

1. Public Announcement. It is the policy of the County to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the County may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.

(1) Scope of Project Requirements. Prior to submission of the request for proposals for professional as an agenda item for approval by the Council, the Purchasing Officer shall submit to the County written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following:

- (a) the general purpose of the services or study;
- (b) the objectives of the study or services;
- (c) estimated period of time needed for the services or the study;
- (d) the estimated cost of the service or study;
- (e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
- (f) list of current contracts or prior services or studies which are related to the proposed study or service;
- (g) the described qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.

(2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the County Commission to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than fourteen calendar days from the date of public notice when the Purchasing Officer shall publish in at least one newspaper of wide general circulation in the region.

(3) Modification Prohibition. After the publicized submission time and date, indications

of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee (defined in Section 4.051-2(3)) prior to making its selection of those best qualified to be formally interviewed.

(4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the County is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

2. Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the County may determine whether a three member or five member selection committee will best serve the needs of the Council.

(1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the Board of County Commissioners.

(2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the Board of County Commissioners.

(3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for Formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:

(a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and

(b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.

(4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:

- (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
- (b) current work load;
- (c) financial responsibilities;
- (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
- (e) record of professional accomplishments;
- (f) proximity to the project involved, if applicable;
- (g) record of performance; and
- (h) ability to design an approach and work plan to meet the project requirements, where applicable.

(5) Interview and Council Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Council for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

3. Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Council President directs that negotiations be conducted by a Negotiation Committee.

Negotiation. The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the County. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified

firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

Section 4.052 OTHER COMPETITIVE SEALED PROPOSALS (non-287.055 services)

1. Conditions for Use. All contracts required by Section 4.05 to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
2. Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section 4.051.
3. Council Approval. Proposals anticipated to exceed the threshold established in Section 4 for Competitive sealed Proposals shall be approved by the Board of County Commissioners prior to solicitation.
4. Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection 4.04-3 of this policy for competitive sealed bidding.
5. Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
6. Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
7. Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Board of County Commissioners, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a

written summary of the proposals and make written recommendation of award to the Board of County Commissioners. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.

Award. Award shall be made by the Board of County Commissioners to the lowest responsible offer or whose proposal is determined in writing to be the most advantageous to the Board of County Commissioners, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that is not included in the Request for Proposal.

Section 4.06 SOLE SOURCE PURCHASES

1. Sole Source Certification. The procurement for all professional services and any contract resulting from a non-competitive procurement process must meet the requirements of 24 CFR 85.36 and Section 287.055 of the Florida Statutes. The County's Purchasing Officer must conduct a cost or price analysis of all proposed prices on sole source purchases, analysis shall include a review of profit as a separate element.
2. Additional Purchases from Certified Sole Source . The Purchasing Officer may be authorized, after initial sole source certification and DEO approval, to make additional purchases from a sole source vendor for not less than one year or until such time a contrary evidence is presented regarding sole source eligibility, whichever period is less.

Section 4.07 COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with this policy and with the County and State Law.

Section 4.08 BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the Board of County Commissioners. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the County Clerk prior to protesting to the Board of County Commissioners.
2. Filing a Protest. Any persons who is effected adversely by the decision or intended decision of the County shall file with the Purchasing Officer a notice of protest in writing

within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after he/she filed the notice of protest, Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section. A written protest is filed with the County when it is delivered to and received in the office of the Purchasing Officer.

1. The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
2. The formal written protest shall; identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
3. The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall; within 14 calendar days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
 - (1) Protest Proceeding Procedures.
 - (a) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
 - (b) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
 - (c) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a

determination of the protest.

- (d) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
 - (e) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the Board of County Commissioners.
 - (f) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
- (2) **Intervenor.** The participation of intervenors shall be governed by the terms of the order issued in response to a petition to intervene.
 - (3) **Time Limits.** The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal
 - (4) **Entitlement to Costs.** In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
5. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this Section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Board of County Commissioners makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the County.

Section 4.09 CONTRACT CLAIMS

- 1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the Board of County Commissioners or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the Board of County Commissioners.
- 2. Decision of the Purchasing Officer. All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

3. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under section 4.09..
4. Finality of the Purchasing Officer Decision; Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the Board of County Commissioners.
5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

Section 4.10 REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

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

may be declared null and void or voidable, if such action is in the best interest of the County.

Section 5

CONTRACT ADMINISTRATION

Section 5.1 CONTRACT PROVISION

1. Standard Contract Clauses and Their Modification. The County after consultation with the County Attorney, may establish standard contract clauses for use in County contracts. However, the Purchasing Officer may, upon consultation with the County Attorney, vary any such standard contract clauses for any particular contract.

2. Contract Clauses. All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the County Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (1) the unilateral right of the County to order, in writing, changes in the work within the scope of the contract;
 - (2) the unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (3) variations occurring between estimated quantities or work in contract and actual quantities;
 - (4) defective pricing;
 - (5) time of performance and liquidated damages;
 - (6) specified excuses for delay or nonperformance;
 - (7) termination of the contract for default;
 - (8) termination of the contract in whole or in part for the convenience of the County;
 - (9) suspension of work on a construction project ordered by the County;
 - (10) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
 - (a) when the contract is negotiated;
 - (b) when the contractor provides the site or design; or
 - (c) when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - (11) value engineering proposals;
 - (12) remedies;
 - (13) access to records/retention records;
 - (14) environmental compliance; and
 - (15) prohibition against contingency fees;
 - (16) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and

- cancellation clauses;
- (17) bonding requirements as set by the Board of County Commissioners;
- (18) causes of and authorization for suspension of contract for improper contractor activity.

Section 5.2 PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the County:
 - (1) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) by unit prices specified in the contract or subsequently agreed upon;
 - (3) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the County;
 - (4) in such other manner as the contracting parties may mutually agree; or
 - (5) in the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County, subject to the provisions of this Section.

2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this Section.

Section 5.3 CHANGE ORDERS/CONTRACT AMENDMENTS

Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment. The purchasing categories thresholds designated in Section 4.01 shall govern the appropriate level of approval.

Section 5.4 ASSIGNMENTS OF CONTRACTS

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

Section 5.5 RIGHT TO INSPECT PLANT

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

Section 6 RIGHTS OF BOARD OF COUNTY COMMISSIONERS

Nothing in this policy shall be deemed to abrogate, annul, or limit the right of the Board of County Commissioners when acting in the best interest of the County. The Board of County Commissioners reserves the right to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for public good. All allocated CDBG funds must meet the requirements of 24 CFR 85.36 and Section 287.055 of the Florida Statutes.

Section 7 COUNTY PROCUREMENT RECORDS

1. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the County in a contract file.

2. Retention of Procurement Records. All procurement records shall be retained and disposed of by the County in accordance with records retention guidelines and schedules established by the State of Florida.

Section 8 SPECIFICATIONS

Section 8.1 MAXIMUM PRACTICABLE COMPETITION

All specifications shall be drafted to promote overall economy and encourage competition in satisfying the County needs and shall not be unduly restrictive. The policy applies to all specifications including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen.

Section 8.2 USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the County determines that:
 - (1) no other design, performance, or qualified product list is available;
 - (2) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (3) the nature of the product or the nature of the County requirements makes use of a brand name equivalent specifications suitable for the procurement; or
 - (4) use of brand name or equivalent specification is in the County's best interest.

2. Designation of Several Brand Names. Brand names or equivalent specifications shall seek to designate three, or as many different brands as are practicable, as "or equivalent" references and shall further state the substantially equivalent products to those designated may be considered for award.

3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

Section 8.3 BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the County needs.
2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 4.06, Sole Source Purchases.

Section 9 ETHICS IN PUBLIC CONTRACTING

Section 9.1 CRIMINAL PENALTIES

To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.

Section 9.2 EMPLOYEE CONFLICT OF INTEREST

1. Participation. It shall be unethical for any County employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:

- (1) the County employee, officer or agent;

- (2) any member of his immediate family;
- (3) his or her partner; or
- (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officer's employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub-agreements.

Section 9.3 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with Jefferson County.

Section 9.4 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of other persons.

Section 9.5 GRATUITIES AND KICKBACKS

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal thereto.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or behalf a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall conspicuously set forth in every contract and solicitation therefore.

Section 9.6 SANCTIONS

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the County, or other appropriate authority may:
 - (1) impose one or more appropriate disciplinary actions as defined in the County Personnel Rules and regulations, up to and including termination of employment; and;
 - (2) may request investigations and prosecution

2. Non-employee Sanctions. The Council may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

- (1) written warnings;
- (2) termination of contracts; or
- (3) debarment or suspension as provided in Section 5.1.

Section 9.7 RECOVERY OF VALUE TRANSFERRED OR RECEIVED IN BREACH OF ETHICAL STANDARDS

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this policy by a County employee or non-employee may be recovered from both the County employee and non-employee.
2. Recovery of Kickbacks by Jefferson County. Upon a showing that a subcontractor made a kickback to prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 10 FEDERAL POLICY NOTICE

Section 10.1 PATENTS

If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

1. Notice To Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
2. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

Section 10.2 NOTICE OF FEDERAL PUBLIC POLICY REQUIREMENTS

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:

- (1) equal employment opportunity;

- (2) affirmative action;
 - (3) fair labor standards;
 - (4) energy conservation;
 - (5) environmental protection; or
 - (6) other similar socio-economic programs.
2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

Section 11 PAYMENT TO VENDORS

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

Section 12 MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

1. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the Board of County Commissioners. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the Board of County Commissioners are responsible for implementing this program.
2. Policy Statement.
 - (1) It is the policy goal of the County that two percent (2%) of the Council approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (CIPs, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program are not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
 - (2) All department and divisions under the jurisdiction of the Board of County Commissioners are responsible for implementing this program and for making every reasonable effort to utilize MBEs and WBE’s when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women owned businesses.
 - (3) Regarding the implementation of this policy, it is the Council’s intent to foster economic development in the County’s area by establishing its MBE goals based on availability

of minority and women-owned businesses located within the County. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the Board of County Commissioners, with or without a public hearing, as deemed necessary.

3. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.
4. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

(1) Capital Improvement Projects

(a) REVIEW

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

(b) PRE-BID ACTIVITY

(1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.

(2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

(3) Available plans and specification will be to MBE/WBE associations along with any special instructions on how to pursue bids.

(4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.

(5) No contractor will be awarded a bid until the contractor has provided specific detailed documentation on how MBE/WBEs will be utilized, and such a plan is approved by the Board of County Commissioners.

(6) The MBE/WBE participation plan for a specific project and the contractor commitment to carry out the program will become a part of the contract awarded by the County. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

(2) Contractor Responsibilities

(a) Contractors must indicate all MBE/WBEs, contracted for quotes regarding a particular scope of work and submit a completed “Intent to Perform” sheet containing information and documentation obtained from each MBE/WBEs.

(b) A contractor who determines that a MBE/WBEs, names in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

(c) A contractor’s MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.

(d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.

(e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate County representatives to review the project scope and the MBE/WBE utilization plan.

(f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Council approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

(3) MBE/WBE Contractor’s Responsibilities

(a) MBEs/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program.

(b) MBEs/WBEs should attend pre-construction conferences to obtain information and technical assistance on projects and bid procedures in which they (MBEs/WBEs) have submitted bids.

4. Joint Venture Responsibilities

(a) All joint ventures between minority and non-minority contractors must meet the “joint venture” definition included in the policy.

(b) The use by MBE/WBEs or prime contractors of “minority fronts” or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program, will not be tolerated and may result in termination of participation.

(c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentages of the dollar amount of the work to be performed by the MBE/WBEs.

(d) Contracts subject to this policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Council.

5. Fulfilling MBE/WBE Participation Requirements

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

6. Payment

(1) Payment will be expedited by the Board of County Commissioners within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBEs/WBEs.

(2) The County will provide work progress payments to all business at the completion and subsequent acceptance by Council representatives within various stages of a particular project.

7. Waiver of Bid Bond Requirements.

The Council may, at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the County.

8. Bid List.

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

(1) The County may remove firms from the bid list for any of the following reasons:

- (a) consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
- (b) failure to update the information in file including address, product or service description or business description.

- (2) The Council may remove firms from the bid list for the following reasons:
- (a) failure to perform according to contract provisions;
 - (b) conviction in a court of law of any criminal offense in connection with the conduct of business.
 - (c) clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
 - (d) clear and convincing evidence that a vendor has attempted to give a Council employee, officer or agent a gratuity of any kind for the purpose of influencing recommendation or decision in connection with any part of the Board of County Commissioners purchasing activity;
 - (e) violation of circumvention of the Minority Business Enterprise Program; or
 - (f) other reasons deemed appropriate by the Board of County Commissioners

(3) This policy is consistent with and subordinate to the County Purchasing Policy. Wherever conflicts may exist, the provision in the Purchasing Policy will prevail.

9. Reporting.

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

10. Severability Clause.

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

DULY ADOPTED by the Board of County Commissioners, Jefferson County, Florida this _____ day of _____, 2015.

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

BY: _____, Chairman

ATTEST:

, County Clerk

Resolution No. ____

JEFFERSON COUNTY, FLORIDA

**COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

COMPLAINT AND GRIEVANCE PROCEDURES

1. All complaints and or grievances, including those involving the handicapped, shall be submitted in writing to the Community Development Administrator.
2. If remedy is not provided, then the complaint or grievance shall elevate to the Citizens Advisory Task Force (CATF).
3. If remedy is not provided, the complaint or grievance shall elevate to the Jefferson County Board of County Commissioners.
4. It shall be the policy of this locality to respond within fifteen (15) working days to all written complaints. It shall further be the policy of this locality to resolve complaints and grievances in a timely manner.
5. Nothing in the policy or procedure is intended to keep anyone aggrieved from appealing decisions to the Florida Department of Economic Opportunity if proper resolution is not received.

THIS RESOLUTION ADOPTED THIS ____ DAY OF _____, 2015

Jefferson County

, Chairman

Attest:

, County Clerk

JEFFERSON COUNTY, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITIZENS PARTICIPATION PLAN

In keeping with the provisions of the Housing and Community Development Act of 1974 as amended, 24 CFR 570.431 and Department of Economic Opportunity (DEO) Rule 73C-23, Jefferson County, Florida hereby establishes a Citizen Participation Plan.

I. OVERALL GOAL

The purpose of this plan is to provide the citizens of Jefferson County with an adequate opportunity for meaningful involvement on a continuing basis and for participation in the planning, development, implementation, and assessment of Jefferson County's Community Development Block Grant Program.

II. OBJECTIVES

- A. To increase interchange of information between CDBG Staff and the local citizens concerning community development and related concerns.
- B. To heighten public awareness as to the purpose and function of the CDBG Program and the types of assistance available, especially among low/moderate income residents of CDBG target areas.
- C. To increase community participation in program planning and implementation and thereby create local support for CDBG goals.
- D. To allow affected or potentially affected citizens to directly assist in shaping and guiding the program's impact upon their neighborhood as well as the community at large.

III. CONSISTENCY

This Citizen Participation Plan is consistent with the requirements Section 508 of the Housing and Community Development Act of 1987 which amends Section 104(a) of the Housing and Community Development Act of 1974, 24 CFR 570.4312 and DEO Rule 73C-23. This Plan supersedes all other Citizen Participation Plans utilized by Jefferson County, Florida. This Plan sets forth the procedures for Citizen Participation that shall be utilized during each stage of the Community Development Block Grant process and upon its adoption by the Board of County Commissioners of Jefferson County shall remain in effect until otherwise amended.

IV. OVERVIEW

- A. Citizen participation is a vital element in the preparation of a method by which community involvement will be solicited and maintained throughout the entire Community Development Block Grant process. Jefferson County, Florida shall strive to ensure such participation by utilizing the public hearing process and by appointing a Citizens Advisory Committee.

- B. It shall be the policy of Jefferson County that the effectiveness of citizen participation in the planning, development, implementation, and assessment of the Community Development Block Grant process be analyzed during the public hearings and other called meetings and amendments to the Plan made when necessary.

V. CITIZEN PARTICIPATION TECHNICAL REQUIREMENTS

Since the purpose of this plan is to provide the citizens of Jefferson County, Florida with an adequate opportunity for meaningful involvement in the planning, implementation, and evaluation of the County's Community Development Block Grant process, it shall be the County's policy to solicit, and respond in a timely manner to, the views and proposals of all citizens, particularly low and moderate income persons, members of minority groups, and residents of blighted areas where the potential exists for the undertaking of CDBG eligible activities. Upon adoption of this Plan, the following technical requirements shall govern this process:

A. Public Hearings

1. To ensure adequate notice of public hearings, all notices shall be printed in the non-legal section of the (local newspaper) no less than five (5) days and no more than twenty (20) days prior to each public hearing held at any stage of the Community Development Block Grant process.
2. When deemed appropriate, the County may also post notices of such hearings in not less than two public places. The posting of notices may only supplement publication of public hearing notices. A news article located in a conspicuous place in the newspaper may be considered as sufficient printed notice to fulfill this requirement. The County may also utilize additional means (personal contact, radio, etc.) to the maximum extent possible to reach target groups identified above when this is necessary. A minimum of two public hearings will be held before the Board of County Commissioners to provide the greatest access for citizen participation in developing CDBG applications.
3. Because of the size of the County, and the centrality of the County Administration Building, this requirement will generally be satisfied by holding the hearings at the Jefferson County Administration Building.
4. Jefferson County has a known concentration of non-English speaking residents; therefore the services of a translator will be obtained in the event a significant number of residents of a target area do not speak English and request such services. Notices shall include information concerning the handicapped.

B. Citizens Advisory Task Force

1. The County shall establish a Citizens Advisory Task Force for all CDBG projects other than economic development projects, which shall consist of no less than three (3), not more than seven (7) members appointed by the Board of County Commissioners in a manner, which will ensure substantial representation of low and moderate income persons and minorities. Committee members shall serve two (2) year terms.
2. The Citizens Advisory Task Force shall serve as a focal point or liaison between the County and its constituents in regard to CDBG project development and implementation. The Committee shall have the following duties and responsibilities:
 - a. Disseminate information concerning eligible activities, proposed projects, and the status of current projects.
 - b. Coordinate various groups which choose to participate in the implementation of community development activities.
 - c. Review written comments assessing the implementation of the CDBG program.
 - d. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
 - e. Monitor the overall implementation of the CDBG program and review program status with administrative personnel on a quarterly basis or more frequently if deemed necessary.
 - f. Monitor the citizen participation process and propose such amendments as may be necessary to this Participation Plan.
3. The Citizen Advisory Task Force shall be a tool through which program progress can be analyzed and proposed amendments discussed, if applicable.

C. Access To Records

1. Jefferson County shall maintain a complete project file on its Community Development Block Grant program(s) which shall be available for public inspection during regular office hours in the County Coordinators office. This file shall include but not be limited to the following:

- a. Citizens Participation Plan
 - b. Community Development Plan
 - c. Community Development Block Grant Application
 - d. Program Amendments
 - e. Environmental Review Record
 - f. Financial Status
 - g. Fair Housing Ordinance
 - h. Equal Opportunity Requirements
 - i. Policies and Procedures Governing Beneficiary Eligibility
 - j. Performance Assessment Report
 - k. Written Comments and County's Response
2. Generally, the project file is available for review by any citizen or group; however, in no case will disclosure be made of any program participant's financial status.

D. Technical Assistance

The program staff shall provide technical assistance to citizens committees and groups and interested persons in the citizen participation process. This technical assistance shall focus on increasing public access to participating in the Community Development Block Grant decision making process through the Citizens Advisory Committee, and ensuring that this participation is meaningful. Technical assistance will also be utilized to foster an understanding of program requirements; i.e., equal opportunity, relocation, environmental policies, beneficiary eligibility, etc.

E. Grievances

1. All grievances regarding individual decisions made as a part of the implementation of the Community Development Block Grant program shall be submitted, in writing to the Program Administrator. If a person feels that his/her complaint has not been sufficiently addressed by the Program Administrator's response, an appeal may be made to the Citizens Advisory Task Force.
2. If a response satisfactorily to the aggrieved is not issued by the Committee, an appeal may be made to the Board of County Commissioners. At any point, the aggrieved may register a written complaint with the Florida Department of Economic Opportunity, 107 East Madison Street, MSC-400 Tallahassee, Florida 32399-6508. All written complaints registered at the local level shall have a written response from the Administrator, Committee, or the Board of County Commissioners within fifteen (15) working days of the lodging of said complaint. A file of all grievances and responses shall be maintained and available for public inspection. In the event the aggrieved has exhausted

all appeals without a decision satisfactory to himself/herself, he/she may pursue other legal channels in an attempt to achieve satisfaction.

F. Amendment

The amendment of this Plan shall follow all citizen participation requirements delineated in the Section Post Approval Requirements and applicable technical provisions. Such amendments shall require adoption by the Board of County Commissioners prior to becoming effective.

G. Authority

No part of this participation Plan shall be construed to restrict the responsibility and authority of the elected officials of Jefferson County, Florida, in the development and implementation of any Community Development Block Grant program. Rather it is a vehicle through which the elected officials of Jefferson County can assure citizen input prior to their decision making process.

CITIZEN PARTICIPATION IN EACH STAGE OF THE CDBG PROGRAM

I. Application Stage

The objective of citizen participation at this stage is to provide meaningful community-wide citizen input into the decision making process during the consideration of priorities and of options associated with the development and submission of the application. The following requirements will be met during the application stage and certified to in the body of the application:

A. Review of the Citizen Participation Plan

B. Presentation of the County's Community Development Plan.

Title I of the Housing and Community Development Act of 1974, as revised, has as its primary objective, the development of viable urban communities by providing decent housing, suitable living environment, and expanding economic opportunities, principally for persons of low and moderate incomes. Consistent with these objectives, Jefferson County will develop a Community Development Plan that identifies the community development and housing needs and specifies both short and long term community development objectives to meet the established needs.

C. Public Hearings

A minimum of two (2) public hearings will be held before the Board of County Commissioners during this stage. The purpose of the first public hearing is to assess community needs and problems in an effort to determine the most pressing needs of the community and to solicit citizen input as to the ranking of said needs. The purpose of the second hearing is to present for public comment and review the program of activities that the County has selected for the application as best suited to meet these needs. The County may determine that more than two (2) public hearings during the application stage are desirable and thus hold extra hearings. All such hearings shall be governed by the requirements as set forth herein. The following information will be presented to the public at each public hearing during this stage:

1. The range of activities that may be undertaken with CDBG funds, the kinds of activities previously funded; if any, and the progress made with respect to those activities.
2. An overview of the CDBG program to include analysis of DEO rating process and discussion of applicable grant ceilings.
3. Discussion of the competitive nature of the CDBG process and the likelihood that more applications will be submitted to DEO than can be funded.
4. The process to be followed in soliciting and responding to the views and proposals of citizens in a timely manner.
5. Discussion of the role of the Citizen Advisory Task Force.

II. POST APPROVAL STAGE

- A. The County shall assure continuing citizen participation throughout the life of the Community Development Block Grant program, particularly when considering amendments to the program. The County shall conduct at least one (1) public hearing, in accordance with the requirements of such hearings, during the grant amendment process.
- B. The involvement of citizens in the amendment process is felt to be essential. To ensure adequate citizen participation during the conduct of the program, the following requirements for amendments will be met:
 1. A minimum of one (1) public hearing will be held prior to the submission of any amendment requiring formal approval by DEO

- according to the provisions of this Plan.
2. Citizens will be involved in amendments not requiring formal DEO approval, budget revisions, and local changes in the CDBG Program. Such changes will be presented for review to the Citizen's Advisory Committee in a meeting of such Committee which shall be open to the public.
3. The County shall attempt to involve citizens residing in the target area(s) affected by any amendment or revision in the development of such amendment or revision. This shall be accomplished through the dissemination of information on such program changes to the affected residents.

IV. ASSESSMENT OF PERFORMANCE

Citizens of Jefferson County will be provided opportunities to comment on the implementation of the Town's CDBG program and to assess the performance of the County in meeting its community development goals and objectives. Continual community assessment of the effectiveness of the program is considered essential to the success of a CDBG program. In order to ensure this involvement, the County will utilize the following approaches:

1. The Citizen Advisory Task Force, established in accordance with this Plan, will function as the focal point of the evaluation and assessment process. This group will continually provide the County and its staff with feedback on the effectiveness of the program and suggest changes, if applicable.
2. The public hearing process will be used to ensure community-wide participation in the evaluation of the program.
3. Written comments on the program will be received at any time during the life of the program. All written comments will be presented to the Citizen Advisory Task Force for their review and responses by the appropriate party within fifteen (15) working days.

VI. CITIZEN COMMENT TO DEO

Persons may comment to DEO at any time concerning Jefferson County's failure to comply with the citizen participation requirements as set forth in this Plan.

JEFFERSON COUNTY, FLORIDA

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CITIZENS PARTICIPATION PLAN

THIS PLAN passed this _____ day of _____, 2015.

, Chairman

ATTEST:

, County Clerk

RESOLUTION # _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY JEFFERSON COUNTY; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Jefferson County desires to establish a policy supporting small, women owned and minority businesses, and,

WHEREAS, the Board of County Commissioners of Jefferson County recognizes an opportunity to affirmatively support small, women owned and minority business in those programs directly funded by the U.S. Department of Housing and Urban Development; and,

WHEREAS, the Board of County Commissioners of Jefferson County desires to bring the percentage of minorities employed by the County more closely in line with its percentage of minorities who live in the County; and ,

WHEREAS, the Board of County Commissioners of Jefferson County recognize the need to adopt an action plan to implement such goals;

WHEREAS, the Board of County Commissioners of Jefferson County recognizes the County as an Equal Employment Opportunity Employer; and,

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

1. Policy Relating to the Employment of Small, Women Owned and Minority Businesses.

It shall be the policy of the Board of County Commissioners of Jefferson County when soliciting for projects that involve Community Development Block Grant federal funding to require each department, agency, entity, or agent of the County to promote and assist small, women owned and minority businesses in gaining entry to do business with Jefferson County. By assisting small, women owned and minority businesses, the County will help to expand and develop the small, women owned and minority section in and around Jefferson County.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the County will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The County will also comply with the Section III clause in the administration of Community Development Block Grant programs, which requires:

1. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area;
3. Certifying that parties to the contracts are under no obligation, which would prevent them from complying;
4. Insuring that the contractor will send labor organizations with which he or she has had a collective bargaining agreement a notice stating his or her commitments under this section and post this notice in places available to employees;
5. Insuring that the contractor will include a "Section III Clause" in every subcontract;
6. Insuring that the contractor will not subcontract with anyone that has previously violated "Section III" requirements;
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;
8. Include "Section III" requirements in Community Development Block Grant bid invitations and contract specifications;
9. Cooperate with the Secretary of Housing And Urban Development in obtaining compliance from the recipient of the grant's contractors;
10. Submit to compliance reviews by the HUD when necessary; and,
11. Permit HUD access to all required records, accounts, reports, books, etc.

It is understood however, that while every opportunity will be afforded to small and minority businesses to enable them to bid on Jefferson County's Community Development Block Grant federally funded projects, contracts will continue to be awarded to the lowest or best responsible bidder.

2. Policy Relating to the Employment of Minorities by Jefferson County.

It shall be the goal of the Board of County Commissioners of Jefferson County to attempt to increase the percentage of minority County employees at the rate of .1 percent of the County's total employee base, per year until the percentage of minority County employees is equal to that of the minority County population.

Jefferson County is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, creed, color, religion, national origin, ancestry, sex, age, veteran status, familial status, handicap or genetics.

The County will attempt to attain the goal by doing the following:

1. The County will advertise every open position in a newspaper of general circulation within the County prior to filling the open position when the position has not already been filled through existing procedures or policies providing for promotion from within and from Job Service applicants.

2. Stating in every advertisement that the County is an equal opportunity employer and does not discriminate in its hiring practice.

While Jefferson County will attempt to attain the minority employment goal stated herein the following is understood:

1. Jefferson County will attempt to hire the best qualified person for each available position, regardless of race.

2. While Jefferson County will attempt to attain the employment goal set forth herein; the goal is only that and the County accepts no liability if the goal stated herein is not reached.

3. Definitions.

1. **SMALL BUSINESS**-An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirement shall include both personal and business investments.

2. **WOMEN BUSINESS ENTERPRISES**-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by women and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.

3. **MINORITY BUSINESS ENTERPRISES**-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.

4. **CERTIFIED MINORITY BUSINESS ENTERPRISES**-A business enterprise which has been certified by the State of Florida Department of General Services to be a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.

5. MINORITY PERSON-A person whose race is Black, American Indian, Alaskan Native, Asian or Pacific Islander.

4. Action Plan.

In that Jefferson County will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the County desires to enhance the opportunities for small and minority businesses and local businesses to participate in Community Development Block Grants with the County.

To accomplish this objective, the Board of County Commissioners of Jefferson County, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

1. To utilize the news media, State Department of General Services list of small, women owned or minority business concerns, local advertising services, citizens' advisory boards, regional planning Commissions, listings by federal agencies, and other appropriate sources to identify small, women owned and minority business concerns for possible involvement with the County Community Development Block Grant federally funded contracts.

2. To maintain and update the listing of small, women owned and minority business concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the County.

3. To maintain records (copies of memoranda, general correspondence, etc.) to document that all steps in the action plan have been followed.

4. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded County administered projects and programs.

5. Effective Date.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Jefferson County, Florida this _____ day of _____, 2015.

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

BY: _____

ATTEST: _____

**ITEM 5(b): RFP
SHIP PROGRAM CONTRACTED
CONSULTANT**

Jefferson County Request for Proposals (RFP)
Program Administration, Management, and Project Delivery Services
FFY 2015 through 2018 SHIP Program and Other Related Programs

Jefferson County requests proposals from individuals or firms to provide administration services for grant/loan funded projects for community and economic development. The County anticipates receiving SHIP funding from the State of Florida through Florida Housing Finance Corporation. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: HUD Section 8, FDEM, USDOC Economic Development Administration Grants, Community Development Block Grants, Florida Department of Economic Development Opportunity Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources, which may be applicable to the County's needs.

The FFY 2015 -2018 project(s) for which services are requested, and for which SHIP and other public program funds shall be utilized, may be generally described as follows: housing rehabilitation activities, as well as public works and development facilities, that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, drinking water, sanitary sewer, stormwater facilities, street and access improvements, and other public service facilities and/or capital facility improvements needed for community and economic development.

Grant/Loan Program Administration and Project Delivery services shall include, but not be limited to: conducting environmental review(s), coordinating with all funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, and providing reports and technical assistance. General observation of construction activities, field verification of quantities and adherence to project specifications, maintenance of detailed construction logs, Davis-Bacon record-keeping requirements, preparation of inspection reports, review of change orders and pay requests for compliance with specifications and actual progress, attendance of pre-construction conference and bid/construction contract development support.

Procurement and contracting of all services shall conform to Community Development Block Grant (CDBG) guidelines, Florida Housing Finance Corporation regulations and state and federal regulations including 24 CFR, Part 85. The selection process shall be open to the public and records maintained in accordance with SHIP and CDBG requirements.

Administration for the 2015 application year shall be applicable to the grant related project(s) and services requested.

Proposals for the requested services (Program Administration) shall be evaluated using the following criteria:

- 10 POINTS PROFILE: SCORING WILL EMPHASIZE MANAGEMENT, ORGANIZATION, HISTORY, AND VARIETY & LEVEL OF LOCAL GOVERNMENT SERVICES.
- 25 POINTS STAFF: SCORING WILL EMPHASIZE EXPERTISE, SPECIFIC PROJECT EXAMPLES INCLUDING SHIP, CDBG, LOW INCOME HOUSING, AND A VARIETY OF PROFESSIONAL BACKGROUNDS, CERTIFICATIONS, AND SKILLS.

- 30 POINTS EXPERIENCE: SCORING WILL EMPHASIZE DIRECT PROGRAM EXPERIENCE AND SUCCESS WITH A VARIETY OF PROGRAMS INCLUDING SHIP AND CDBG.

- 20 POINTS APPROACH AND LEVERAGING STRATEGY: SCORING WILL EMPHASIZE PROJECT APPROACH AND PROVEN LEVERAGING STRATEGIES IMPLEMENTED AND/OR MANAGED BY THE TEAM FOR LOCAL GOVERNMENT CLIENTS INCLUDING SHIP AND CDBG.

- 10 POINTS REFERENCES: SCORING WILL EMPHASIZE QUALITY OF REFERENCES.

- 5 POINTS FEES: SCORING WILL EMPHASIZE PROPOSED FEE, RATES, AND LEVEL OF SERVICE IN RELATION TO PROPOSED FEES.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly adhered to. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Jefferson County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Jefferson County strictly enforces open and fair competition in its RFP's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Nick Flynt, Assistant County Coordinator, 450 W. Walnut St., Monticello, FL 32344, (850) 342-0287 or at nflynt@jeffersoncountyfl.gov.

Consultants shall submit one original and five copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT SERVICES", no later than 4:00 pm, Monday, January 26, 2015. All proposals must be sealed and have the name and address of the respondent of the proposal clearly written on the front of the envelope or package. Proposals must be delivered to: Nick Flynt, Assistant County Coordinator, 450 W. Walnut St., Monticello, FL 32344. Faxed proposals will not be accepted. The RFP's will be opened publicly at 4:05 pm, Monday, January 26, 2015 at County Coordinator Office at 450 West Walnut Street, Monticello, FL. At the discretion of the Board of Commissioners, presentations by those submitting RFP's will be scheduled and given at a later date at a Board of Commissioner's meeting if necessary. To facilitate effective evaluation by the County, proposals shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened.

Jefferson County reserves the right to request clarification of any information submitted by proposers. The County reserves the right, in its sole and absolute discretion, to reject any or all RFP's, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. SHIP, CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. Ranking and contracting for each service will be done separately.

Jefferson County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

**ITEM 5(c): RFP
CONSTRUCTION SERVICES/INDUSTRIAL
PARK PROJECT**



Headquarters/Sales
 351 S Cypress Road STE 100
 Pompano Beach, FL 33060
 1.800.872.5740/1.800.872.0484 Fax

Sales Person: Jarrod Shore
 Date: 12/19/2014
 Quote Number:

ORDER INFORMATION

DRAWING TYPE:	N.A.
DRAWING SETS:	3 SETS OF STAMPED PLANS
DESIGN CALCS:	2 SETS OF DESIGN CALCULATIONS
CONCRETE DESIGN:	NO. (If YES full slab only - no open floor)
DETAIL PLANS:	Included as Standard

STANDARD DEFLECTION LIMITS

EW Columns/Rafters: 120/180L:120W
Wall Girts: 90
Roof Purlins: 180L/120W
Roof Panel: 90L:90W
Rigid Frame (H): 60
Rigid Frame (V): 180

OPTIONS NOT INCLUDED IN FINAL PRICE:

WE PROPOSE TO FURNISH THE FOLLOWING MATERIALS COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUM OF:

MATERIAL FOB JOB SITE - FREIGHT INCLUDED:	\$	XXXXXX
TOTAL BUILDING COST:	\$	XXXXXX
BUILDING DEPOSIT:	\$	XXXXXX
BALANCE DUE UPON DELIVERY:	\$	XXXXXX

BALANCE DUE PRIOR TO UNLOADING BY CERTIFIED CHECK ONLY.

The Buyer agrees to pay the total balance of the purchase price by certified check upon delivery of the merchandise and acknowledges receipt of a complete copy of this purchase order. Building may be subject to state sales tax depending on the location of sale. (Under no circumstances is cash to be paid to the driver for balances owed on building. The Seller assumes no responsibility if cash is paid to the driver for balances on building.) This purchase order by the Buyer above named to the Seller shall constitute an agreement binding upon Seller only when accepted in writing by Seller's authorized officer. The representative of the Seller preparing this purchase order is not an officer of the Seller and not authorized to accept this order of the Buyer. Upon receipt of this order at the home office of the Seller, if the order is accepted, the Acceptance copy hereto will be returned to the Buyer, duly signed by an officer of the Seller, or if not accepted by the Seller, the deposit above shall be returned to the Buyer.

Upon acceptance the Buyer shall not be entitled to a refund of the whole or any part of the deposit tendered to the representative of the Seller. No verbal conditions, agreements, representations or warranties shall be enforceable against the Seller. It is the customer's responsibility to unload the building and pay driver balance due by cashiers check before unloading.

Buyer hereby acknowledges receipt of a completed copy of this Agreement and agrees to all of the terms herein contained.

NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THE LOADS & CODES WITH YOUR LOCAL OFFICIALS.

Agreed to this _____ of _____, 20_____

Customer Signature

X

Printed Name

By signing above hereby state I have confirmed all codes with my local building department and I accept full responsibility for the accuracy if the codes and loads as stated.

X Jarrod M. Shore

DUROBEAM Sales Representative

CONTRACT ACCEPTED AND ENTERED INTO

THIS _____ OF _____, 20_____

X

DUROBEAM, Officer

THIS QUOTE IS VALID FOR 10 DAYS ONLY AND MUST HAVE ALL PAPERWORK COMPLETED ON OR BEFORE ORDER DATE

Due to current steel market volatility we are not able to honor pricing beyond "order-by" dates. The current steel market is changing rapidly and we are not able to forecast when prices will stabilize. ONLY WHEN ORDER IS RELEASED FOR FABRICATION will the current/updated price be held. If the order is delayed by customer for any reason, the order is subject to re-pricing. Price of alternates will be added if checked but is not included in the proposal total. Deposit is non refundable - please check your order for accuracy and completeness.

ITEM 5(d): BUDGET AMENDMENT REQUEST



Jefferson County
Office Of The Property Appraiser

Angela Gray, CFA Property Appraiser

MEMORANDUM

Date: January 27, 2015
To: BOCC Chair, Benjamin Bishop
Clerk of Court, Kirk Reams
Cc: Cathy Galavis, Budget Supervisor PTO
County Coordinator, Parrish Barwick
From: Angela Gray, Property Appraiser
Re: 2014-15 DOR Budget Amendment

I am requesting an amendment to the Property Appraiser's 2014-15 budget to cover attorney fees associated with ongoing litigation filed in Circuit Court by Florida Gas Transmission Company LLC.

Currently the budget is \$530,072, with an amount of \$25,000 budgeted for line item 3154 Legal Services. This amendment will be an increase of \$40,000 for this line item. The amended budget amount will be \$570,072 with an amount of \$65,000 budgeted for line item 3154 Legal Services. These additional monies will be spent on legal fees, expert witness fees and other charged directly associated with the litigation at hand.

I also request that the Property Appraiser be given the ability to invoice and be paid this amount as a lump sum in February 2015 instead of the traditional quarterly billing method used by my office. If any of these funds become unnecessary, they will be returned at the end of the fiscal year. Likewise if additional funds become necessary, the Board will be notified.

Thank you for your assistance in this matter.

**ITEM 5(e): WACISSA SPRINGS
RESTORATION BID RECOMMENDATION**



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

January 22, 2015

Via e-mail @ kreams@jeffersonclerk.net and via Hand Delivery

Mr. Kirk Reams
Clerk of Circuit Court
Jefferson County
1 Courthouse Circle
Monticello, FL 32344

**RE: Wacissa Springs Restoration Project
Preble-Rish, Inc. Project No. 751.067**

Dear Mr. Reams:

As you know we received bids for the referenced project at 2:00 p.m. EST on January 21, 2015, and two (2) contractors submitted bids. Copies of all the bids have been provided under separate cover. The detailed bid results are attached and labeled as **Exhibit A**.

After thorough review of all bids, **Underwater Mechanix Services LLC** was the lowest qualified, responsive bidder. Therefore, we **recommend awarding the contract to Underwater Mechanix Services LLC in the amount of \$188,194.48, labeled Exhibit B**. Preble Rish recognizes that the project has come in over the grant budget amount and recommends awarding the bid to the low bidder. Once the bid has been awarded, the County will enter into negotiations with the prospective contractor to reduce the project cost via in-kind services by the County.

Also enclosed is a copy of the Notice of Award to be executed if the Commission approves of our recommendation. Please notify our office once approved so we may prepare all of the necessary contract documents to be executed by the Contractor and the County.

If you have any questions, please give me a call at 850.524.0696 or e-mail me at grayd@preble-rish.com.

Sincerely,

PREBLE-RISH, INC.

Daryle Gray, P.E.
Project Manager

K:\751.067 Wacissa Springs Restoration\ITB\Wacissa Bid Award Letter.doc

187 EAST WALNUT STREET, MONTICELLO, FL 32344 P (850) 997-2175

PORT ST. JOE • BLOUNTSTOWN • SANTA ROSA BEACH • PANAMA CITY
FT. WALTON BEACH • FREEPORT • TALLAHASSEE • MONTICELLO • QUINCY • CRAWFORDVILLE
PENSACOLA • LAKE CITY • MARIANNA • DAPHNE, AL • PORT-AU-PRINCE, HAITI

**JEFFERSON COUNTY BOARD of COUNTY COMMISSIONERS
BIDDERS TABULATION SHEET**

BID NO. # ITB 2015-14

**BID TITLE: WACISSA SPRINGS RESTORATION
OPENING DATE AND TIME: TUESDAY January 21, 2015 @ 2 P.M.**

ITEM/VENDOR	RBM Contracting	UNDER WATER MECHANIX			
Bid Proposal Sheet	✓	✓			
One (1) Original and Seven (7) ² copies of bid	✓	✓			
List of Subcontractors	✓	✓			
Drug Free Workplace	✓	✓			
Conflict of Interest Disclosure Statement	✓	✓			
Public Entity Crimes	✓	✓			
Anti-Collusions Statement	✓	✓			
Addendum 1 1/9/2015	✓	✓			
Addendum 2 1/16/2015	✓	✓			
Addendum 3					
Addendum 4					
Bid Bond	✓	✓			
Base Bid Amount	\$ 272,727.00	\$ 188,184.60			

BID OPENED BY: _____

BID SHEET COMPLETED BY: Dayle Day

Addendum No. _____, Dated: _____
 Addendum No. _____, Dated: _____

BID SCHEDULE

Item	Description	Qty.	Unit	Unit Price	Total
GENERAL COSTS					
1.1	MOBILIZATION	1	LS		\$ 6966.22
1.2	BONDS AND INSURANCE	1	LS		\$ 5600.00
1.3	LAYOUT AND AS-BUILTS	1	LS		\$ 3230.87
1.4	SEDIMENT, EROSION & TURBIDITY CONTROL	1	LS		\$ 28602.61
SPRING RESTORATION					
2.1	REMOVAL OF CONCRETE RUBBLE AND DEBRIS	250	CY	68.62	\$ 17154.37 \$ 17,155.00
2.2	REMOVAL OF SEDIMENT FROM SPRING BED / SPRING RUN	600	CY	49.00	\$ 29395.80 \$ 29,400.00
2.3	REMOVAL OF EXOTIC AND NUISANCE VEGETATION	600	CY	31.72	\$ 19032.30
2.4	RE-SHAPING SPRING BANK	340	SY	16.87	\$ 5736.87 \$ 5,735.80
2.5	BANK STABILIZATION AND VEGETATION	340	SY	47.73	\$ 16227.69 \$ 16,228.20
2.6	LARGE LIMESTONE FOR VEHICULAR CONTROL	25	EA	207.27	\$ 5181.75
2.7	METAL SWIM ACCESS	2	EA	10440.87	\$ 20881.74
2.8	ROCK SWIM ACCESS	80	SY	49.49	\$ 3958.98 \$ 3,959.20
2.9	2 RAIL WOODEN FENCE	120	LF	48.68	\$ 5841.58 \$ 5,841.60
2.10	SITE GRADING	2000	SY	2.87	\$ 5736.87 \$ 5,740.00
2.11	SODDING	1800	SY	7.22	\$ 12994.47 \$ 12,996.00
2.12	SIGNAGE	1	EA	1643.49	\$ 1643.49
TOTAL BASE BID (Items 1.1 – 2.10)					\$ 188,184.60 \$ 188,184.48

NOTE: All lime rock shall be provided for the project by Jefferson County. \$ 188,184.48

By submitting this bid, the contractor understands that all items specified in these contract documents must be included in the total base bid above. All subcontractors shall be listed below. Subcontractors not listed will not be considered approved by the Engineer. In the event of a mathematical error, the unit price will be utilized to determine the apparent low bidder.

Company Name

1. Erosion Control UNDERWATER MECHANIX