



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827

435 W. Walnut St., Monticello, Florida 32344

**Benjamin "Benny"
Bishop**

District 1, Chair

Eugene Hall

District 2

Hines F. Boyd

District 3

Betsy Barfield

District 4

Stephen Walker

District 5, Vice Chair

**Regular Session Agenda
July 7, 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**
 - a) Health Department Presentation**
- 3. Consent Agenda**
 - a) Approval of Agenda**
 - b) Minutes of June 15, 2015 Regular Session**
 - c) SHIP Satisfaction of Lien**
 - d) Howard Academy 50th Class Reunion Proclamation**
- 4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit)**
- 5. General Business**
 - a) Jefferson County Hall of Fame Program – Chamber Director Katrina Richardson**
 - b) CareerSource North Florida Resolution/Interlocal Agreement – Director Sheryl Rehberg**
 - c) Brownfields Designation Request – EDC Director Julie Conley/Arun Kundra**
 - d) Travel Policy Discussion – Commissioner Barfield**
 - e) Animal Control Ordinance Language Discussion – County Attorney Buck Bird**
- 6. County Coordinator**
 - a) Surplus Vehicle Request**
- 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

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
June 15, 2015

The Board met this date in regular session. Present were Chairperson Benjamin “Benny” Bishop, Commissioners Betsy Barfield, Hines Boyd, Eugene Hall and Stephen Walker. Also present were County Attorney Buck Bird, County Coordinator Parrish Barwick and Clerk of Court Kirk Reams.

ITEM 1: Call to Order, Invocation, Pledge of Allegiance

1. County Coordinator Parrish Barwick led the Invocation and Pledge of Allegiance.

ITEM 3: Consent Agenda

2. Commissioner Barfield requested pulling item c (Small Grant Approval) for discussion. **On motion by Commissioner Hall, seconded by Commissioner Barfield unanimously carried, the consent agenda as amended—consisting of the approval of the agenda and the minutes of the June 2nd, 2015 Regular Session—was approved.**

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

3. Citizen Paul Henry commented on cameras at Solid Waste sites. County Coordinator Barwick stated Solid Waste Director Beth Letchworth was monitoring sites because sites close to the county line had been receiving more waste, possibly from contractors and others that should be disposing waste elsewhere.

ITEM 5a: Corrective Deed to State of Florida

4. County Attorney Buck Bird introduced this item and presented the corrective deed to the Board. **On motion by Commissioner Boyd, seconded by Commissioner Walker and unanimously carried, the Board approved the corrective deed.**

ITEM 5b: SHIP Project Recommendations

5. County Coordinator Parrish Barwick presented the SHIP project recommendations to the Board. Low bidders Florida Homes Inc. (Dennette Mack home) and Construction Support Southeast Inc. (Josephine Kyler) were approved for the projects. **On motion by Commissioner Barfield, seconded by Commissioner Hall and unanimously carried, the Board approved the SHIP project recommendations.**

ITEM 3c: Small Grant Approval

6. Commissioner Barfield voiced concern that request was for \$2000 which exceeded the budgeted amount of \$1500 for this item. Citizens John Nelson and Paul Henry encouraged the Board to not exceed the maximum budgeted amount.

On motion by Commissioner Walker, seconded by Commissioner Barfield and unanimously carried, the Board approved the grant at the \$1500.

ITEM 6: County Coordinator – Personnel Item

7. County Coordinator Parrish Barwick introduced the issue of an interim director for the Mosquito Control program. He stated he had taken the two required tests necessary to be the director of a county mosquito control program: one he passed and he was awaiting results on the second. **On motion by Commissioner Barfield, seconded by Commissioner Walker and unanimously carried, County Coordinator Parrish Barwick was named interim director of mosquito control.**

ITEM 7: Commissioner Discussion Items

8. Commissioner Barfield commended County Coordinator Parrish Barwick for his work and hands-on assistance with the Wacissa River project. She also requested the County Coordinator research and bring back to the Board information on the county's public records request policy. Commissioner Barfield also requested that County Attorney Bird bring a draft ordinance to the Board concerning signs on public property.
9. Chairman Bishop commented on limbs overhanging the road on north 257 and stated he would contact TransField.
10. Citizen John Nelson, on behalf of the VFW, publicly thanked the County Coordinator's Office and the Board of County Commissioners for their support and promotion of the 4th of July festivities.

ITEM 8: Adjournment

11. The warrant register was reviewed and bills ordered paid.
12. **On motion by Chairman Boyd, seconded by Commissioner Walker and unanimously carried, the meeting was adjourned.**

Chairman

Attest: _____
Clerk

SATISFACTION OF LIEN

THIS IS TO CERTIFY, that the lien in the sum of \$20,000.00 asserted pursuant to that certain Jefferson County SHIP Mortgage (\$20,000) between Jefferson County, Florida and **Ashley M. Box and Jackie C. Huggins** dated September 29, 2006 and recorded in the Public Records of Jefferson County at O.R. Book 593, Pages 0459 through 0462 against the real property as located as shown in Exhibit "A", has been completely satisfied and is hereby released. Jefferson County, Florida hereby directs the Clerk of Circuit Court to cancel and discharge the lien of record.

Dated on the ____ day of _____, 2015.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

(Signature)

BENJAMIN "BENNY" BISHOP
CHAIR OF THE BOARD
Address: 1 COURTHOUSE CIRCLE
MONTICELLO, FL 32344

(Printed Name)

ATTEST:

(Signature)

KIRK REAMS
CLERK OF THE COURT

(Printed Name)

STATE OF FLORIDA
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally appeared _____, and who is personally known to me or produced _____ identification, and after being duly sworn, states that he/she has read the foregoing and that the information is true and correct to the best of affiant's knowledge and belief.

Notary Public, State of Florida
SEAL

(Signature)

(Printed Name)

EXHIBIT "A"

Lot 1, Block 29 of WIRICKS EASTERN ADDITION TO THE TOWN OF MONTICELLO, according to the Plat thereof as recorded in Deed Book "T", page(s) 66, of the Public Records of Jefferson County, Florida.

**A PROCLAMATION OF THE JEFFERSON COUNTY BOARD OF COUNTY
COMMISSIONERS RECOGNIZING THE 50th REUNION OF HOWARD
ACADEMY CLASS OF 1965**

WHEREAS, the Howard Academy Class of 1965 will celebrate their 50th Year Class Reunion on July 10-11, 2015; and

WHEREAS, many of these graduates and their families will return to Monticello to celebrate this Golden Anniversary Class Reunion; and

WHEREAS, it is with great pride and pleasure that the Jefferson County Board of County Commissioners honors and extends a sincere, warm welcome to these alumni of Howard Academy; and

WHEREAS, may the achievements of the Howard Academy alumni be a source of pride and inspiration for generations to come,

NOW, THEREFORE, BE IT RESOLVED BY THE Jefferson County Board of County Commissioners that I, Benjamin Bishop, Chairman of the Jefferson County Commission, do hereby proclaim July 10th and July 11th, 2015 as Howard Academy Class of 1965 Reunion Weekend in the Jefferson County, and I encourage all residents in Jefferson County to join in this recognition as we honor these Howard Academy alumni, and that a copy of this proclamation be presented to the Reunion Steering Committee with the sincere appreciation, admiration and well-wishes of the Jefferson County Board of County Commissioners.

SIGNED:

Benjamin Bishop, Chairman

ATTESTED:

Kirk Reams, Clerk of Court

ITEM 5(b)

**CAREERSOURCE
NORTH FLORIDA
RESOLUTION/INTERLOCAL AGREEMENT**

RESOLUTION Number: _____

WHEREAS, the Boards of County Commissioners of Jefferson, Madison, Hamilton, Suwannee, Lafayette, and Taylor Counties have joined together to create the North Florida Regional Workforce Consortium by interlocal agreement, and to create a local workforce area to provide workforce services to their citizens under the Workforce Investment Act (WIA); and,

WHEREAS, the passage of the Workforce Innovation and Opportunities Act (WIOA), Public Law Number 113-128, replaces WIA; and,

WHEREAS, WIOA allows for local workforce development areas designated under WIA to be grandfathered under WIOA for the period of July 1, 2015 until June 30, 2017; and,

WHEREAS the Governor of the State of Florida is empowered by WIOA to designate local workforce development areas for grandfathering; and

WHEREAS the North Florida Regional Workforce Area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board that they appointed are engaged in the effective and efficient delivery of workforce development services; and,

WHEREAS, the North Florida Regional Workforce Area has consistently proven to be an area where its local elected officials and the local Workforce Investment Board have “performed successfully” as defined in WIOA; and,

WHEREAS, its local Workforce Investment Board has proven “sustained fiscal integrity” as defined in WIOA; and,

WHEREAS, the same six Boards of County Commissioners have jointly renewed their Interlocal Agreement (Attached) to create their workforce development area under WIOA, P.L. No. 113-138;

NOW THEREFORE,

The North Florida Workforce Consortium hereby requests that the Governor approve its request to be grandfathered as a local workforce area as described in Section 106 of P.L. No. 113-128 and renewed in the attached Interlocal Agreement.

COUNTY OF JEFFERSON

By: _____

ATTEST: _____

Date: _____

**INTERLOCAL AGREEMENT AMENDING THE NORTH
FLORIDA WORKFORCE CONSORTIUM AS CALLED
FOR BY THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT, Public Law no. 113-128**

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the SIX (6) Counties passing resolutions to that effect, the Counties of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor, of the State of Florida,

WITNESSETH:

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the North Florida Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIOA requires the Governor to designate Workforce

Development Areas (WDA) to promote the effective delivery of workforce development programs and further provides that a consortium of units of general local government may constitute such a WDA; and

WHEREAS, Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor Counties desire to form a WDA for WIOA and for workforce development; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Governor has the authority to “grandfather” the parties to this Agreement as a WDA for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of Workforce Investment Board (WIB) to provide policy guidance for, and exercise oversight with respect to, activities under the Workforce program for its WDA in partnership with the units of general local government within its WDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each County in the WDA to appoint members to the WIB in accordance with the WIOA and an agreement entered into by the Board of County Commissioners of each County; and

WHEREAS, it is the responsibility of the WIB, in accordance with an agreement with the Board of County Commissioners of each County in the WDA, to determine procedures and select an entity to develop a

workforce development plan; and

WHEREAS, the workforce development plan must be approved and submitted jointly by the WIB and the Board of County Commissioners of each County in the WDA; and

WHEREAS, within the Service Delivery Region comprised of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor Counties, there currently exists an efficient and effective delivery system of federally and state-funded employment and training programs which are customer-centered; and

WHEREAS, these same six Counties now desire to enter into an updated Interlocal Agreement to provide for the creation of a local WIB and to provide for the provision of workforce development services under WIOA; and

WHEREAS, the U.S. Department of Labor, has encouraged the development of a workforce development system governed by local WIBs; and

WHEREAS, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer centered system at the local level in concert with the chief elected officials of the local governments of the WDA; and

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those currently funded through the WIOA, the Florida Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition

programs, vocational rehabilitation, Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs;

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of the North Florida Workforce Consortium

There is hereby established a multi-jurisdictional arrangement, the "North Florida Workforce Consortium" among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIOA. The Consortium shall consist of six (6) members. The Boards of County Commissioners of each county shall each designate a member of the County Commission to serve as the County's representative on the Consortium.

2. Identification of Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general purpose political subdivision which has the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

**Hamilton County Board of County Commissioners
Jasper, Florida**

**Jefferson County Board of County Commissioners
Monticello, Florida**

**Lafayette County Board of County Commissioners
Mayo, Florida**

**Madison County Board of County Commissioners
Madison, Florida**

**Suwannee County Board of County Commissioners
Live Oak, Florida**

**Taylor County Board of County Commissioners
Perry, Florida**

3. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the six (6) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes and which legal descriptions are incorporated herein by this reference.

4. Size of Population to be Served

The population of the six-county area to be served by this Agreement is 124,047, based upon the population projections prepared by the Florida Department of Economic Opportunity, Labor Market Information Center, January 2015.

5. Agreement Not Prohibited By Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

6. The parties hereto empower the North Florida Workforce Development

Consortium (Consortium) to exercise the following designated decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIOA, over all plans, programs, and agreements and to enter into agreements and contracts to provide those services currently provided or contemplated to be provided under Florida's Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, Vocational rehabilitation, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs. More specifically, the Consortium is hereby authorized and empowered:

(1) to establish the North Florida Regional Workforce Development Board (NFWDB) and, where such authority is delegated by an individual Board of County Commissioners to its Consortium member, to appoint local members to the NFWDB, all in accordance with Section 107 of the WIOA and F.S. 445. NFWDB board members shall serve the functions described in Section 107 of the WIOA. In the absence of such delegation, the authority to appoint local Workforce Investment Board members shall reside in the individual Boards of County Commissioners for the county from which the individual Board member is to be appointed. The authority to appoint at-large members to the WIB shall reside in the Consortium; and

(2) to enter into an agreement(s) with the NFWDB to determine the selection of a grant recipient and an entity to administer the job training plan, the one stop operator and to determine the procedures for development of the job training plan as described in Section 108 of WIOA; and

(3) to review and approve all workforce development plans

prepared under Section 108 of the WIOA and jointly submit, along with the NFWDB, said plans to the Governor; and

(4) to perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA; and

(5) to further empower the NFWDB to enter into agreements with the State of Florida Department of Economic Opportunity(DEO) or any other selected entity to administer Florida's Welfare Transition Program, Wagner-Peyser Act Funds, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs; and to manage and control all those functions traditionally managed and controlled by the DEO and,

(6) to further empower NFWDB to enter into agreements to provide marketing services for the above referenced functions; and,

(7) to establish rules for the conduct of business.

7. Quorum and Voting

At all meetings of the Consortium, the presence in person of a majority of the whole Consortium shall be necessary and sufficient to constitute a quorum for the transaction of business. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by a majority vote of the members present.

8. Workforce Area Designation

Pursuant to the designation by the Governor, the six (6) counties constituting the Consortium shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIOA program, it being the intent hereof that all funding of the WIOA program and the other programs contemplated to be managed pursuant to this Agreement shall be accomplished entirely by grants pursuant to the WIOA and any other available State or Federal grants. However, in accordance with Section 117(d)(3)B of the WIA, each county recognizes that appointing a local Workforce Investment Board does not release the local elected officials or the Governor of the State of Florida for liability for misuse of grant funds obtained under the WIOA.

10. Legal Requirements

a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.

b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

11. Duration of Agreement

This Agreement shall commence on the Effective date described in Paragraph 12 and shall run through the thirtieth (30th) day of June 2020.

Thereafter, this Agreement may be renewed by a further writing between the parties.

12. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the North Florida Workforce Consortium and shall be effective July 1, 2015 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2015.

13. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

(1) The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;

(2) All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties.

(3) If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

SIGNATURE PAGE

COUNTY OF JEFFERSON

BY: _____

DATE: _____

ATTEST: _____

ITEM 5(d)

TRAVEL POLICY DISCUSSION

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY**

TRAVEL POLICY

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

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Travel Reimbursement Policy

This manual provides guidance on expenditures authorized for travel in accordance with Section 112.061, Florida Statutes and United States General Services Administrative Federal per diem rate reimbursement guidelines.

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

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

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

Travelers shall be reimbursed for travel expenses pursuant to Section 112.061, F.S. and United States General Services Administration Federal per diem rate reimbursement guidelines. Except for meals and certain incidental expenses, travelers must retain receipts and other documentation necessary to obtain reimbursement (i.e. hotel, rental car, tolls, parking, etc.)

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

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

Section 1 – General Information

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

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

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

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

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

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

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

Section 2 – Conferences and Conventions

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

When claiming reimbursement for conference or convention travel when no registration fee was required, the statement “no registration fee required” must

appear on the travel voucher. If the registration fee is paid by use of the Purchasing Card, a copy of the Purchasing Card receipt should be attached to the voucher and a statement must be on the voucher that the registration fee was paid by the P-Card.

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

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

Section 3 – Travel Voucher

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

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

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

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

Section 4 – Per Diem

A traveler may not claim per diem or reimbursement for lodging or overnight travel within 50 miles of his/her official headquarters or residence unless the

circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department Head or their designee.

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

Section 5 – Actual Expenses

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

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

Section 5.01 – Lodging

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

Travelers should request the single occupancy government rate for hotel or motel rooms if claiming the actual cost of the room instead of per diem. Authorized travelers are reminded that obtaining economical hotel accommodations is a priority. Travelers should be prepared to justify situations where hotel costs appear excessive for the geographic areas in which the traveler is staying. In determining whether a hotel rate is excessive, consideration should be given to geographical area, seasonal fluctuations, and distance from the intended assignment location. A justification should be provided for hotel expenses that exceed \$150 per night (room rate only).

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

tax is paid, the traveler will note that they requested the sales tax be taken off of the bill and that it was not removed from the invoice.

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

Section 5.02 – Meal Allowances

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

Meal	Traveler Must Depart Before:	And Return After:	To Claim Meal Allowance of:
Breakfast	6:00 a.m.	8:00 a.m.	\$ 116 .00
Lunch	12:00 noon	2:00 p.m.	\$ 161 .00
Dinner	6:00 p.m.	8:00 p.m.	\$ 249 .00
All Day	6:00 a.m.	8:00 p.m.	\$ 536 .00

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

Section 6 – Transportation

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

Section 6.01 – Airline

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

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

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

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

Section 6.02 – County Owned Vehicles

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

Section 6.03 – Privately Owned Vehicles

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

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

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

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

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

Section 6.04 – Rental Vehicle

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

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

Section 6.05 – Incidental Expenses

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

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

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

Section 7 – Request for Reimbursement of Expenses

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

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

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

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

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

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

Section 8 – Submission of the Travel Reimbursement Voucher

Assemble the following documents:

- Your completed Travel Voucher
- Documentation of the purpose for your travel (conference agenda, etc.)

- Mileage Map from the Florida Department of Transportation
- Attach receipts for all of your additional expenses
- In addition, attach the receipt for your hotel showing paid verification

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

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

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

ITEM 5(e)

**ANIMAL CONTROL ORDINANCE
LANGUAGE DISCUSSION**

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MONTICELLO AND JEFFERSON COUNTY**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between JEFFERSON COUNTY, a political subdivision of the State of Florida, ("COUNTY"), acting by and through its Board of County Commissioners, the governing body thereof, and the CITY OF MONTICELLO, a municipal corporation of the State of Florida ("CITY"), acting by and through its City Council, the governing body thereof.

W I T N E S S E T H:

WHEREAS, the CITY and COUNTY have a legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, the COUNTY has an animal control program for the benefit of County residents;

WHEREAS, the CITY has an animal control program for the benefit of City residents;

WHEREAS, the CITY and the COUNTY have determined that there is a need to cooperate and coordinate their efforts when possible with regard to their respective animal control programs;

WHEREAS, the CITY and the COUNTY are authorized by Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969" to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants, and payments set forth herein, the parties hereby contract and agree as follows:

1. The City grants county- employed, state-certified Animal Control Officers with the authority to enforce City laws, ordinances, and resolutions relating to animals.
2. The County grants city-employed, state-certified Animal Control Officers with the authority to enforce County laws, ordinances, and resolutions relating to animals.
3. The County will provide personnel to perform administrative support to the joint City and County animal control program, to include:
 - a. Providing animal control forms, logs and citations;
 - b. Processing new case files;
 - c. Obtaining law enforcement reports;

- d. Preparing follow-up case documents as required;
 - e. Billing and collecting citation fees and fines;
 - f. Housing all animals;
 - g. Providing food, care, veterinarian services, drugs and miscellaneous supplies for animals;
 - h. Meeting the record-keeping requirements and drug safe-keeping requirements as required by the Florida Department of Health and the Drug Enforcement Administration for animals impounded;
 - i. Maintaining records of continuing education training for all animal control certified employees;
 - j. Providing notice of continuing education opportunities, especially those that are close to our area;
 - k. Paying for employees to attend education and training opportunities;
 - l. Maintaining receipts of all expenses; and
 - m. Other duties as agreed or required.
4. The City's Animal Control Officer will keep a log of time spent on animal control between the hours of 4:00 p.m. – 7:30 a.m., weekends, and holidays.
 5. City employee time pursuant to this Agreement shall be invoiced quarterly to the County in a format agreeable to both parties. The County will pay the City for the city-employed Animal Control Officer time at his/her current overtime rate.
 6. All fines and fees collected for violation of the City or County's animal control laws, ordinances, or resolutions shall be recorded by County staff and submitted promptly to the Clerk of Court for deposit into the County's animal control budget for the funding of the joint City and County's Animal Control Program.
 7. The City has agreed to provide the County with quarterly payments of \$1,787.75 to support the joint animal control program. Each payment shall be due no later than the last day of the City's fiscal quarter, December 31, March 31, June 30, and September 30, for each quarter that the Agreement is in effect. The quarterly payment amount may be reviewed and adjusted on an annual basis.
 8. This Agreement shall be in effect from July 1, 2015 through September 30, 2015. It shall automatically renew for successive one year terms unless either party, not later than July 15 of each calendar year, notifies the other party in writing of its intent to terminate or a request to adjust.
 9. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of the party and the officers, employees and agents thereof acting within the scope of their employment, subject to the provisions of, and limitations in, Section 768.28, Florida Statutes. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity as provided in Section

768.28, Florida Statutes, as amended from time to time, or any other law providing, limitations on claims, nor shall it be construed so as to impose liability on either party for which it would not otherwise by law be responsible. In addition, nothing herein shall be construed as consent by the CITY or the COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

10. All notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

Jefferson County Board of County
Commissioners
c/o Jefferson County Clerk
Room 10
Jefferson County Courthouse
Monticello, Florida 32344

TO CITY:

Monticello City Council
c/o City Clerk/Treasurer
City of Monticello
245 S. Mulberry Street
Monticello, FL 32344-1301

11. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
12. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
13. It is understood and agreed that the Agreement incorporates and includes all prior negotiations, agreements or understanding applicable to the matter contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
14. It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
15. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any right hereunder shall be submitted to the jurisdiction of the State courts of the Second Judicial Circuit in Jefferson County, Florida, and shall be governed by the laws of the State of Florida.

To each party hereby waives any rights it may have to a trial by jury of any such litigation.

16. This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such part's preparation of this Agreement.

17. This Agreement shall be recorded in the public records of Jefferson County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between Jefferson County, Florida and the City of Monticello, Florida for services to be performed, on the respective dates under each signature.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, FLORIDA

BY: _____
CHAIRPERSON

DATE: _____

ATTEST:

KIRK REAMS, CLERK TO
THE BOARD OF
COUNTY COMMISSIONERS

CITY OF MONTICELLO, FLORIDA

BY: _____
TOM VOGELGESANG, MAYOR

DATE: _____

ATTEST:

EMILY ANDERSON
CITY CLERK/TREASURER