



**CLAY COUNTY  
FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING POLICY**

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## CHAPTER 1: INTRODUCTION

### **A. Purpose.**

The purpose of this Purchasing Policy is to provide guidance and procedures for execution of the Clay County Budget in conformity with Chapter 129, Florida Statutes. It is hereby established to provide a system of internal controls that: 1) strengthens the Clay County Board of County Commissioners' (the "Board") oversight of the expenditure of public funds; 2) reasonably assures that purchases of Goods and Services are accomplished efficiently, economically and timely; 3) provides a formal process for purchases from initial purchase request through payment of an Invoice; 4) provides fair and equitable treatment of all persons that participate in the provision of Goods and Services to Clay County; and 5) Defines and establishes the proper legal level of budgetary control.

This Purchasing Policy is effective upon formal adoption by the Board and shall supersede and take precedence over all other existing policies and prior procedures.

### **B. Responsibility.**

#### 1. The Board.

Final responsibility for carrying out the provisions of this Purchasing Policy rests with the Board collectively and is applicable to all County Employees.

It is the policy of the Board, in accordance with Florida law, that the Board shall be ultimately responsible for determining the public purpose and legality of all expenditures. Any and all purchases made in violation of this Purchasing Policy shall be deemed to be unlawful expenditures unless the applicable parts of the Purchasing Policy which have been violated are waived by majority vote of the Board and spread upon the minutes of a regular meeting of the Board.

The Board acknowledges the paramount importance of segregation of duties in detecting errors, irregularities and improprieties as well as preventing unlawful expenditures of public funds. It is the intent of this Board that no Employee be placed into a position where he or she could commit an error, impropriety, irregularity or illegal act and have the ability to conceal it in the normal course of his or her regular duties. Therefore, it is the policy of this Board that there shall be a strong and clear segregation of duties between the Comptroller, the County's Purchasing Director, and the County's Office of Management and Budget (OMB) Director. The County's Purchasing Director shall report to the County Manager or designee and shall not report to or otherwise be placed into a position where he or she is directed or otherwise may be improperly influenced by either the Comptroller or the OMB Director. This segregation of duties is intended to prevent or minimize, by way of insulating these processes, any material risk of collusion to make or conceal an illegal expenditure. It is further intended to increase the possibility that some responsible Employee will come forward and report any potential impropriety to the County Manager, or the

Board, as well as to increase the probability that potential improprieties will be discovered during internal and/or external audit.

***The Board reserves exclusively unto itself the power and authority to waive the policies contained herein. This authority shall not be delegated. Any and all waivers of this Purchasing Policy must be requested of and approved by the Board, with an explanation of the facts, circumstances, and reasons why such waiver is necessary.***

2. The County Manager.

The County Manager shall be responsible for strict enforcement of this Purchasing Policy and all operational procedures within the Departments under his or her charge.

It is the duty of the County Manager to review all expenditures for the purpose of assuring the Board that there is an associated underlying public purpose for such expenditures. In executing his or her responsibility, the County Manager shall exercise due diligence at all times in determining the legitimacy of and public purpose underlying all expenditures. For guidance, it is the policy of this Board that an expenditure shall be deemed legal when: a public purpose can be demonstrated for the expenditure; the expenditure is conducted in conformity with Florida Statutes and this Purchasing Policy; a specific Budget appropriation is contained in the adopted Budget document; and, the expenditure does not exceed the appropriated amount contained in the adopted Budget document.

The County Manager, the County Attorney, the Commission Auditor, Executive Service Members, Department Directors, appointed Department Purchasers, and Purchasing Agents shall thoroughly familiarize themselves with the requirements of this Purchasing Policy and comply with the requirements and procedures contained herein at all times while conducting or supervising purchases. The County Manager shall approve a list of those Employees to whom he has delegated purchasing duties under this Purchasing Policy and shall update that list whenever changes are made thereto. That list shall describe the duties so delegated to each Employee. All designees shall be held strictly accountable for adherence to this Purchasing Policy in accordance with the provisions contained herein.

The purchases of the County Attorney and the Commission Auditor shall conform to the County Attorney's and Commission Auditor's respective appropriated Budgets, and as the same may be amended throughout the fiscal year, and purchases of the County Attorney and the Commission Auditor shall be supervised by the County Manager.

The County Manager shall cause a copy of this Purchasing Policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to this Purchasing Policy from the homepage.

### C. Definitions.

The following words, terms and phrases, when used in this Purchasing Policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Addendum; Addenda:** An addition or supplement to a document, for example, items or information added to a Request for Bids, contract or agreement.

**Additional Insured:** An individual or entity that is covered under another party's insurance policy.

**Agreement:** A duly executed and legally binding contract.

**Amendment:** A revision or change to a document such as, any written alteration in specifications, delivery point, rate of delivery, period of performance, brand or model, price, quantity, scope, term, or other provisions of any contract accomplished by mutual action of the parties to the contract. Such a modification if not provided for in the original contract must be effected by a formal amendment to the contract.

**Best Final Offer:** The final proposal submitted after negotiations are completed that contains the bidder's most favorable terms for price and goods or services to be delivered.

**Best Interest of the County:** The rationale granting discretion in taking action most advantageous to the County when it is impossible to interpret adequately a specific response by law or regulation.

**Bid:** A competitive price offer made by an intended seller, normally by written notice, offered as a result of a formal request to prospective bidders.

**Bid Award:** Approval of a bid or a proposal.

**Bid Bond:** Certified check, cashier's check, bank money order, bank draft of any national or state bank, surety bond or cash deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, he forfeits the amount of deposit.

**Bid Decision:** A decision by the Board of County Commissioners either to award a bid or to reject all bids received in response to a Request for Bids.

**Bid Evaluation:** The approach for selection of the bid award, which shall be based on the requirements set forth in the bid documents. The evaluation may include criteria to determine acceptability such as inspections, testing, quality, workmanship, delivery and suitability for a particular purpose and to existing systems and equipment. It may also be based on total and life cycle costs as well as freight, set-up, or installation charges.

**Bid Opening:** The process of opening and reading bids conducted at the time and place specified in Request for Bids, and/or advertisement, and in the presence of all who wish to attend.

**Bid Protest:** A written objection to a request by a prospective bidder or a bidder with the intention of achieving a remedial result, which is filed under Chapter 8, Section I of this Purchasing Policy.

**Bid Tabulation:** A recording of bidders and abstract of their bids listing items offered, prices, deliveries, etc., in response to a specific request, made for purposes of comparison and record-keeping.

**Bidder:** Any person or business submitting a response to a Request for Bids, or alternative formal competitive process, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

**Bidders List:** A computerized database of businesses that have expressed interest in submitting quotes and bids to the County.

**Blanket Purchase Order:** A type of purchase order that may be used when the County contracts with a bidder to provide goods or services on a recurring, as needed and over-the-counter basis and for which recurring deliveries and multiple invoices can be regularly expected during the course of the fiscal year. For purposes of this Purchasing Policy, the use of Blanket Purchase Orders is encouraged, at the County Manager's discretion, when in his or her judgment, price or quantity discounts or other economies of scale might be captured for different classes of goods or services. When a Blanket Purchase Order is used, the total estimated fiscal year cost of the goods or services is used to determine whether verbal/written quotes or formal bids are required as well as to establish the required level of review and approval.

**Board; Board of County Commissioners:** The governing body of Clay County currently composed of five elected officials. The duties and responsibilities of the Board are established by Florida Statutes.

**Budget:** A financial plan for a specified period of time (usually a single fiscal year) that balances anticipated revenues with proposed expenditures.

**Budget Amendment:** A change to an adopted budget that may increase or decrease a fund total.

**Budget Officer:** Pursuant to Florida Statutes Section 129.025, a Budget Officer carries out the budget duties as set forth in Florida Statutes Chapter 129.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of goods or services.

**Business Day:** Any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

**Calendar Day:** Every day shown on the calendar, Saturdays, Sundays, and holidays included.

**Change Order:** A written amendment, extension, renewal, modification, or similar type of document that affects a change to the original contract, agreement, or purchase order.

**Code of Ethics:** The rules or standards governing the conduct of the members of a profession; for County employees specifically, including the Clay County Personnel Policies Manual, Article IX, Code of Ethics, of the Clay County Code, and provisions of Chapter 112, Part III, Florida Statutes, entitled “Code of Ethics for Public Officers and Employees.”

**Commission Auditor:** Internal consultant for the Board of County Commissioners to perform economy and efficiency analyses or reviews for components and programs of the County, appointed by the Board of County Commissioners.

**Competition:** The process by which two or more bidders vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Comptroller:** The Clay County Clerk of the Circuit Court serving as ex officio clerk of the Board of County Commissioners, auditor, and custodian of all County funds within the meaning of Article VIII of Section 1(d), Constitution of the State of Florida.

**Constitutional Officers:** Separately elected and responsible County officers comprised of the Clerk of the Courts, the Property Appraiser, the Sheriff, the Supervisor of Elections, and the Tax Collector.

**Construction:** The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

**Consultant:** Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within county government. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, legal advisors, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, those providing services procured pursuant to Florida Statutes Section 287.055, the Consultants’ Competitive Negotiation Act, and other professionals as designated by the Purchasing Director or his or her designee.



**Consultants' Competitive Negotiation Act (CCNA):** A procedure established by Florida Statutes Section 287.055 setting the requirements for acquisition of professional architectural, engineering, landscaping architectural or land-surveying services.

**Contract:** Contractual instrument, including, but not limited to, contracts, leases, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addenda, bonds, fee schedules, and any other related or similar types of documents for incorporation into the contractual agreement.

**Contract Piggybacking:** A form of intergovernmental cooperative purchasing in which an entity requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected bidder under the same terms and conditions as itself.

**Contractor:** Any business that contracts to perform services for or provide goods to the County.

**Contractual Services:** Services provided to the County under contract, agreement, or purchase order in which charges, effective periods, and scope of work are defined. Examples of contractual services are janitorial services, maintenance services, mechanical services and construction services.

**Counsel:** An attorney who is a member of the Florida Bar in good standing.

**County:** Clay County, Florida.

**County Attorney:** Legal counsel for the Board of County Commissioners, County departments, and County committees or commissions, appointed by the Board of County Commissioners.

**County Manager:** The Chief Administrative Officer of the County appointed by the Board of County Commissioners.

**Department:** Those components of County government through which governmental authority is exercised and services provided to the citizens of the County.

**Department Directors:** Those persons appointed by the Manager as the Chief Administrators and heads of the departments as provided under Section 2.3:B of Article II of the Charter.

**Design-build:** A project delivery method in which the County enters into a single contract for design and construction of the project.

**Designee:** A duly authorized representative of the person holding a superior position.

**Discount:** Supplier's deduction from the selling price, usually contingent upon some cost reducing condition such as prompt payment.

**Emergency:** Any condition that may affect the health, safety, and welfare of the citizens or the facilities of Clay County. It may also be a condition that stops or seriously impairs a necessary function of County government.

**Employee:** An individual employed by the Board of County Commissioners drawing a salary or wages from the Board, and any non-compensated individual performing personal services for such a governmental body.

**Evaluation Committee:** A team of individuals that is responsible for advising and informing the final decision maker, the County Manager or Board of County Commissioners, through fact-finding consultations.

**Executive Service:** Other components of County government, in addition to Departments, through which governmental authority is exercised and services provided to the citizens of the County.

**Executive Service Members:** Those persons appointed by the County Manager as a deputy county manager, assistant county managers, and other positions of responsibility as provided under the County's Administrative Code.

**Expenditure:** Decreases in fund financial resources for the procurement of assets or the cost of Goods and/or Services received. A disbursement of funds.

**Expense:** A cost of doing business or source of expenditure.

**Fixed Unit Price Commitment:** A contract that provides for a firm price, subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

**Goods:** An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale; includes but is not limited to supplies, materials, equipment.

**Grant:** A contribution of assets (usually cash) by one governmental unit or other organization to another for a specific purpose and frequently made conditional upon specific performance by the grantee.

**Hearing Officer:** An administrative adjudicator which includes the County Manager or his or her designee.

**Hearing Participant:** A party which includes the challenger, the County and any intervenor.

**Invitation to Negotiate (ITN):** A document used to request price quotations or bids with an opportunity to negotiate terms and fees.

**Invoice:** Suppliers' itemized bill stating prices and quantities of goods and/or services.

**Lease:** A contract conveying from one person to another real estate or goods for a term in return for a specified rent, payment, or other compensation.

**Local Business:** Any person or business meeting the qualifications set forth in Chapter 5, Section D(10)(b)(i) for a Local Preference pursuant to Chapter 5, Section D(10).

**No Bid:** A response to a Request for Bids or other alternative formal competitive process stating that the bidder does not wish to submit a bid.

**No-Contact Rule:** A prohibition from contact during the formal competitive bidding process specifically set forth in Chapter 8, Section C of this Purchasing Policy.

**Notice of Intent to Award Bid:** A written announcement of the awarded bidder.

**Notice of Rejection of All Bids:** A written announcement of the rejection of bids.

**Office of Management and Budget (OMB):** A Department within the County responsible for the facilitation, coordination, preparation and monitoring of the budget of the Board of County Commissioners.

**Open Price Blank Purchase Order:** A written document to a Supplier formally stating all terms and conditions of a proposed transaction and utilized to purchase Goods or Services at the current selling price at time of purchase.

**Ordinance:** A formal legislative enactment by the governing board of the County. If it is not in conflict with any higher form of law, such as state statute, it has full force and effect of the law within the boundaries of the County.

**P-Card Administrator:** Individual(s) appointed by the Purchasing Director to support the administrative functions of the Purchasing Card Program within the County.

**P-Card Holder:** The individual issued a purchasing card that is responsible for all transactions made on the card account.

**P-Card Manager:** Individual(s) appointed by the Department Director to support the administrative functions of the Purchasing Card Program within each Department.

**Performance Evaluation:** A process of evaluating, measuring, and monitoring the quality, delivery, timeliness, and responsiveness of a Supplier.

**Personnel Policies Manual:** The Clay County Board of County Commissioners adopted manual applying to all personnel falling under the jurisdiction of the Board of County Commissioners and any other agency, department, or board that so requests.

**Pre-Bid Conference:** A meeting that is scheduled in a request for the purpose of providing clarification as needed. Substantive questions raised at a pre-bid conference are answered in writing and may modify the request.

**Proposal:** An offer made by one party to another as a basis for negotiations for entering into a contract, agreement, or purchase order.

**Protest Period:** A period that commences upon a bidder's receipt of written notice from the County that a written petition of protest of a Bid Decision has been filed and ends upon the rendering by the Board of a decision on the protest.

**Protest Petition:** A formal written protest filed in compliance with Chapter 8, Section I of this Purchasing Policy.

**Published Notice:** A posting in a newspaper of general circulation within the County at least ten (10) days prior to the Bid Opening date excluding Sundays and holidays.

**Purchase Order (P.O.):** A written document to a Supplier formally stating all terms and conditions of a proposed transaction.

**Purchase Requisition:** An internal document completed by the using department listing details of goods and services needed and requesting issuance of a purchase order.

**Purchasing:** The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment.

**Purchasing Agent:** Employees or officers who shall have authority to make purchases in accordance with the provisions of this Purchasing Policy.

**Purchase in Bulk:** Purchasing in large quantities to seek a lower price per unit; i.e., volume purchasing.

**Purchasing Card Program:** A program which is designed to simplify the purchase and payment process for low dollar purchases.

**Purchasing Director:** The person holding the position established in Chapter 3, Section A of this Purchasing Policy, as the Head of the Purchasing Department of Clay County.

**Purchasing Policy:** A course of action adopted in purchasing affairs. In particular, the Clay County Board of County Commissioners adopted purchasing policy.

**Quote; Quotation:** A statement of price, terms of sale, and description of goods or services offered by a prospective Supplier to a prospective purchaser, usually for purchases below the amount requiring formal bidding.

**Request for Bid Period:** A period that commences upon the publication of the notice of a Request for Bids and ends upon the Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired.

**Request for Bids (RFB):** The document used when price is the determining criteria.

**Request for Proposal (RFP):** The document used when price is not the determining criteria and responses are evaluated on the merits of the bidders.

**Request for Qualification (RFQ):** The document used when the determining criteria is based upon the apparent qualifications of the bidder.

**Resolution:** A legislative enactment by the governing Board of the County, requiring less legal formality than an ordinance or statute.

**Responsible Bidder:** A person who has the capability in all respects to perform in full the contract requirements, along with the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** A bidder that has submitted a bid, proposal, or reply that conforms in all material aspects to the bid request.

**Sealed Bid:** A bid that has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids.

**Service:** The furnishing of labor, time, or effort by a contractor, consultant, similar person or entity. This includes all construction.

**Set Price Blanket Purchase Order:** A written document to a Supplier formally stating all terms and conditions of a proposed transaction and utilized to purchase Goods or Services at the pre-negotiated Contract selling price.

**Single Source:** An award for a good or service that can be purchased from multiple sources, but in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials), there is only one economically feasible source for the purchase.

**Sole Source:** An award for a good or service that can be purchased from the only known capable Supplier, occasioned by the unique nature of the requirement.

**Statute:** A written law enacted by a duly organized and constituted legal body.

**Supplier:** Any person, business, company, firm, corporation, organization, etc., offering for sale, trade, exchange or otherwise goods or services to the County in exchange for compensation.

**Supplier Debarment:** The exclusion of a person or company from participating in a procurement activity for an extended period of time.

## **CHAPTER 2: ETHICS**

All County Employees are bound by the Code of Ethics delineated in the Clay County Personnel Policies Manual by Article IX, Code of Ethics, of the Clay County Code, and by Chapter 112, Part III, Florida Statutes, entitled “Code of Ethics for Public Officers and Employees.”

In addition to the policies and statutory guidance above, all County Employees, including but not limited to Agents, are forbidden from knowingly accepting any gift, gratuity, service or favor of any value from any Supplier or potential Supplier at any time, with the exception of such offered at any County hosted event, and/or at pre-approved travel and professional training opportunities. This restriction includes incidentals of nominal value such as lunch, dinner, social activity, and promotional items. County Employees shall at all times exercise reasonable judgment and discretion so as to avoid the appearance of impropriety and discredit to the County. County Employees who violate this Chapter shall, at the discretion of the County Manager, be subject to the graduated disciplinary process as described in the Clay County Personnel Policies Manual, up to and including termination of employment. The County’s acceptance of donations and sponsorships through its Donation and Sponsorship Policy are not considered a violation of this Purchasing Policy.

The Board is committed to open and fair competition for the County’s business. The primary objective of the Purchasing Policy shall be receiving the best value for Goods and Services in exchange for the taxpayer’s money. It is the policy of this Board that all exchange transactions shall be conducted at arm’s length and within plain sight of the public. Integrity is paramount and must be demonstrated to the public every day and in every transaction. Favoritism in the purchasing process will not be tolerated. County Employees who engage in such activity, or who have knowledge of others who are so engaged and fail to report such violations, shall be subject to the graduated disciplinary process as described in the Clay County Personnel Policies Manual, up to and including termination of employment.

### **CHAPTER 3: PURCHASING DEPARTMENT AND DEPARTMENT PURCHASERS**

It shall be the policy of the Board that the purchasing operations of the County's operating Departments be consolidated under the control of a separate autonomous organizational unit which reports directly to the County Manager or designee, and which shall be known as the Purchasing Department. The County Manager shall designate a Purchasing Director with supervisory authority over the Purchasing Department and shall appoint Employees and/or officers who shall serve as Department Purchasers.

#### **A. Purchasing Director.**

The Purchasing Director's sole duties shall be directly related to managing the purchasing activities of the County Manager and the Board as well as oversight of the administration of the P-Card Program. The person so designated shall report directly to the County Manager or designee, be segregated from the lines of authority/reporting, direction and undue influences of the County's OMB Director or the Comptroller and shall be considered a separate business unit.

The Purchasing Director shall have as his or her principal duty the administration of this Purchasing Policy. He or she shall additionally:

1. Assist the County Manager in determining the legality and public purpose of all purchases.
2. Qualify, establish, and maintain Suppliers accounts.
3. Develop strategies and objectives for the purchase of Goods and Services, including equipment.
4. Coordinate and supervise the purchases and purchase procedures of user Departments, activities and agencies.
5. Assist user Departments, activities and agencies in drafting scopes and specifications for formal Bids.
6. Manage all aspects of the informal and formal competitive bidding process in accordance with this Purchasing Policy, to include receipt and Bid Tabulation responses.
7. Review all Purchase Requisitions for compliance with this Purchasing Policy.
8. Provide purchasing related training to all user Departments, activities and agencies.
9. Act as the principal liaison with all Suppliers; including but not limited to authorization to complete any required account establishment forms or documentation.
10. Maintain a list of authorized County Purchasers.
11. Make recommendations to the County Manager regarding revisions to this Purchasing Policy from time to time.
12. Oversee the administration of the P-Card Program.
13. Review all Contracts for compliance with this Purchasing Policy and other State and Federal requirements.
14. Obtain and track compliance with any Certificate of Insurance and Performance and



Payment Bonds requirements.

15. Manage Contract coordination, processing, tracking execution, and storage of Contract.
16. Coordinate the approval process and execution of official documents.
17. Coordinate and track Supplier performance, Supplier evaluations, and Supplier debarment.
18. Assist in the resolution of Contract related questions raised by Suppliers and Departments.
19. Ensure proper procedures and accountability for any real estate transactions.
20. Manage all aspects of real property purchases, sales, leases, dispositions, and exchanges.
21. Maintain an accurate inventory and records of all County owned and leased property.
22. Monitor compliance involving all property purchase and lease contract provisions.

**B. Department Purchasers.**

The County Manager or his or her designee shall appoint Employees and/or officers who shall serve as Department Purchasers with specific functions as described below. All Department Purchasers are responsible for confirming whether the preparation and processing of such purchases are in conformity with this Purchasing Policy and ensuring that the best prices for the Goods or Services purchased has been obtained.

The County Manager is authorized to adjust work flows described below as necessary to allow for efficiencies, oversight, and operation of the department procurement, budgetary and payment functions.

● **Designated Department Purchasing Agent.**

Authorized to seek quotes and make purchases in an amount not to exceed **\$1,999.99**, in accordance with the provisions of this Policy. This shall include normal day-to-day purchases. A Purchasing Agent is authorized to be a P-Card Holder for purchases that do not exceed **\$1,999.99**, without further review and approval before making such purchase.

● **Designated Department Purchasing Officer.**

Authorized to seek quotes and make purchases and approve payments in an amount not to exceed **\$4,999.99**, in accordance with the provisions of this Policy, without further review and approval before making the purchase. This shall include normal day-to-day purchases. A Purchasing Officer is authorized to be a P-Card Holder and/or a P-Card Manager if designated.

● **Designated Department Assistant Cost Center Manager.**

Authorized to seek quotes, make purchases, and approve payments in an amount not to exceed **\$19,999.99** in accordance with the provisions of this Purchasing Policy. An Assistant Cost Center Manager is authorized to be a P-Card Holder. Additionally,

designated Assistant Cost Center Managers are responsible for reviewing and approving purchases made by others within their authority up to \$19,999.99.

- **Cost Center Manager.**

Authorized to seek quotes, make purchases, and approve payments in accordance with the provisions of this Purchasing Policy. A Cost Center Manager is authorized to be a P-Card Holder and/or P-Card Manager. Additionally, Cost Center Managers are responsible for reviewing and approving purchases made by others within their authority.

- **Designated Department Analyst.**

Authorized to have budgetary access to assist the Cost Center Manager with budget review and budget controls. The Designated Department Analyst may also serve in the role of an Assistant Cost Center Manager, Designated Purchasing Officer, and Designated P-Card Manager.

#### **CHAPTER 4: BUDGET AND INVESTMENT**

- All budget activity of the County shall be governed by, and be consistent with, the Budget Policy adopted by Resolution of the Board, Resolution No. 2021/2022-19 (adopted 12/14/21), as may be amended by the Board from time to time.
- All investment activity of the County shall be governed by, and be consistent with, the Investment Policy adopted by Resolution of the Board, Resolution No. 2021/2022-10 (adopted 11/9/21), as may be amended by the Board from time to time.

**RESOLUTION NO. 2021/2022-19**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ADOPTING A BUDGET POLICY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Florida Statutes, the County shall prepare, approve, adopt and execute annually a budget; and,

**WHEREAS**, to facilitate the County's preparation and execution of its budget, a policy has been prepared to outline such process; and,

**WHEREAS**, the Board of County Commissioners desires to adopt and implement a budget policy in regards to its budget process.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board hereby adopts a Budget Policy as set forth in the Budget Policy attached hereto as Exhibit A. All budget activity of the County shall be governed by, and be consistent with, the Budget Policy, which supersedes any and all prior policies of the Board related to budget activity.

Section 2. This Resolution shall take effect upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida this 14<sup>th</sup> day of December, 2021.



ATTEST:

Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

Board of County Commissioners  
Clay County, Florida

By: WFBolla  
WFBolla (Dec 20, 2021 09:07 EST)  
Wayne Bolla, Its Chairman

Exhibit "A"

Clay County  
Board of County Commissioners'  
Budget Policy

ADOPTED: December 14, 2021

EFFECTIVE: December 14, 2021

(Resolution 2021/2022-19)

## **Budget Preparation & Methodology**

In accordance with Chapters 125, 129, 200 and 218 of Florida Statutes and the Florida Department of Revenue's Truth in Millage (TRIM) guidelines, a budget shall be prepared, approved, adopted and executed annually by the County. The budget controls the levy of taxes and expenditures of such funds generated from these taxes for all County purposes.

Florida Statutes § 129.01(2)(b) states that the budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves. It shall conform to the uniform classification of accounts prescribed by the appropriate state agency. The budgeted receipts for each fund shall include 95 % of all receipts reasonably to be anticipated from all sources, including taxes to be levied and 100 % of the amount of the balances of both cash and liquid securities estimated to be brought forward at the beginning of the fiscal year.

Florida Statutes § 129.01(2)(c)(1) recognizes but restricts reserves for contingencies to a maximum of 10% of the total fund budget. A reserve for contingencies is a budgeted amount that has been set aside to be appropriated as necessary to meet unexpected needs. If funds further exist, a second reserve for cash flow is based on an amount up to or equal to 20% of the fund's appropriations, which carries the cash needs for expenditures until the new year's major revenues are received. Another reserve is utilized for the purpose of covering future capital outlay needs. Reserves over the 10% contingency and the 20% cash flow reserve, that are not reserved for future capital outlay needs, will be appropriated within the assigned fund. To the extent that unexpected needs do not arise, then the unexpended fund reserve would become part of the fund balance for the next fiscal year.

Budgets for salaries and benefits are based on 100% estimated salaries at the beginning of the fiscal year for all current positions, including any scheduled annual increases, anticipated adjustments to the Florida Retirement System costs and any increases for insurances covered by the County. All full-time vacant positions are budgeted with the highest cost to the County possible for insurance liability. The Human Resources cost center provides salary information.

The budget will clearly reflect both direct and indirect costs of programs. Wherever practical, indirect costs (Administrative Fees) will be recovered at rates determined in conjunction with a cost allocation plan or as mandated by State Statutes.

The County plans and budgets for any facilities and infrastructure necessary to support public programs determined to be necessary for the highest standard of services to provide to the County's citizens. The County purchases goods and services through a competitive bid process except when an alternative method of procurement is specifically authorized by law and is in the County's best interest.

Cash carry forward fund balance represents the excess (or "deficit") of total fund assets less total fund liabilities. This balance represents uncommitted cash or other liquid/cash convertible assets (cash and cash convertible assets less all fund liabilities or claims that are owed and must be paid by the County). These uncommitted or unspent funds generally can be included as available revenue in the next year's fund budget. A negative balance is sometimes referred to as a "deficit." As defined by the Governmental Accounting, Auditing and Financial Reporting of the Government Finance Officers Association (GFOA), fund balance is "the difference between assets and liabilities reported in a governmental fund."

Adequate cash carry forward fund balances are critical to County finances and budgeting. These balances are not only a source of County funds or total revenue, but also address County cash needs and can eliminate the need for costly short-term borrowing. They also provide a source of funds for unforeseen expenditures or shortfalls in County revenues. Finally, adequate balances help strengthen credit or bond ratings that may result in lower interest rates to the County and less restrictions on County debt issues.

A prudent cash carry forward fund balance amount for the General Fund is generally recognized to be between 5 to 15% of total fund revenue. In contrast, Special Revenue, Debt Service, and Capital Improvement Funds are all specific purpose funds. When that specific purpose is fulfilled, no fund balance needs to remain. Enterprise Funds require a prudent balance according to their “business-like” nature. For example, an important component of the balance for Enterprise Funds is the provision for future replacement of the Enterprise Fund’s capital assets.

### **Basis of Accounting**

The accounts of the County are organized on the basis of funds and account groups, each of which is considered a separate accounting entity. The operation of each fund is accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue and expenditures. Governmental funds fall into four (4) major types: General Fund, Special Revenue Funds, Debt Service Funds and Capital Improvement Funds. All governmental funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis, revenues are recognized when they become both measurable and available as net current assets. Expenditures are recognized when the related liability is incurred. Two other fund types are Enterprise Funds and Internal Service Funds. These two (2) funds are accounted for using the accrual basis of accounting. Under the accrual method, revenues are recognized when they are earned and expenditures recognized when they are incurred.

All expenditures will be maintained by a detailed line item based upon a chart of accounts that provides for uniformity of reporting and is consistent with the Uniform Chart of Accounts established by the State of Florida and generally accepted accounting principles (GAAP).

The budget will be appropriated at the major account levels of personnel services, operating expenditures, capital outlay, grants-in-aid, debt service, and non-operating expenditures (transfers and reserves).

### **Basis of Budgeting**

Annual budgets are adopted on a basis consistent with GAAP for all funds. Actual spending cannot legally exceed the budgeted amount. All annual appropriations lapse at fiscal year end. Outstanding encumbrances are viewed as reservations of fund balance and do not constitute expenditures or liabilities.

The County Manager encourages staff to seek expenditure reductions, whenever possible, through efficiencies, technology, productivity improvements, reorganization, outsourcing, or contracting of services, and through the reduction or elimination of programs and practices which will enable the County to be innovative with their funds.

During the budget process all budget requests are reviewed with detailed justification. The budget emphasizes the link between fiscal, planning and operations of the County. The budget includes the following for each County program:

- Description of program and revenue streams;
- Historical summary of the costs to maintain the program;
- Summary of the previous year’s accomplishments;
- Goals and objectives for the upcoming budget year; and
- Key objectives and quantifiable performance measurements or indicators.

## **Budget Control Procedures**

The annual approved budget serves as the legal authorization for expenditures and the proposed means of financing them. The County's budget shall be balanced; that is, the total of the estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves (FS §129.01(2)(b)). The County's budget shall be adopted by the Board of County Commissioners (the Board) at a fund level. For management control purposes, the Office of Management and Budget (OMB) monitors revenues and appropriations at the line-item level within each cost center. County department directors are responsible for the daily management of their budgets and will submit requests for any required budget adjustments to OMB prior to any cost overruns that occur at the line-item level.

Florida Statutes § 129.06(2)(a) provides that the Board may establish procedures by which the designated Budget Officer may authorize certain budget amendments or transfers provided the total appropriation of the fund is not changed.

The County Manager, as the County's designated Budget Officer, at the recommendation of the County Budget Manager has the authority to approve all intra-cost center transfers (i.e., from one line item to another line item) as long as such transfer does not change the total approved budget amount for the fund.

The County Manager at the recommendation of the County Budget Manager has the authority to expend or transfer appropriations among cost centers within a fund, provided no transfers will be made between capital projects.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds into reserves within a fund.

The County Manager at the recommendation of the County Budget Manager has the authority to transfer funds from reserves within a fund up to \$25,000.

Florida Statutes § 129.06(2) provides that the Board at any time within a fiscal year may amend a budget for that year, and may within the first 60 days of a fiscal year amend the budget for the prior fiscal year under certain circumstances.

Appropriations from fund to fund must be approved by Board motion, recorded in minutes, provided that the total of the fund appropriations is not changed.

Appropriations from the reserve for contingencies may increase the appropriations for any particular expenditure in the same fund, or create an appropriation in that fund for any lawful purpose, if approved by Board motion and recorded in the minutes, with the exception that transfers from reserve for contingencies up to \$25,000 may be approved by the County Manager. However, in no circumstance, can expenditures be directly charged to the contingency reserve.

The reserve for future construction and improvements may only be appropriated by resolution of the Board for the purposes for which the reserve was made.

Receipt of unanticipated funds that are for a particular purpose, including but not limited to grants, donations, and gifts, must be approved by resolution of the Board to be appropriated and expended for such purpose. Such receipts and appropriations must be added to the budget of the proper fund. At the time of approval of any grants, donations, gifts or such that are to be expended for a particular purpose, the resolution should accompany the approval to mainstream the process on the usage and tracking of grant funds.

Increased receipts for enterprise or proprietary funds received for a particular purpose may, by resolution of the Board spread on its minutes, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget. The resolution may amend the budget only to transfer revenue between funds to properly account for increased receipts.



Upon fiscal year's end, OMB will compare actual and budgeted revenue and expenditures for all operating funds. Any significant variances and recommended actions will be reported to the County Manager. All grant or non-grant related year end surpluses will be trued up and the current year budget will be amended utilizing contingency funds by resolution approved by the Board.

Any amendment to the budget not previously mentioned must be authorized by resolution or ordinance of the Board and adopted following a public hearing. The public hearing must be advertised at least two days, but not more than five days, before the date of the hearing. The advertisement must appear in a newspaper of paid general circulation and must identify the name of the taxing authority, the date, place and time of the hearing, and the purpose of the hearing. The advertisement must also identify each budgetary fund to be amended, the source of the funds, the use of the funds, and the total amount of each budget. OMB will review all requests for appropriation changes to ensure that all necessary documents have been adequately prepared including those necessary for submission to the Board.

RESOLUTION NO. 2021/2022 - 10 \_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING THE BOARD'S INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Section 218.415, Florida Statutes, authorizes the Board of County Commissioners ("Board") to adopt a written investment policy to guide investment activity of the County; and

**WHEREAS**, the Board currently has an Investment Policy in place, which was last amended on April 14, 2020; and

**WHEREAS**, in support of the investment objectives of safety of capital, liquidity of funds, and investment income, in that order, the Board desires to amend its Investment Policy.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board hereby amends its Investment Policy as set forth in the Investment Policy attached hereto as Exhibit A. All investment activity of the County shall be governed by, and be consistent with, the amended Investment Policy, which supersedes any and all prior Investment Policies of the Board.

Section 2. This Resolution shall take effect upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida this 9<sup>th</sup> day of November, 2021.

Board of County Commissioners  
Clay County, Florida

*Mike Cella*

By: Mike Cella (Nov 15, 2021 15:24 EST)

Mike Cella, Its Chairman

ATTEST:

*Tara S. Green*

Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board



## Exhibit A

### CLAY COUNTY BOARD OF COUNTY

### COMMISSIONERS

### Investment Policy

#### I. Scope

This investment policy applies to all financial assets of Clay County, which are under the direct control of the Clerk of the Court as the County Comptroller for the Board of County Commissioners of Clay County (Board). The Board has responsibility for the approval of the Investment Policy through an executed resolution attached to this policy. The Investment Committee, comprised of the Clerk of Court and Comptroller (Clerk), Chief Administrative Officer, Finance Officer, Chairman of the County Commissioners or designee, County Manager, Assistant County Manager, Director of the Office of Management and Budget, and the Commission Auditor, will provide the overall direction for investing under this Policy with the Clerk of the Court and Comptroller directing investments under that direction. This Policy does not include any financial assets under the direct control of any of the Constitutional Officers of the County. At such time, as the funds under their direct control pass to Clay County, then this policy will be applicable. The Clerk has discretion to manage the investment portfolio and to vary limits on securities as defined in this policy but within the limits of Florida Statutes. The Policy was adopted using Florida Statutes Section 218.415 as a guideline. Bond proceeds may be further limited or expanded by their respective bond resolutions or covenants and shall not be considered to be in conflict with the Investment Policy.

The Clerk of Court and Comptroller will consolidate, where practicable and allowable, for the purposes of investment, cash balances and investments from all funds covered by this policy to maximize investment earnings and reduce risks. Unless otherwise provided for in this policy, the term Clerk of Court and Comptroller shall include his or her designee. The investment of funds shall comply with all controlling state statutes, ordinances and covenants covering the Board's investments.

#### II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, yield and transparency:

1. Safety & Legality: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks the preservation of capital in the overall portfolio. The objective will be to limit credit risk and interest rate risk to a level commensurate with the risks associated with prudent investment practices and performance benchmarks, if applicable.

A. Credit Risk: The Investment Committee will limit credit risk, the risk of loss due to the failure of the security issuer or backer, by diversifying the investment portfolio so that potential losses on individual securities will be minimized and by limiting investments to specified credit ratings.

B. Interest Rate Risk: The Investment Committee will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by limiting investment to those intended to maintain a constant share price or par value.

2. Liquidity: The portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner by investing in the securities prescribed by this Policy in Section V. Periodical cash flow analyses will be completed in order to ensure that the portfolio are positioned to provide sufficient liquidity.

3. Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return, as measured

by specified benchmarks, throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety, liquidity and transparency objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. An attempt will be made not to sell securities prior to maturity. However, in some circumstances an investment advisor may trade to achieve a perceived relative value based on its potential to enhance the return/yield of the portfolio.

4. Transparency: The Board shall operate its portfolio in a transparent manner, making its periodic reports both available for public inspection and designed in a manner which communicates clearly and fully information about the portfolio.

### **III. Standards of Care**

1. Prudence: The standard of prudence to be used by investment officials shall be the Prudent Person Rule and shall be applied in the context of managing an overall portfolio. Board and Clerk personnel, acting in accordance with this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the Board in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The Prudent Person Rule states that: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

2. Ethics and Conflicts of Interest: The Investment Committee members and other authorized personnel shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. These investment officials shall disclose annually, in a written statement to the Board, any material interests in financial institutions with which they conduct business on behalf of the Board. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. They shall refrain from undertaking personal investment transactions with the same individual(s) with whom business is conducted on behalf of the Board.

3. Delegation of Authority: Authority to manage the investment program is granted to the Investment Committee and other authorized personnel. The Board may seek professional advice and therefore may contract with a federally registered investment advisory firm that specializes in public funds fixed income management. No person may engage in an investment transaction except as provided under the terms of this policy. The Clerk of Court and Comptroller shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

### **IV. Broker Dealers, Safekeeping and Custody**

1. Authorized Financial Dealers and Institutions: The Board shall list financial institutions consisting of banks and other depository institutions authorized to provide depository and investment services. In addition, a list will be maintained of approved security broker/dealers consisting of "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). Both lists shall be reviewed by the Investment Committee at least annually. All and any 12b-1 fees shall be fully disclosed to the Board on any money market funds purchased.

2. Perfection of Interest: Securities shall be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping or custody, except by an authorized staff member of the unit of local government.

### **V. Suitable and Authorized Investments**

This investment policy is authorized by the Board. Investments not listed in the investment policy are prohibited.

The investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

Prior to conducting transactions, as authorized by this policy, the Clerk of Court and Comptroller shall select the optimal types of investments upon the advice of a financial advisor approved by the Board. For any new investments, the Investment Committee will approve that instrument and will competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives shall be selected.

Consistent with the Florida Statutes the following investments will be permitted by this policy:

1. Authorized Issuers: Each investment must comply with the provisions of each section. This section addresses who can issue authorized investments, what minimum credit ratings these investments must have, what maturity or other limitations apply concerning interest rate risk, and how much of any security may be held. Subject to additional restrictions in this Part V, securities may be held that are issued by:

A. Local Government Investment Pools: Shares in local government investment pools organized under Chapter 163, Part I, F.S. At the time of purchase, the local government investment pool must carry the highest fund rating by all Nationally Recognized Statistical Rating Organizations (NRSROs), who rate the fund (AAA<sup>m</sup>/AAA<sup>f</sup>, or equivalent). At the time of purchase, shares in the local government investment pool must be fully redeemable on the next business day and/or seeks to assure the return of principal on the planned maturity date.

B. The State Board of Administration Pool (SBA): Shares in the SBA pool organized under Chapter 218, Part IV, F.S. At the time of purchase, the SBA must carry an AAA<sup>m</sup> rating from Standard & Poor's. At the time of purchase, shares in the fund must be fully redeemable on the next business day.

C. Money Market Mutual Funds: Shares of any money market fund that is registered as an investment company under the federal "Investment Company Act of 1940," as amended. At the time of purchase, money market fund must carry an AAA<sup>m</sup> rating from Standard & Poor's. At the time of purchase, shares in the money market fund must be fully redeemable on the next business day.

D. Deposits in Qualified State Depositories (QPD): Banks deposits for the Board must comply with Chapter 280.16 Florida Statutes. Such deposits in QPD must be collateralized according to the statutory requirements.

E. United States Treasury Securities: U.S. Treasury obligations, and obligations of the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

F. United State Government Agencies: Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. federal agency, instrumentality or government-sponsored enterprise (GSE).

## **VI. Diversification Limits**

Chapter 218.415 (8) Florida Statutes states that the investment policy shall provide for appropriate diversification of the investment portfolio.

1. Local Government Investment Pools: Up to 80% of the portfolio may be invested in Local Government Investment Pools, no more than 40% of the portfolio may be invested in any single pool.

2. The State Board of Administration Pool (SBA): No more than 80% of the portfolio may be invested in the SBA.

3. Money Market Mutual Funds: Up to 80% of the portfolio may be invested in money market funds, no more than 20% of the portfolio may be invested in any single fund.

4. Deposits in Qualified State Depositories (QPD): Up to 80% of the portfolio may be deposited in qualified state depositories, no more than 40% of the portfolio may be invested in any single depository.

5. United States Treasury Securities: Up to 100% of the portfolio may be invested in U.S. Treasury Obligations.

6. United States Government Agencies: Up to 80% of the portfolio may be invested in U.S. Government Agencies. No more than 40% of the portfolio may be invested in any single issuer.

## **VII. Internal Controls**

The Clerk of Court and Comptroller shall establish a system of internal controls which shall be in writing and made a part of the governmental entity's operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically required of the unit of local government. The internal controls should be designed to prevent losses of funds which might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of Clay County.

## **VIII. Reporting**

1. Methods: The Clerk of Court and Comptroller shall prepare, or have prepared by an outside investment advisor or other third party, an investment report and provide such to the Board at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the Board to ascertain whether investment activities during the reporting period have conformed to the investment policy. This investment report shall include a list of securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

2. Performance Standards: The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The performance benchmark for the Board shall be the S&P Rated GIP Index Government 30-Day Gross of Fees Yield. If the performance of a fund falls below this benchmark for three consecutive months, the investment will be reviewed by the Investment Committee.

3. Marking to Market: The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

## **IX. Policy Considerations & Implementation**

1. Exemption: Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. Amendments: This policy shall be reviewed on an annual basis. Any changes must be approved by the the Board.

3. Continuing Education: Chapter 218.415 (14) Florida Statutes states that the investment policy shall provide for the local government's officials responsible for making investment decisions. The Investment Committee shall be responsible for assuring compliance with this law.

**RESOLUTION NO. 2023/2024- 41**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ADOPTING A REVISED DONATION AND SPONSORSHIP POLICY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Clay County, Florida initially adopted the Donation and Sponsorship Policy on February 22, 2022; and,

**WHEREAS**, since initial adoption, various amendments have been incorporated into the Donation and Sponsorship Policy to clarify definitions and terms.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board of County Commissioners of Clay County, Florida hereby desires for its Donation and Sponsorship Policy to be updated and revised accordingly and adopts the revised Donation and Sponsorship Policy attached hereto as Exhibit A which shall supersede and take precedence over all other existing policies and prior procedures effective March 12, 2024.

Section 2. This Resolution shall become effective immediately upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida this 12<sup>th</sup> day of March, 2024.



BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: *Jim Renninger*  
Jim Renninger (Mar 18, 2024 10:46 EDT)  
Jim Renninger, Its Chairman

ATTEST:

*Tara S. Green*

Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

# **EXHIBIT A**



Clay County  
Board of County Commissioners'  
Donation and Sponsorship Policy

ADOPTED: February 22, 2022  
EFFECTIVE: February 22, 2022  
(Resolution 2021/2022-29)

REVISED: March 12, 2024  
(Resolution 2023/2024-\_\_\_)

## PURPOSE

The aim of this Donation and Sponsorship Policy (Policy) is to create an authorized environment for accepting donations and entering into sponsorship agreements with third parties where such donations and sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by the Clay County Board of County Commissioners. The purpose of the Policy and procedures as outlined is to:

1. Uphold the County's stewardship role to safeguard the County's assets and interests;
2. Provide employees with guidelines and procedures based on best practices;
3. Encourage the use of creative marketing opportunities to generate new revenues and offset costs by maximizing the use of County assets and properties;
4. Offset costs of existing events and programs and expand outreach; and
5. Protect the County from risk.

The Policy provides an enabling environment for the County to accept donations and enter into sponsorship agreements or partnerships within set guidelines and procedures for the purpose of optimizing non-tax revenue sources. Under the conditions of this Policy, County staff may solicit such sponsorship agreements and partnerships.

The County shall not relinquish to the donor or sponsor any aspect of the County's right to manage and control the County's assets or facilities. Sponsorships or partnerships will not result in any loss of Clay County jurisdiction or authority.

## SCOPE

This Policy applies to all County departments and divisions.

This Policy does not apply to:

1. Funding obtained from formal grant programs.
2. County sponsorship of external projects where the County provides funds to an outside organization.

## RESPONSIBILITY

The Grants Division will review this Policy no less than annually and recommend updates as necessary or as circumstances dictate. The Grants Division will also oversee implementation and administration of this Policy.

## DEFINITIONS

"Honorary Naming Rights" shall mean the naming of County property to honor the service, commitment, or other type of participation by an individual, or civic or charitable group. For Honorary Naming Rights defined in this Policy, "individual" shall mean a person that has made a substantial contribution to the community, either through civic involvement, involvement in

historical events relevant to the specific County property, or to the geographical location of specific County property. Honorary Naming Rights are given to individuals posthumously.

“In-Kind Contribution” shall mean a non-cash contribution given in the form of goods, commodities, materials, and/or services.

“Naming Rights” shall mean a type of Sponsorship in which a third party purchases the exclusive right to name a whole asset or venue. The sponsoring of a component of an asset or venue (e.g. – bench or structure in a park, specific room in a building) is not considered to be naming rights for the purposes of this Policy. Naming Rights are considered in the commercial context only, where the Naming Right is sold or exchanged for significant cash or other revenue support. This arrangement must be documented in an agreement signed by the interested parties.

“Naming Rights Agreement” shall mean a written contract evidencing the right to name or re-name County-owned facilities or land that contains terms acceptable to the County. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by the County Attorney prior to finalization to ensure that the County’s legal interests are protected. The duration of Naming Rights shall be determined or negotiated on a case-by-case basis and shall be included as part of the agreement.

“Partnership” shall mean a collaborative sponsorship in which a third party entity supports County activities by providing cash and/or In-Kind Contributions. At the County’s discretion, reciprocal marketing or advertising benefits may be included in Partnerships. Examples of Partnerships include third parties that participate in County events or programs and/or public events or programs organized by the County through its departments or divisions, including, but not limited to, the Parks and Recreation Department and the Clay County Public Library System. Partnerships should be documented in writing.

“Philanthropic Contribution” or “Donation” shall mean a contribution or donation to Clay County from a third party for which there is no reciprocal commercial and/or marketing benefit expected or required from the County. Such Philanthropic Contribution or Donation may be cash or an In-Kind Contribution. Planned giving or estate giving (i.e. a bequest, appreciated securities, life insurance, real estate, personal property, 401k/IRA or Retirement Plan, charitable gift annuity, etc.) is considered a Philanthropic Contribution. In-kind services and matching or cost sharing arrangements and/or agreements for the purchase of capital assets or improvements, including maintenance, are also covered by this definition.

“Sponsor” shall mean a third party that enters into a Sponsorship Agreement with the County.

“Sponsorship” shall mean a mutually beneficial business arrangement between the County and a third party, wherein the third party provides cash and/or an In-Kind Contribution to the County in return for access to the commercial and/or marketing potential associated with the County. Sponsorships may include sponsorship of one or more of the County’s services, projects, events, programs, facilities, or activities. This arrangement must be documented in a Sponsorship Agreement signed by the interested parties. Sponsorships also include negotiated naming rights for a fixed period of time, in which a reciprocal benefit is documented in a Sponsorship

Agreement or Naming Rights Agreement.

“Sponsorship Agreement” shall mean a contractual agreement that reflects the business arrangement for a Sponsorship in exchange for a commercial and/or marketing benefit between the County and a Sponsor for a specified period of time.

### RESTRICTIONS

In general, the following industries and products are not eligible for Sponsorships within Clay County: police-regulated businesses; faith-based and political organizations; companies whose business is substantially derived from the sale of alcohol, tobacco, medical marijuana, vaping, firearms, adult use, or similar services and items. Sponsorships by sponsors that fall into one of the above-stated categories shall be subject to review and approval by the Board of County Commissioners.

Any Sponsorship or Partnership may be revoked at any time for non-compliance with the standards set forth herein.

Any advertising or naming rights that fit within any of the below categories is prohibited and will not be displayed:

1. False, misleading, or deceptive;
2. Relates to an illegal or criminal activity;
3. Explicit sexual material, obscene material, or material harmful to minors;
4. Advertises tobacco products, including medical marijuana, vaping, and similar items;
5. Includes language which is obscene, vulgar, profane, discriminatory, or scatological;
6. Relates to instruments, devices, items, products, or paraphernalia that are designed for use in connection with specific sexual activities; or
7. Depicts violence and/or anti-social behavior.

All Sponsorship advertising shall comply with the standards set forth in this Policy and is subject to review and approval by the County.

### ETHICAL CONSIDERATIONS

1. Sponsorships or Partnerships shall not, in any manner, influence, or be perceived to influence, the day-to-day business of the County, nor invoke any future or additional consideration other than as specifically stated in the resulting sponsorship agreement.
2. Sponsorships or Partnerships shall not confer any personal benefit, directly or indirectly, to any particular County employee or official; or cause or allow a County employee or official to receive any product, service, or asset for personal gain or use.
3. Sponsorships or Partnerships shall not interfere with existing contractual obligations.
4. Sponsorships or Partnerships shall not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the sponsor outside of the resulting Sponsorship Agreement.
5. Sponsorships or Partnerships by parties that are disqualified or debarred from doing

- business with the County shall not be allowed and will be declined.
6. Sponsorships or Partnerships by parties that are in litigation with the County shall not be allowed and will be declined.
  7. Sponsorships or Partnerships that otherwise constitute a conflict of interest or create the appearance of, or potential for, the same shall not be allowed and will be declined.
  8. Sponsorships or Partnerships by parties in violation of the law or convicted of criminal activities may be revoked or denied.

## PROCEDURES AND AUTHORITY

Sponsorship and Partnership requests must be submitted in writing to the County's Grants Division, which will review the request for compliance with the County's Policy. Sponsorships and Partnerships under \$25,000 may be approved by the County Manager. Sponsorships and Partnerships equal to or greater than \$25,000 will be submitted to the Board of County Commissioners for approval.

Naming Rights requests shall be in writing and reviewed by the Grants Division and County Manager. Any County Commissioner, citizen, group of citizens, entity, or organization may submit an Honorary Naming Rights proposal to name County property after an individual, civic or charitable group, or other entity or organization. If found to be in compliance with applicable County policies, a request shall be scheduled for County Commission consideration. The County Commission may approve the request, may determine that the request be submitted for competitive negotiation, or may deny such request. Any approval shall be by resolution of the County Commission.

Philanthropic Contributions or Donations may be submitted for consideration by a written proposal identifying the cash or In-Kind Contribution and the purpose, whether an unspecified or general County purpose (i.e. to benefit the Library System, Animal Services, Parks and Recreation, Paramedicine, etc.). These Philanthropic Contributions and Donations may be collected and tracked on an on-going basis. The County retains the right to keep or dispose of any donated goods or materials. Acceptance of a Philanthropic Contribution or Donation does not create any obligation on behalf of the County to provide maintenance to or preserve any donated good or material.

Written Philanthropic Contribution/Donation, Sponsorship, and/or Partnership requests may be mailed to 477 Houston St., Green Cove Springs, FL 32043, or emailed to the Grants Division. Contact information for the Grants Division can be found online at [www.claycountygov.com/government/grants](http://www.claycountygov.com/government/grants).

## REPORTING

A report summarizing approved Sponsorship Agreements shall be filed on the consent agenda of the Board of County Commissioners at least annually.

## **CHAPTER 5: PURCHASING RULES**

A purchase is an acquisition in any manner of Goods or Services, whether by Purchase Order, P-Card, , Contract, Agreement, or otherwise. Purchases of Goods which, in the ordinary course of Business, are purchased in small quantities at a time (example: office supplies), but which conceivably could be purchased in bulk so as to invoke the formal Bid process, shall not be considered divided purchases made in order to circumvent the spending thresholds in this Purchasing Policy, but rather, will be considered separate purchases when to purchase in bulk is not customary, convenient, or for which storage and inventory against future use would be impractical. The following are not considered purchases hereunder:

1. Transfer, sale, or exchange of personal property between governmental agencies,
2. Utilities,
3. Public communications, i.e., telephone, cable, or
4. Transportation of persons or things.

### **A. Purchase Requisitions.**

Certain County Employees designated by the County Manager or his or her designee shall have the authority to request purchases. The designated County Employee shall submit the Purchase Requisition for review and approval in accordance with this Purchasing Policy. The Purchasing Department shall review all Purchase Requisitions to confirm whether the preparation and processing is in conformity with this Purchasing Policy. The Purchasing Director or his or her designee shall evidence such confirmation and validate Purchase Requisitions for further processing.

### **B. Purchase Orders and Blanket Purchase Orders.**

1. A Purchase Order is generally used for one-time purchases of Goods or Services. The phrase one-time purchase means a single, non-recurring or infrequently-recurring purchase of an item or group of items that will result in a single delivery and invoice for the item or items. A Purchase Order may be used for small projects as well as projects under Contract.
2. A Set Price Blanket Purchase Order or an Open Price Blanket Purchase Order is a type of Purchase Order that may be used when the County contracts with a Supplier to provide Goods or Services on a recurring, as needed and over-the-counter basis and for which recurring deliveries and multiple invoices can be regularly expected during the course of the fiscal year. For purposes of this Purchasing Policy, the use of Blanket Purchase Orders is encouraged, at the County Manager's discretion, when in his or her judgment, price or quantity Discounts or other economies of scale might be captured for different classes of Goods or Services. When a Blanket Purchase Order is used, the total estimated fiscal year cost of the Goods or Services is used to determine whether verbal or written quotes or formal Bids are required as well as to establish the required level of review and approval.

3. **Prior to issuance of a Purchase Order or Blanket Purchase Order, the Purchasing Department shall determine that the unencumbered and unexpended balance of the appropriate account is sufficient to cover the cost of the purchase.** Should the unencumbered and unexpended amounts not be sufficient to cover the full purchase cost, the Purchase Order or Blanket Purchase Order cannot be issued, and the purchase may not proceed. If unencumbered and unexpended account balances are sufficient to cover the full cost of the purchase, a Purchase Order or Blanket Purchase Order will be issued, and the ordering of Goods and Services may proceed. In recognition of the critical importance of managing the County's cash flows, it is the policy of the Board that the County Manager shall have the discretionary authority to delay or withhold the issuance of Purchase Orders or Blanket Purchase Orders to properly balance cash receipts with Cash Outlay.
4. County Employees placing orders for Goods and Services shall reference the Purchase Order number to the Supplier when the order is placed and request that Suppliers reference the Purchase Order number on any order confirmations, shipping documents and all Invoices requesting payment. The Purchasing Director shall reasonably ensure that all Suppliers and prospective Suppliers are informed that, under the Board's Purchasing Policy, Employees are not authorized to order Goods or Services without first obtaining a valid Purchase Order number, except for what is allowed in D. 1. and D. 2., and that the County will not be liable for payment for Goods or Services that are ordered in violation of this Purchasing Policy.
5. **Goods and Services shall not, under any circumstances, be ordered from any Supplier, at any time, without first obtaining a Purchase Order, unless allowed in D. 1. and D. 2. Failure on the part of any Employee to follow these procedures shall subject that Employee to the graduated disciplinary process as described in the Clay County Personnel Policies Manual, up to and including termination of employment.**

**C. Contracts.**

1. Any procurement of Services that is equal to or greater than \$20,000 requires a Contract to be prepared by the County Attorney's Office. No Contract may be entered into without allocated or identified funding. For Contracts anticipated to be performed over multiple fiscal years, the future funding source(s) must be identified or the Contract should provide how payment will be addressed for each fiscal year (i.e., via an approved task authorization, purchase order, notice to proceed, etc.).
2. All Contracts, terms and conditions, quotes, or other similar types of documents that require execution, regardless of the amount, shall be submitted by the requesting Department for review by the Purchasing Department, the OMB Department, and the County Attorney's Office to confirm compliance with this Purchasing Policy and Florida law. Under no circumstance are members of a Department authorized to

execute on behalf of the County, Contracts or similar types of documents that contain terms and conditions.

3. The Board, unless otherwise provided by this Purchasing Policy or Florida law, shall approve all Contracts. The Chairman of the Board, or in his or her absence the Vice Chairman, shall evidence the Board's collective willingness to enter into each respective Contract by affixing his or her signature in the appropriate place on all Contracts in a manner as advised by the County Attorney. All requests for Board approval shall be submitted to the Finance and Audit Committee which shall forward them to the Board with a recommendation for approval or disapproval, except that under extenuating circumstances approval of a Contract may be submitted directly to the Board with an explanation setting forth the facts, circumstances and/or reasons why such is being presented directly to the Board.
4. The County Manager, unless otherwise provided by this Purchasing Policy or Florida law, is authorized to approve and execute on behalf of the Board and in the name of the County:
  - a. Contracts and related documents, including, but not limited to, extensions, renewals, amendments, Change Orders, and/or terminations made in the normal course of business, when the total Contract or renewal amount is less than \$50,000.
  - b. Any Change Order, extension, renewal, amendment, or similar type of document to any Contract or similar type of document approved by the County Manager so long as the Change Order, extension, renewal, amendment, or similar type of document does not result in the Contract amount exceeding \$55,000 (110% of \$50,000) and does not exceed the current Budget amount. In the case of multiple Change Orders, extensions, renewals, and/or amendments, the total Contract amount as adjusted by the combined total of all Change Orders, extensions, renewals, and/or amendments, shall not result in the total Contract amount exceeding \$55,000 (110% of \$50,000) and shall not exceed the current Budget amount.
  - c. Any Change Order, extension, renewal, amendment, or similar type of document to any Contract or similar type of document approved by the Board so long as the Change Order, extension, renewal, amendment, or similar type of document does not result in the Contract amount exceeding 110% of the original Contract amount and does not exceed the current Budget amount. In the case of multiple Change Orders, extensions, renewals, and/or amendments, the total Contract amount as adjusted by the combined total of all Change Orders, extensions, renewals, and/or amendments, shall not exceed 110% of the original Contract amount and shall not exceed the current Budget amount.
  - d. Contracts that do not involve the purchase of a Good or Service, do not involve a monetary obligation, or that include minor obligations but are necessary to carry



out the day-to-day operations of the County, subject to review and approval by the County Attorney's Office, the Purchasing Department, and the Department bringing the Contract.

- e. Extensions or renewals to Contracts beyond a second one-year extension not to exceed 6 months if it is determined to be in the Best Interest of the County.
  - f. Contracts or similar types of documents following the Board's approval of a Bid Award of a Request for Bids regardless of the total amount of the Contract.
  - g. Contracts authorized under Chapter 5, Section D 9.
5. Contract Renewal. It is the philosophy of the Board that all qualified Suppliers should be given an opportunity to submit a Bid, Quote, or Proposal in accordance with this Purchasing Policy. The idea of merely renewing Contracts from year to year circumvents this philosophy and does not assure the Board of the best price or the best service. It is therefore the policy of the Board that Contracts shall not be automatically renewed unless a benefit is to be gained by the County. The following procedures shall be followed by staff in the renewal process:
- a. All requests for Contract renewals shall be submitted to the Finance and Audit Committee which shall forward them to the Board with a recommendation for approval or disapproval, unless under Chapter 5, Section C 4. approval by the County Manager is authorized, or under extenuating circumstances approval may be submitted directly to the Board with an explanation setting forth the facts, circumstances and/or reasons why such is being presented directly to the Board.
  - b. Contracts shall not be renewed beyond a second one-year extension (i.e.: two one-year renewals after the end of the original Contract term). Subsequent to the second Contract renewal or extension, Contracts shall be competitively purchased. When renewing a Contract, all terms and conditions of the original Contract (unless modification is required by law, permitted by the Contract, or otherwise negotiated by the parties), shall apply unless more favorable terms for the County have been negotiated and/or are in the Best Interest of the County. If it is in the Best Interest of the County to negotiate additional or extended renewals, beyond two one-year renewals, a limited six-month extension may be considered and approved by the County Manager and any greater extension may be considered and approved by the Board.
6. Prior to commencement of Services or a Notice to Proceed being issued, any insurance and bond documentation required by a Contract must be provided by the Supplier to the Purchasing Department.
7. The Project Manager if designated under the Contract or if no designated representative the Department Directors are responsible for overseeing all Contract

requirements and managing the Contract. Examples of such requirements and Contract management include, but are not limited to the following:

- Confirming receipt by the Purchasing Department of any required insurance and bond documentation;
  - Issuing Notices to Proceed and providing issued Notices to Proceed to the Purchasing Department and the County Attorney's Office;
  - Overseeing the Contract Services;
  - Communicating with Suppliers;
  - Coordinating work days and hours with Suppliers;
  - Obtaining and reviewing reports and other documents required under the Contract;
  - Tracking Contract completion dates;
  - Notifying the County Attorney's Office of any extensions, renewals, or amendments that may be needed to a Contract;
  - Reviewing the Services as delivered, installed, performed or to be performed under the Contract to determine whether the price, quantity and quality of the Services is as represented in any invoices or documents provided by the Suppliers;
  - Compliance with Contract Payment Procedures, including, but not limited to, confirming completion of any punch list items by the Supplier, receipt of releases of liens or equivalent proof of payments to subcontractors and suppliers, receipt of Supplier's warranty and any warranties from third parties, final acceptance of the Services, and certificates of partial and final payment;
  - Conducting and/or assisting with Performance Evaluations of the Supplier in coordination with the Purchasing Department to ensure compliance with the Contract; and
  - Upon receipt of a Notice to Owner and/or Notice of Non-Payment, immediately providing such documentation to the Purchasing Department.
8. The County permits the use of electronic signatures between the County, Suppliers, other agencies, customers, and members of the public in carrying out transactions by entry into Contracts, memorandums, or other types of agreements. Electronic signatures shall have the same force and effect as manual written signatures. Each person signing on behalf of the parties to a Contract must have full authority to execute the Contract on behalf of such party. The use of electronic signatures does not limit the County's right or option to conduct a transaction in non-electronic form nor does it affect the obligation to have original hand-written signatures when required.

#### **D. Competitive Purchasing Requirements.**

1. Any purchase between **\$0 and less than \$2,000.00** may be made by a designated Purchasing Agent by requisition or P-Card, without further review or approval before making the purchase. Under no circumstances is a Department authorized to break a

single project/purchase down into smaller components in order to circumvent the threshold requirements within this Chapter.

2. Any purchase between **\$0 and less than \$5,000.00** may be made by a designated Purchasing Officer by requisition or P-Card, without further review or approval. Under no circumstances is a Department authorized to break a single project/purchase down into smaller components in order to circumvent the threshold requirements within this Chapter.
3. All P-Card Holders other than a Purchasing Agent are authorized to use a P-Card in an amount **not to exceed \$5,000.00** in accordance with Chapter 10. Under no circumstances is a Department authorized to break a single project/purchase down into smaller components in order to circumvent the threshold requirements within this Chapter.
4. All purchases **equal to or greater than \$5,000.00 and less than \$10,000.00** may, upon receipt of a verbal Quote from the contracting Supplier, be approved by the respective Assistant Cost Center Manager and the Purchasing Director or his or her designee. However, purchases described in this section must in any case follow the procedures outlined in Chapter 5, Sections A and B above. In the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuance of the Purchase Order, the Purchasing Director may approve Change Orders so long as the total Purchase Order amount does not exceed 110% of the maximum threshold amount defined above. If the amount of the change is less than \$100, the Invoice may be processed without a Change Order.
5. All purchases **equal to or greater than \$10,000 and less than \$20,000.00** must, upon receipt of three (3) verbal Quotes from potential contracting Suppliers, be reviewed and approved by an Assistant Cost Center Manager and the Purchasing Director and must follow the procedures outlined in Chapter 5, Sections A and B above.
  - a. In addition to these requirements, the requesting department shall, with all due diligence, obtain and document three (3) verbal Quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Department. Documentation of verbal Quotes shall contain the following information at minimum:
    - i. Date of verbal Quote;
    - ii. Supplier Business name;
    - iii. Supplier telephone number;
    - iv. Item description;
    - v. Total purchase price Quote;
    - vi. Name of Supplier employee making the Quote; and
    - vii. Date upon which the verbal Quote becomes void (i.e.: the last day that the Supplier will honor the Quote).

- b. It shall be the policy of the Board that Goods and Services within this cost range (\$10,000-\$19,999.99) shall be purchased from responsible Suppliers offering the best value for the most conforming Goods or Services at the lowest verbally Quoted price. If three (3) Quotes cannot be obtained and documented, the Department must attach a written explanation to the Purchase Requisition. The Purchase Requisition can be approved and the purchase made without three Quotes if the written explanation why three (3) Quotes were not reasonably available is adequate and approved by the County Manager or his or her designee. Additionally, in the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuance of the Purchase Order, the County Manager or his or her designee may approve Change Orders so long as the total Purchase Order amount does not exceed 110% of the maximum threshold amount defined above. If the amount of the change is less than \$100, the Invoice may be processed without a Change Order.
  - c. In the event the Department does not select the lowest Quote, then the explanation for such must be approved by the County Manager, submitted with the Purchase Requisition, and submitted for information to the Board.
  - d. If applicable, all Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code at the time of submitting Quotes and submit evidence of such, at the time of submission of the Quote to the County.
6. All purchases **equal to or greater than \$20,000.00 and less than \$50,000.00** must, upon receipt of three (3) written Quotes from potential contracting Suppliers, be reviewed and approved by the Cost Center Manager, the Purchasing Director, and the County Manager and must follow the procedures outlined in Chapter 5, Sections A and B above. A Contract for Services is required as further outlined in Chapter 5, Section C above.
- a. In addition to these requirements, the requesting department shall, with all due diligence, obtain three (3) written Quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Department. Each written quote is to be made using the County's written Quote form and contain the following information at minimum:
    - i. Date Quote was received;
    - ii. Supplier Business name;
    - iii. Supplier telephone number;
    - iv. Item description;
    - v. Total purchase price Quote;
    - vi. Name of Supplier employee making the Quote;
    - vii. Date upon which the Quote becomes void (i.e.: the last day that the Supplier will honor the Quote, or "good through" statement);

- viii. Local Preference; and
- ix. Buy American Preference.

- b. It shall be the policy of the Board that Goods and Services within this cost range (\$20,000-\$49,999.99) shall be purchased from responsible Suppliers offering the best value for the most conforming Goods or Services at the lowest written Quoted price. If three (3) written Quotes cannot be obtained, the Department must attach a written explanation to the Purchase Requisition. The Purchase Requisition can be approved and the purchase made without three (3) written Quotes if the written explanation why three (3) written Quotes could not reasonably be obtained is adequate and approved by the County Manager or his or her designee. In the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuance of the Purchase Order, the County Manager or his or her designee may approve a one-time Change Order so long as the total Purchase Order amount does not exceed 110% of the maximum threshold amount defined above. If the amount of the change is less than \$100, the Invoice may be processed without a Change Order.
  - c. All Bids will additionally require the issuance of a Purchase Order.
  - d. In the event the Department does not select the lowest written Quote, then the explanation for such must be approved by the County Manager, submitted with the Purchase Requisition, and submitted for information to the Board.
  - e. If applicable, all Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code at the time of submitting Quotes and submit evidence of such at the time of submission of the Quote to the County.
7. All purchases **equal to or greater than \$50,000.00** are subject to the formal competitive Bid process and shall be made and otherwise governed in accordance with the formal Bid process set forth in Chapter 8 of this Purchasing Policy. A Contract for Services is required as further outlined in Chapter 5, Section C above. Notwithstanding anything else to the contrary in this Purchasing Policy:
- a. All Bids for Goods or Services under this section shall be made in accordance with the public Bid Opening and recording procedures delineated in Chapter 8 of this Purchasing Policy.
  - b. All Bids under this section will be available through the County's electronic bidding system, published in a newspaper, and on the County's website.
  - c. In addition to a Contract, all Bids for any Services will require issuance of a Purchase Order.

- d. Public Construction Works including Public Facility Improvements and Electrical Work. All Contracts for: (1) the Construction or improvement of a public building or structure, or for any other public Construction work, or (2) electrical work for a project, must be competitively awarded pursuant to the requirements of Section 255.20, Florida Statutes, unless a) the proposed Construction falls within one of the exemptions listed in Section 255.20(1)(c)(1)-(8), Florida Statutes, or b) the Board determines that it is in the public's best interest to utilize the exemption procedures contained in Section 255.20(1)(c)(9)-(10), Florida Statutes, relating to the use of its own Services, Employees and equipment, or the award of work to a private Contractor, respectively. In the event the subject work falls within one of the exemptions to the formal Bid process listed in this subsection, the Board shall determine on a case-by-case basis whether to competitively award the work or not. In making a determination that it is in the public's best interest to use its own Services, Employees and equipment to perform such work, the County Manager shall: provide the Board a full cost estimate for using such resources, to include labor, material and all allocable overhead costs; certify in writing to the Board that sufficient technical expertise exists in-house to engage in and substantially complete such Construction projects; present the Board with a detailed project plan describing critical elements, objectives and timelines; and cause all funds to be segregated into a separate project account.
- e. Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services. All Contracts for professional services for Construction projects or for fees for planning and/or study activities, as all are defined in Section 287.055(2), Florida Statutes, which exceed the threshold requirements outlined in Section 287.055(3)(a), Florida Statutes (Construction Cost which exceed \$325,000 and Planning or Study Activities fee exceeds \$35,000), must comply with the "Consultants' Competitive Negotiation Act," (CCNA) codified in Section 287.055, Florida Statutes. As part of compliance with the CCNA, the Evaluation Committee may consist of three (3) to five (5) members who are recommended by the Purchasing Department as having knowledge of or a working interest in the specified professional services. In certain situations, an Evaluation Committee may have more than five (5) members. At the discretion of the Purchasing Director or designee, interested stakeholders may be engaged to serve as advisors to the Evaluation Committee. At any point the Evaluation Committee, any Committee of the Board, and/or Board of County Commissioners may request formal presentations from no less than three (3) Firms regarding their qualifications, approach to the project, and ability to furnish the required services. It is recommended that formal presentations be requested of up to five (5) Firms in situations where the initial evaluation ranking is within .50 points, unless otherwise determined to be unnecessary.

- f. Design-Build Contracts (Ordinance No. 2010-12).
  - i. When the County Manager determines that it is appropriate to use a Design-Build Contract for a particular project, the County Manager shall so inform the Board in writing. Design-Build Contracts shall be awarded in accordance with the requirements of Section 287.055, Florida Statutes, or its successor in function.
  - ii. The term “Design-Build Contracts” shall have the same meaning as stated in Section 287.055, Florida Statutes, or its successor in function.
- 8. **For all purchases, regardless of amount. Under no circumstances may purchases be divided or sub-divided in order to avoid the procedural requirements outlined in this Purchasing Policy. Dividing or sub-dividing purchases to avoid the procedural requirements set forth in this Purchasing Policy shall result in revocation of an Employee’s authority to request, order, review, and/or approve the purchase of Goods and/or Services and will subject the Employee to the graduated disciplinary process described in the Clay County Personnel Policies Manual, up to and including termination of employment.**

**Summary of purchasing thresholds, process, documentation, and approval authority:**

<b>\$ Threshold</b>	<b>Required Process/Documentation</b>	<b>Approval</b>
\$0 – \$1,999.99	Purchase Requisition (PR) Purchase Order (PO) Purchasing Card (P-Card), Chapter 10	Purchasing Agent
\$0-\$4,999.99	Purchase Requisition (PR) Purchase Order (PO) Blanket Purchase Order (BPO) Purchasing Card (P-Card), Chapter 10	Purchasing Officer
\$ 5,000.00 - \$9,999.99	<b>1 Verbal Quote</b> Purchase Requisition (PR) Purchase Order (PO) Blanket Purchase Order (BPO)	Asst. Cost Center Manager and Purchasing Dept.
\$10,000 - \$19,999.99	<b>3 Verbal Quotes</b> Purchase Requisition (PR) Purchase Order (PO) Blanket Purchase Order (BPO)	Asst. Cost Center Manager and Purchasing Dir.
\$20,000 - \$49,999.99	<b>3 Written Quotes</b> Purchase Requisition (PR) Purchase Order (PO) Blanket Purchase Order (BPO) <b>Contract for Services</b>	Cost Center Manager Purchasing Dir. and County Manager
\$50,000 or >	<b>Formal Bid</b> Purchase Requisition (PR) Purchase Order (PO) Blanket Purchase Order (BPO) <b>Contract for Services</b>	Board (unless otherwise allowed in this Chapter) Cost Center Manager Purchasing Dir. County Manager

\*Written Quotes are required to be on the County’s written Quote form and/or use of electronic bidding portal.

9. **Exceptions.** The following are exceptions to the competitive purchasing requirements of Chapter 5:

- a. **Purchases from state-approved Suppliers.** The County Manager may purchase Goods or Services from any Supplier who supplies such Goods or Services to the State of Florida under an existing and active Contract and for the price or prices then prevailing under that Contract. The County Manager may delegate this authority to the Purchasing Director. The acquisition of any Services hereunder may additionally require entry into a Contract, along with issuance of a Purchase Order, for approval by the County Manager.
- b. **Shopping State Contract prices.** If the County Manager decides to purchase Goods or Services from a state-approved Supplier in lieu of competitive bidding as in (a) above, and subsequently determines that those same Goods or Services



can be purchased at a lower total cost from another responsible Supplier than can be obtained under the active state Contract, then the County Manager may proceed with the lower cost alternative provided: 1) the specifications of the Goods or Services are identical in every material respect to the same items that were contemplated to be purchased from the state-approved Supplier under the existing and active state Contract; and 2) the state Contract item specifications and price and other-Supplier item specifications and price are documented. The County Manager may delegate this authority to the Purchasing Director; however, the provisions listed herein shall nevertheless apply. The acquisition of any Services may additionally require entry into a Contract, along with issuance of a Purchase Order, for approval by the County Manager.

- c. Other Contract Piggybacking. The County Manager may purchase Goods or Services from any Supplier who supplies such Goods or Services to any state agency, political subdivision, or municipality, as well as any cooperative purchasing organization acting on behalf of governmental entities within the United States, under an existing and active Contract and for the price or prices then prevailing under that Contract, so long as such Contract prices thereunder have been competitively Bid. The County Manager may delegate this authority to the Purchasing Director. The acquisition of any Services may additionally require entry into a Contract, along with issuance of a Purchase Order, for approval by the County Manager. Chapter 287, Florida Statutes grants the authority to piggyback the purchase of Goods and Services, except that Professional Services subject to CCNA, Section 287.055, Florida Statutes, and Public Construction Works, Sections 255.0525 and 255.20, Florida Statutes, are excluded from the authority to piggyback.
- d. Goods and Services produced in correctional work programs. The County Manager may purchase any Goods and Services produced in correctional work programs under the provisions of Section 946.515, Florida Statutes. The County Manager may delegate this authority to the Purchasing Director. The acquisition of any Services may additionally require entry into a Contract, along with issuance of a Purchase Order, for approval by the County Manager.
- e. Used Goods; Public Auctions. The County Manager may purchase previously owned Goods, including equipment, whenever the same shall be offered for sale at public auction or otherwise and below the normal cost for the same or similar new or unused items, whenever the purchase shall be deemed to be in the Best Interest of the County.
- f. Impracticality. The Board may, unless otherwise required by general law or ordinance, authorize any purchase or enter into any Contract for Construction of any facility when the circumstances are such as to render notice and bidding impractical or unlikely to produce valid or cost effective Bids, as judged by the Board and approved by separate action thereof based upon the Best Interest of the County.

- g. Heavy Equipment Repair. Due to impracticality, the unscheduled repair of heavy equipment may be approved by the County Manager without further action of the Board. This exemption does not include routine maintenance and replacement of parts. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment, for this section of the Purchasing Policy, shall be defined as follows:

1. Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
2. Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
3. Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

- h. Purchases for County Employee and Volunteer Recognition and Occasions. County funds may be expended for the purpose of recognizing and demonstrating appreciation to employees and citizens for hard work, dedication and volunteerism as well as for the purpose of special occasions to honor and express well wishes, condolences or the like to employees, dignitaries, or community leaders. Such purchases may include but are not limited to event purchases, food and nonalcoholic beverages, award, promotional or commemorative items, items to express courtesies or condolences, and other items customary and reasonably necessary for the recognition or occasion. Approval for such expenditures must be authorized by the County Manager or designee and purchased with funds budgeted therefor and/or funds received by donation.

In an effort to control spend and provide oversight of such allowable expenditures, expenditures related to employees shall be managed by the Human Resources Department and expenditures related to volunteers, citizens, dignitaries, or community leaders shall be managed by the Community Services Department. In all instances, approval must be obtained from the Purchasing Department by issuance of a Purchase Order or in instances when a P-Card will be utilized, by pre-approval from the Purchasing Department.

In no case shall funds be used for the procurement of any of the following items:

- Personal purchases of any kind. Personal purchases are defined as purchases of goods, decorative items, and services intended for non-work-related use or use other than for official County business.
- Any purchase that does not serve a public purpose.

i. Purchases for County events, ceremonies, programs, training, and similar activities.

County funds may be expended for the purpose of providing, coordinating, and/or hosting County events, ceremonies, programs, training and similar activities. Such purchases may include but are not limited to promotional material or items, decorations, tools and/or related items used for an event, ceremony, program, training or similar activity, food and nonalcoholic beverages, commemoratives, incentives, and other items customary and reasonably necessary for County events, ceremonies, programs, training and similar activities. These expenditures must be reasonable in the circumstances and necessary to the accomplishment of authorized public purposes of the County. Approval for such purchases must be authorized by the County Manager or designee and purchased with funds budgeted therefor and/or funds received by donation.

In an effort to control spend and provide oversight of such allowable expenditures, expenditures for an event, ceremony, program, training or similar activity shall be managed by the Department Director of the organizing department. All promotional material or items, incentives, commemorative items, or the like must follow the County's guidelines for design and products and such purchases must be coordinated with the Communications Department. Incentive items, for example prize packages, event tickets or gift cards, that are either purchased by or donated to the organizing department must be coordinated, managed, and approved by the Purchasing Department for accountability. In all instances, approval for expenditures hereunder must be obtained from the Purchasing Department by issuance of a Purchase Order or in instances when a P-Card will be utilized, by pre-approval from the Purchasing Department.

In no case shall funds be used for the procurement of any of the following items:

- Personal purchases of any kind. Personal purchases are defined as purchases of goods, decorative items, and services intended for non-work-related use or use other than for official County business.
- Any purchase that does not serve a public purpose.

10. Exemptions. **The following transactions are exempted from the competitive purchasing requirements of Chapter 5 and Chapter 7.** Funds for these expenditures must nevertheless be encumbered, when practical, prior to payments. The Cost Center Manager or designee is authorized to approve payments of such transactions.

- Court ordered payments
- Economic Development Grants (including Qualified Target Industry)
- Employee reimbursements
- Hotel registration
- Indigent burials
- Instructor fees

- Insurance and Administrative Services procured through the services of the County's Agent of Record or Broker.
- Land purchases and related costs (with Board approval required)
- License plates
- Maintenance and support of software applications not to exceed a period of 5 years from original software purchase without an evaluation of original software by the County Manager
- Medical Director
- Medication and supplies utilized by Animal Services and Public Safety
- Outside Legal Counsel (with County Attorney and/or County Manager approval required)
- Payments to off-duty officers
- Payments to other government agencies (all types of taxes, assessments, fees, permits, utility deposits, contractual obligations etc.)
- Postage (U.S. Post Office only, no Invoice required)
- Pre-approved interview and/or moving Expenses (Employees only)
- Product Evaluation (with County Manager and Purchasing Director approval)
- Public Communication Services
- Railroad crossing and signal maintenance
- Refunds (unless precluded by County Ordinance)
- Registration Fees (seminars, conferences, classes, workshops, etc.)
- Risk Management Claims Settlement Authority/Insurance:
  - Individual Workers' Compensation Claims Payment and Settlement: The County Manager may authorize settlements of Workers' Compensation claims including payments resulting from the filing of a Petition for Benefits along with payments of indemnity benefits, temporary total disability and/or temporary partial disability benefits, impairment benefits, and medical treatment not exceeding \$50,000. Settlements above this amount require approval by the Board.
  - Property & Casualty Insurance Program (property, general liability, auto, crime, stop loss, public official's liability, employment practices liability and storage tank liability): The County Manager shall have authority to settle all personal injury and property claims against Clay County not exceeding \$50,000, including but not limited to premium adjustments that fall within the settlement amount, investigations, loss expenses, etc. Settlements above this amount require approval by the Board.
- SHIP down payment assistance
- Statutory required payments
- Subscriptions and periodicals. Also, payments for public and legal advertising in same.
- Telecommunications charges (monthly services including long distance, local and internet)
- Tourism marketing materials and advertising materials (with County Manager approval)
- Travel vouchers

- Tuition, lab fees, books and required course materials to approved schools (registration forms required)
- Utilities
- Workers Compensation payments and administration

11. Local Preference for Local Businesses (Resolution No. 18/19-2).

- a. Purpose. The Board intends to purchase Goods and Services of quality at the lowest possible cost through widespread competition. If all other considerations are equal, however, the Board prefers to purchase within Clay County from established Local Businesses. A preference to Local Businesses in purchasing decisions provides support and growing opportunities to the local economy. When local governments spend their money with locally owned Businesses, those Businesses in turn rely on and generate local supply chains, creating an “economic multiplier” effect. Each additional dollar that circulates locally boosts local economic activity, employment, and, ultimately, tax revenue.
- b. Applicability. A Local Preference shall apply to a qualifying “Local Business” that submits a Local Business Affidavit of Eligibility along with its Bid or written Quote.
  - i. To qualify as a Local Business, a Business must either 1) maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue and provide from such permanent place of business the kinds of Goods or Services requested; or 2) utilize for at least forty percent (40%) of the requested work local Clay County subcontractors or Suppliers, meaning subcontractors or Suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue and provide from such permanent place of business the kinds of Goods or Services requested.
  - ii. The Local Business Affidavit of Eligibility to be submitted with a Bid or Quote shall include, but not be limited to, the following current information to verify local status:
    - A physical business and location address in Clay County;
    - Proof of payment of business license, Lease Agreement, and/or real property tax due to Clay County;
    - A copy of the business’s most recent annual corporation report to the Florida Division of Corporations; and
    - Any additional information necessary to verify local status.

- iii. The Purchasing Director shall have the sole discretion to determine if a person or business entity qualifies as a Local Business. Such decision shall not be disputed nor protested.
- c. Preference.
- i. Bids/ Written Quotes. For purchases secured through competitive Bids or written Quotes, a Local Preference will be given to a Local Business when its Bid or written Quote is the lowest Responsive and Responsible local Bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest Responsive and Responsible Bid or written Quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest Bid or written Quote submitted by the non-Local Business and then be considered the lowest, best Bidder. The Purchasing Department will notify the Responsive and Responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a Bid or written Quote that matches or beats the low Bid or written Quote by the non-Local Business. If the lowest Local Business fails to respond as required confirming its ability to match or beat the lowest Bid or written Quote submitted, then award shall be made to the lowest Responsive and Responsible Bid or written Quote submitted by the non-Local Business.
  - ii. Proposals. For purchases secured through competitive Request for Proposals where price is not the only consideration, five (5) points preference will be applied to the total individual Evaluation Committee member's score.
- d. The preference established for a Local Business in no way prohibits the right of the Board to award Bids, Quotes, or Proposals which would be in the Best Interest of the County or reject any and all Bids, Quotes, or Proposals. As such, the Board reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting Bids, Quotes, or Proposals in response to any purchase of Goods and Services when making an award in the Best Interests of the County.
- e. Exemptions.
- i. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
  - ii. Purchases with any sole source Supplier for Goods or Services.
  - iii. Purchases made through cooperative purchasing arrangements.

- iv. Subcontractor consideration does not apply if the written Quotes or Request for Bids requirements do not authorize utilization of subcontractors.
- v. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit Local Preference.
- vi. Contracts for Professional Services subject to Florida Statutes, Section 287.055 the Consultants' Competitive Negotiation Act (except as already provided for in County approved Evaluation Criteria).
- vii. Purchases or Contracts where in the best interest of the County consideration of local preference may be exempt.

12. Buy American Preference.

- a. Purpose. The Board wishes to support the Buy American Act of 1933, as set forth in 41 U.S.C. Chapter 83, and the Presidential Executive Orders reiterating the intent to use the Buy American Act to the greatest extent permitted by law by providing a preference for the use of American-made Goods when County funds are expended. A domestic preference for Goods that are manufactured, assembled or produced in the United States encourages the selection and utilization of American-made Goods which in turn promotes the local and regional economy, as well as strengthens state and national economic interests. Further, a domestic preference promotes security, good government and the general convenience of the County's citizens.
- b. Applicability.
  - i. A Buy American Preference shall apply when fifty-one percent (51%) of the components of the final Good manufactured, assembled or produced to be sold to the County is made in the United States and an affidavit supporting the assertion that fifty-one percent (51%) of the components of the Good is American manufactured, assembled or produced, along with supporting documentation, is submitted with the Bid or written Quote.
  - ii. The Purchasing Director shall resolve any issues relating to the applicability of the Buy American Preference, and that decision on the applicability of whether a Buy American Preference applies shall not be disputed nor protested.
- c. Preference.
  - i. Bids/Written Quotes. For purchases secured through competitive Bids or written Quotes and except where federal, state or local laws, regulations or

policies mandate to the contrary, a Buy American Preference will be given to a Responsive and Responsible Bid offering American manufactured, assembled, or produced Goods, that is within five percent (5%) of and does not exceed by more than \$250,000 the lowest Responsive and Responsible Bid or written Quote submitted. The Bidder qualifying for the Buy American Preference will be entitled to match or beat the lowest Bid or written Quote submitted and then be considered the lowest, best Bidder. The Purchasing Department will notify the Responsive and Responsible lowest Bidder qualifying for the Buy American Preference that they have forty-eight (48) business hours to re-submit a Bid or written Quote that matches or beats the low Bid or written Quote by the lowest Bidder. If the lowest Bidder qualifying for the Buy American Preference fails to respond as required confirming its ability to match or beat the lowest Bid or written Quote submitted, then an award shall be made to the lowest Responsive and Responsible Bid or written Quote submitted.

- ii. Proposals. For purchases secured through a competitive Request for Proposal where price is not the only consideration, five (5) points preference will be applied to the total individual Evaluation Committee member's score.
  
- d. The preference established for Buy American in no way prohibits the right of the Board to award Bids, Quotes, or Proposals which would be in the Best Interest of the County or reject any and all Bids, Quotes, or Proposals. As such, the Board reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting Bids, Quotes, or Proposals in response to any purchase of Goods and Services when making an award in the Best Interests of the County.
  
- e. Exemptions. The provisions of this section do not apply to:
  - i. Purchases or Contracts with an estimated cost of less than \$20,000.00. The Purchasing Director and staff will use their best efforts to select Goods manufactured, assembled or produced in the United States if the quality and price are comparable with other Goods.
  
  - ii. Contracts for Consultants.
  
  - iii. Purchases or Contracts for the construction/renovation of public buildings, facilities, public works, or other public construction projects.
  
  - iv. Goods or Services provided under a cooperative purchasing agreement or utilization of other agency contracts (piggyback contracts).
  
  - v. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County



the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

- vi. Purchases with any sole source Supplier for Goods or Services.
- vii. The Bid, written Quote or Proposal is determined to be nonresponsive or unqualified to perform the work as determined by the County.
- viii. The Bid, written Quote or Proposal exceeds the projected budget.
- ix. Purchases or Contracts where in the best interest of the County consideration of Buy American Preference may be exempt.

13. Prohibition on Purchase of Certain Telecommunications and Video Surveillance Goods or Services.

- a. Purpose. The Board intends to restrict County funds from being used to do business with Chinese telecom firms and to prohibit government contractors and grant recipients from working directly with Chinese companies or any other entities that utilize certain Chinese telecom firm's Goods or Services for telecommunications and video surveillance, in accord with the provisions of the 2019 National Defense Authorization Act set forth in 48 CFR § 52.204-24 - 52.204-26. This prohibition is an important security measure being taken to protect government information and communication technology systems for the purpose of public safety, security of the County facilities and physical security surveillance of critical County infrastructure.
- b. Definitions. For the purposes of this section, the following definitions apply:
  - i. Covered Telecommunications Goods or Services means telecommunications goods or video surveillance produced by or telecommunications or video surveillance services provided by Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, or ZTE Corporation, or any subsidiary or affiliate of such entities, or any entity reasonably believed to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.
  - ii. Critical Technology means militaristic Goods or Services as specifically defined in 48 CFR § 52.204-25.
  - iii. Substantial or Essential Component means any component necessary for the proper function or performance of a piece of a Good or Service.
- c. Prohibition. The purchase from any Supplier of, or the extending or renewing of a Purchase Order or Contract with any Supplier to purchase or obtain, any Goods or Services that use Covered Telecommunications Goods or Services as a

Substantial or Essential Component of any system, or as Critical Technology as part of any system, is prohibited unless an exception applies or a waiver is granted. Any Supplier supplying telecommunications or video surveillance Goods or Services shall submit a certification confirming compliance with this section. This prohibition shall extend to any subcontractors, Suppliers or consultants of a Supplier.

- d. Exceptions. This section does not prohibit a Supplier from providing (1) a Service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (2) Telecommunications Goods that cannot route or redirect user data traffic or permit visibility into any user data or packets that such Goods transmit or otherwise handle.
- e. Waiver. The Board, in its sole discretion, may waive the prohibition upon submittal of a compelling justification for the purchase or use of the prohibited Goods or Services which shall include a complete description of the use of the covered telecommunications or video surveillance Goods or Services in the relevant County systems.
- f. Reporting requirement. In the event a Supplier identifies Covered Telecommunications Goods or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during performance pursuant to a Contract or Purchase Order, or the Supplier is notified of such by a subcontractor or by any other source, the Supplier shall immediately report within one business day to the Purchasing Director the identification of such and advise of the efforts it undertook to prevent use or submission of Covered Telecommunications Goods or Services and how the use occurred.

#### 14. Supplier Debarment.

- a. Purpose. All Suppliers may be subject to a Performance Evaluation at any time. Unsatisfactory Performance Evaluation may lead to debarment from participating in the County's Purchasing process.
- b. Authority for Debarment. The County Manager, after consultation with the Department Directors and Purchasing Director, is authorized to debar a Supplier ("Debarred Supplier") from all purchases and competitive process and for consideration for an award of a Contract or Purchase Order for a period of no more than three (3) years due to actions of the Supplier as described in this section. This authority shall be exercised in accordance with the advice and counsel of the County Attorney.
- c. Causes for Debarment. The County Manager's decision to debar a Supplier shall depend on the seriousness of the adverse actions of the Supplier. The causes for debarment include, but are not limited to, the following:

- i. conviction of a Public Entity Crime and inclusion on the State of Florida Convicted Supplier List pursuant to Section 287.133, Florida Statutes;
  - ii. violation of any current or former County Contract or Purchase Order terms or requirements of a character that is regarded by the County Manager to be so serious to justify debarment action;
  - iii. deliberate failure, without good cause, to perform in accordance with the Contract, specifications, performance levels, warranty provisions, bonding and insurance requirements, or to comply within the time limits provided in the Contract and/or Purchase Order, or failure to pay subcontractors;
  - iv. a recent record of failure to perform or of an unsatisfactory Performance Evaluation in accordance with the terms of one or more County Contracts or Purchase Orders, including the delivery of Goods, provided that the failure to perform or unsatisfactory performance was not caused by acts beyond the control of the Supplier;
  - v. debarment by another government agency;
  - vi. fraudulent or bad faith actions; or
  - vii. violations of this Purchasing Policy.
- d. Decision. The County Manager shall issue a written letter to the Supplier informing it of the decision to debar. The decision shall recite all relevant facts, state the reasons for action taken, state the timeframe for debarment, which shall not exceed a period of no more than three (3) years, and provide the Supplier a right to challenge the decision. A decision under this section shall be final and conclusive unless clearly in conflict with this Purchasing Policy, arbitrary, capricious, dishonest, fraudulent, clearly erroneous, illegal, or without any basis in fact or law.
- A copy of the decision shall be mailed or otherwise furnished immediately to the Debarred Supplier.
- e. Right to Challenge. A Debarred Supplier may challenge the debarment decision (“Debarment Challenge”) using the same procedures established in Chapter 8 under Disqualification Challenge provisions, Section J(2).

## CHAPTER 6: EMERGENCY PURCHASES

- A.** It is the intent of the Board to empower the County Manager to effectively respond to sudden, unforeseen and unexpected turn of events such as acts of God, riots, fires, floods, hurricanes, tornadoes, accidents, or other circumstances, causes, or events involving public health, safety, welfare or injury, or loss to the Board, that can only be rectified or minimized by immediate purchase of a Good or Service. The Board has no greater moral or legal responsibility than the safety of the citizenry. The Board collectively recognizes that disasters, large and small, man-made or natural, are not inclined to coincide with the public meeting schedule of the Board. The Board therefore delegates the authority to make and/or approve Emergency purchases in its absence to the County Manager subject to the limitations outlined below.

Emergency purchases related to the circumstances described above can be made by the County Manager without having to comply with the competitive purchasing requirements of Chapter 5 and Chapter 8 of this Purchasing Policy for the following purposes only:

1. Emergency repair of public facilities or to prevent further damage to the same;
2. purchases deemed by the County Manager to be necessary to avoid or restore a temporary loss of public services; or,
3. purchases of Goods or Services to forestall or mitigate imminent threats to the public's health, safety, welfare or injury, or loss to the Board.

The County Manager may authorize commencement of work to begin with proper documentation to follow at a later reasonable time such as a Contract and issuance of a Purchase Order. The County Manager shall report any and all Emergency purchases made to the Board at its next regular meeting.

- B.** If a Local State of Emergency is declared by either the Board or the County Manager, the Emergency Declaration shall be in writing and measured temporally and not geographically. Purchases may thereafter be made by the County Manager without having to comply with the competitive purchasing requirements of Chapter 5 and Chapter 8 of this Purchasing Policy. The Emergency Declaration must be noted on each Purchase Requisition and Purchase Order issued under the Emergency Declaration. Purchases made under an Emergency Declaration shall be segregated from other purchases by establishing a separate project code. The County Manager shall not be limited in the amount of expenditures except by separate action of the Board spread upon its minutes of a regular or special meeting. The County Manager shall report any and all purchases made under the Emergency Declaration to the Board at its next meeting and continue with interim reports until the Local State of Emergency has ceased. Such reports shall not be made a part of the consent agenda, but rather shall be placed on the agenda under a distinct item or the County Manager's Business for review and discussion. The Board may terminate the Local State of Emergency at any time by separate action spread upon the minutes of a regular or special meeting.

Purchases made under an Emergency Declaration or related thereto shall follow the small and simplified acquisition threshold and procedures set forth in 2 C.F.R Part 200.

## **CHAPTER 7: SINGLE SOURCE AND SOLE SOURCE PROCEDURES**

- A. Exemption.** Goods or Services available from a Single Source or Sole Source may be exempt from the competitive purchasing requirements of Chapter 5 and Chapter 8, if applicable, upon approval of a Single/Sole Source Request when:
1. Only one responsible source exists and no other service or source is reasonably available as a substitute and the determination is documented; or
  2. The Goods or Services are a component, repair, replacement part, license, subscription, or service on or for existing equipment for which no commercially available substitute exists and the Goods or Services can only be purchased from the manufacturer or its sole distributor; or
  3. Additional unanticipated Goods or Services are needed to complete an ongoing task.
- B. Approval.** The Department Directors and County Manager as appropriate shall utilize the Single/Sole Source Request form:
1. For purchases equal to or greater than \$10,000 and less than \$50,000, the Department Directors and the County Manager must certify that the purchase is from a Single Source or Sole Source.
  2. For any anticipated Single Source or Sole Source purchases in an amount equal to or greater than \$50,000, a Notice of Intent to Single /Sole Source shall be posted on the County's website for at least seven (7) Business Days. The Notice will include a request that prospective Suppliers provide information regarding their ability to supply the Goods or Services described. If it is determined after reviewing information received from prospective Suppliers that the Goods or Services are available from other sources, the method of purchase shall then follow the competitive purchasing requirements of Chapter 5 and Chapter 8 of this Purchasing Policy. If it is determined after reviewing information received from prospective Suppliers that the Goods or Services are available only from a Single Source or Sole Source, a Notice of Intended Decision to Enter a Single/Sole Source Purchase shall be posted and brought before the Finance and Audit Committee or the Board for a recommendation and/or approval.

## **CHAPTER 8: PROCEDURES FOR FORMAL COMPETITIVE BID PROCESS**

### **A. Purpose of Request for Bids Process and Alternative Processes.**

1. Purpose. The purpose of this chapter is to specify procedures for the submittal, receipt, opening, and recording of all responses to all formal Request for Bids required by all of the various laws, ordinances, and other procedures and manuals governing the request for and awarding of public Bids in Clay County, Florida, including but not limited to:
  - a. Section 336.44, Florida Statutes.
  - b. Section 287.055, Florida Statutes.
  - c. Section 255.20, Florida Statutes.
  - d. Applicable provisions of Clay County Code.
  - e. Florida Department of Transportation Standard Specifications, most recent edition.
2. Alternative Formal Competitive Processes. Although the use of a formal competitive Request for Bids process is the preferred process, another process should be used when it is difficult or inappropriate to define the scope of the work required, when the service or purpose of the acquisition may be satisfied in several different ways, when the qualifications and quality of service are considered primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation to prescribe the required specificity. Many times the potential need for presentations, discussions or negotiations and use of evaluation factors in addition to price must be considered to determine what is in the Best Interest of the County. In such circumstances, the County Manager shall determine if the use of a competitive process other than the formal Request for Bids process, such as a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, is advantageous to the County and if so, direct the Purchasing Department to utilize such process.

If an alternative process is chosen, the alternative process shall utilize and be subject to the same procedures and rules, with any necessary modifications, as outlined in this Chapter 8 for a Request for Bids.

### **B. Request for Bids.**

1. With the approval of the County Manager, the Purchasing Department may solicit for Bid all items included in or provided for in the current fiscal year Budget. Items not included in the current fiscal year Budget must come before the Finance and Audit Committee for a recommendation to the Board for consideration prior to any

solicitation for Bids.

2. The County Manager shall, in cooperation with Department Directors, submit to the Purchasing Department a Request for Bids form approved by the Department Directors that includes a scope of work. Upon receipt, the Purchasing Department shall assemble the Request for Bids and assign a specific and discrete number and title to each Request for Bids, which shall be contained in the Request for Bids, the newspaper publication, the specifications, and any Bid form.
3. The Request for Bids shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <https://procurement.opengov.com/portal/claycounty?status=all>. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: <https://www.claycountygov.com/government/purchasing/formal-bid-solicitation>

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY’S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.



4. The Purchasing Department will include the Request for Bids in the County's electronic bidding system, publish a notice of the Request for Bids in a newspaper as well as on the County's website, and forward the Request for Bids to any requesting Suppliers by electronic notification.
5. Published Notice. Notice of each Request for Bids shall be posted in a newspaper of general circulation within the County for a reasonable period of time or as required by Florida Statutes prior to the Bid Opening date.
6. Utility Relocation Agreements. Prior to requesting Bids for right-of-way improvements and other public works projects that require the removal or relocation of utilities, Agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of Agreement as may be appropriate for accomplishing the requirements.
7. Bid Addenda. All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

**C. No-Contact Rule.**

1. Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County employee, including the County Manager, the County Attorney or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for bids in any respect during the Request for Bid Period.
2. The Request for Bid Period during which no contact may occur commences from the date of publication of the notice of a Request for Bids and ends upon a Bid Decision becoming final, i.e. after the notice of bid protest period of 72 hours has expired. However, in the event of a notice of protest, the no contact rule continues in place during the Protest Period and does not end until a resolution of the protest has occurred and become final.
3. Exceptions. The following exceptions exist to the no-contact rule:
  - a. Inquiries may be submitted to the Purchasing Department if specifically provided in the Request for Bids;
  - b. Pre-bid conferences provided for in the Request for Bids; and
  - c. Formal presentations by Bidders to the designated Evaluation Committee or to the

Board or any committee thereof specifically contemplated in the Request for Bids.

4. The purpose of the No-Contact Rule is to prevent any one Bidder from gaining an advantage over other Bidders through lobbying or otherwise attempting to influence the purchasing decision through discussions or the presentation of information or materials outside of the process contemplated in the Request for Bids package and this Purchasing Policy, and also to ensure that the dissemination of information from the County to Bidders regarding the Request for Bids is equal and uniform.
5. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. See Section J regarding violations and disqualifications related to the No-Contact Rule.

**D. Bid Submittals.**

All Bids shall be submitted as specified in the Request for Bids (and if applicable only on the forms provided by the County) through the County's electronic bidding system and may not be submitted physically, by facsimile transmission or by email. All Bids shall comply with the following requirements to be considered an eligible bidder:

1. Public Entity Crimes. Each Bid shall conform to the requirements of Section 287.133, Florida Statutes, regarding public entity crimes.
2. Contractor Certification. All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a Request for Bids and must submit evidence of such at the time of submission of any Bid.
3. Bidder's Insurance Requirements. Any Bidder submitting a Bid must include, within the initial Bid submittal, proof of the following insurance, as applicable, in effect continuously from the date of submittal through the sixty days subsequent to the scheduled Bid Opening date:
  - a. Commercial General Liability  
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
    - \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury (*project specific aggregate may be required for construction projects*)
    - \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
    - \$50,000 each occurrence for Damage to Rented Premises
    - \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

b. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Bidder does not own vehicles, the Bidder shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

c. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation    Statutory limits
- Employers Liability        \$100,000 Each Accident  
   \$500,000 Disease Policy  
   \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Bidder waives, and the Bidder shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Bidder must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Bidder who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Bidder's employees, leased employees, volunteers, and any workers performing work.

d. Property Coverage (Builder's Risk) – Applies to Construction related Projects

Coverage must be afforded in an amount not less than 100% of the total Project value, including soft costs, with a deductible of no more than \$25,000 each claim. Named Windstorm Deductibles, if any, must be disclosed to the County. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause

- Waiver of Occupancy Clause Endorsement, which will enable the County to occupy the property/structure under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment
- LEG2 Coverage or equivalent

For installation of property and/or equipment, Builder’s Risk Installation insurance must be provided to include coverage for materials or equipment stored at the Project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

The Property Coverage (Builder’s Risk) policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the County as a loss payee. Additionally, the County shall be named as an Additional Insured for its interest in the property/structure and for any materials purchased directly by the County. This insurance shall remain in effect until the work is completed and the property has been accepted by the County.

- e. Professional Liability and/or Errors and Omissions – *Applies to Projects involving Professional Services*  
 Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate.

Insurance must be kept in force until the third anniversary of the expiration or termination of any Contract that may be entered into between the parties.

- f. Umbrella/Excess Insurance  
 If the Bidder’s primary insurance policy/policies do not meet the minimum requirements, the Bidder may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

Providing and maintaining adequate insurance coverage is a material obligation of the Bidder. Upon being awarded the Bid and prior to commencement of the Services, the successful Bidder must deliver valid certificates of insurance for the required insurance coverage to the County’s Purchasing Department.

The certificates of insurance for the required coverages, with the exception of Workers’ Compensation, Employer’s Liability, and Professional Liability, shall name **“Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear”** as **“Additional Insureds.”** The coverage shall contain no special limitation on the scope of

protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Contract or prior. The Contract number, Bid number, event dates, or other identifying reference must be listed on the certificates of insurance.

The Certificate Holder on the certificates of insurance should read as follows: "Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043" or as otherwise designated by the County's Purchasing Department.

The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Bidder to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Contract term goes beyond the expiration date of any insurance policy, the Bidder shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Contract until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Bidder agrees to immediately suspend its operations until replacement insurance is obtained and verified.

Any exclusions or provisions in the insurance maintained by the Bidder that excludes coverage for work or services contemplated under the Bid shall be deemed unacceptable, a material violation of the County's Bidding requirements, and shall be considered a breach of any Contract entered into after a Bid Award.

It is the successful Bidder's responsibility to ensure that all independent and subcontractors comply with the insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Bidder.

The County Manager may modify the insurance requirements for particular projects and/or Services.

4. **Bid Bond**. Any Bid submitted requires a five (5) percent bond unless waived or reduced by the County Manager prior to the Request for Bids, which Bid Bond cannot be withdrawn for a period of thirty (30) days subsequent to the date of the Bid Opening, notice of which shall be incorporated in any Request for Bids. As used herein, the term Bid Bond shall include bonds or cashier or certified checks payable to the County. If the requirement for the Bid Bond is satisfied by a cashier or certified check, the original check must be provided to the Purchasing

Department as instructed in the Request for Bids.

The failure to include with a Bid a proper Bid Bond, whether a bond or cashier or certified check, and to provide to the Purchasing Department the original cashier or certified check if such is utilized, if required for the particular Request for Bids, shall result in automatic rejection of a Bid and constitute a waiver of the right to protest the Request for Bids, any Addendum thereto, or the Bid Decision, and to initiate a formal protest proceeding.

The Purchasing Department is hereby authorized to release each Bid Bond to the Bidder, as soon as practicable, upon written request, but only after a Bid and Contract have been awarded and executed between the County and the successful Bidder for a particular project, or in the event that all Bids have been rejected by the Board, or in the event the time provided that the Bid shall remain in effect shall have expired and the Bidder requests its return in writing.

The following are exempt from the Bid Bond requirement:

- a. SHIP. Bidders bidding on SHIP rehabilitation projects are exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.
- b. Fixed Unit Price. Bidders bidding on Contracts with a fixed price, or any other type of Contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a Fixed Unit Price Commitment from a Bidder in the event a future purchase decision is made, shall be exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.

A prospective Bidder is solely responsible for determining whether a particular Request for Bids requires a Bid Bond, and for resolving any doubt by making appropriate inquiry.

**E. Receipt of Bid Submittals.**

The deadline for receipt of a particular Bid submittal shall be per the Request for Bids. All Bids will be electronically received by the Purchasing Department prior to the deadline indicated in the Request for Bids.

**F. Bid Opening.**

The opening of all Bids properly submitted may be viewed by Bidders through the County's electronic bidding system as well as by the public or Bidders in a public location so designated in the Request for Bids. Bidders and the public are welcome to attend and observe the Bid Opening without opportunity to comment.

Any Bid that does not meet the requirements for time of submittal, inclusion of a Bid Bond, if required, or contains material defects will be rejected, declared a “No Bid” and the reasons for such so stated.

At the Bid Opening, the Purchasing Department shall prepare a tabulated list of all Bidders and their Bids, including Bid number, Supplier name, amount of Bid, and verification of required documents. The County Manager or his or her designee shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular Bid a copy of the Bid tabulation.

## **G. Review and Recommendation.**

### **1. Review.**

After the opening of a Bid, a copy of each Bid shall be distributed to the originating Department Directors or his or her designee. The Department Directors or his or her designee and the Purchasing Department will thereafter assign staff or an Evaluation Committee for review, when required. All staff or committee members assigned to evaluate Bids or responses, when applicable, shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance. Bidders and the public may attend and observe, without opportunity to comment, any Evaluation Committee meetings.

The exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting Bids or Proposals in response to any purchase of Goods or Services is reserved by staff or an Evaluation Committee when determining what is in the Best Interest of the County.

Bid Awards for Request for Bids shall be awarded based on the lowest responsive bid. The term “Lowest Responsive Bid” shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder. The term “Responsive Bidder” means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids. The term “Responsible Bidder” means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, should be based on evaluation criteria specified in the request, in addition to price, to determine what is in the Best Interest of the County.

### **2. Recommendation.**

After review, an award recommendation to include but not be limited to the Lowest Responsive Bid, or in a proper circumstance the best Bid or response, and Budget

information is prepared for submittal to the Finance and Audit Committee. Under extenuating circumstances an award recommendation may be submitted directly to the Board with an explanation setting forth the facts, circumstances and/or reasons why such is being presented directly to the Board. The Purchasing Department may include the Contract or Agreement to be entered into with the successful Bidder for approval at the same time as the recommendation of the award, which approval will be subject to the 72 hour Bid Protest Period.

The Bids and award recommendation, along with any accompanying Contract or Agreement, shall thereafter be reviewed by the Finance and Audit Committee who in the absence of unusual circumstances, shall report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include the tabulated list of all Bidders and their Bids.

#### **H. Bid Award.**

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Bids, quotes, or Proposals which would be in the Best Interest of the County.

When only one Bid is received for the purchase of an item or a group of items, the Board shall review the Request for Bids and Bid in order to determine the reasons, if any, why only one Bid was received. The Board may accept the only Bid or it may direct that a second call for Bids be issued. If the only Bid is accepted then the reasons for accepting the single Bid as well as reasons for not rebidding shall have been documented.

Unless otherwise expressly directed by the Board in its Bid Decision, immediately following the Board's decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. No other posting of such notices are required. The notice shall be posted in portable document format or other secure format.

#### **I. Bid Protest Procedures.**

In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or intended decision concerning a document, award, or other process or procedure in this Chapter and who has standing to protest a decision or intended decision under Florida law, must timely file a Bid Protest seeking to challenge the decision or intended decision in strict adherence to the following procedures. These procedures shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of Bid Protests.

1. Notice of Bid Protest. Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a



written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision.

2. Protest Petition. A formal Bid Protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal Bid Protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth Calendar Day immediately following the date on which the written notice of protest was filed; provided, if the tenth Calendar Day is not a Business Day, then the petition must be filed no later than 4:30 p.m. on the first Business Day immediately following the tenth Calendar Day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Fla. Admin. Code R. 28-106.201.
3. Filing of Notice of Protest and Petition. The filing with the County Manager of a written notice of protest or of a written petition initiating a formal Bid Protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.
4. Waiver. The failure by a prospective Bidder to file a 1) written notice of protest and 2) written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective Bidder's right to protest the Request for Bids, any Addendum thereto, or the Board's Bid Decision, as applicable, and to initiate a formal protest proceeding hereunder.
5. Any Bid Protest of a Request for Bids or Bid Addendum shall pertain exclusively to the terms, conditions, and specifications contained in a Request for Bids or Bid Addendum, including any provisions governing the methods for ranking Bids, Proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract.
6. Suspension. Upon receipt of a formal written notice of Bid Protest that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the

subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

7. Notice of Receipt of Petition and Suspension. Within three (3) Business Days of receipt of a written petition initiating a formal protest proceeding, the County Manager or his or her designee shall provide notice to any Bidders of the written petition and that the Request for Bids or Bid Award process has been suspended until the subject of the protest is resolved by final action as specified in this section. Upon receipt by the Bidder of the notice, the Protest Period commences.
8. Intervenors. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
9. Resolution by Mutual Agreement. In his or her discretion, the County Manager may provide an opportunity to resolve the Bid Protest by a mutual Agreement between the County Manager and the protesting party within seven (7) Calendar Days after receipt of a timely written petition. Such Agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The Agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the Agreement, then the Bid Protest shall proceed to resolution as hereinafter provided.
10. Hearing. Within ten (10) Business Days following the timely filing of a written petition, or, if the Board shall have considered but failed to ratify an Agreement submitted to it under section 9 above, then within ten (10) Business Days thereafter, a hearing shall be conducted before a Hearing Officer, who shall be the County Manager or his or her designee. The County Manager may designate any Department Director as the Hearing Officer; provided, a Department Director who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

The rules and procedures governing each hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same

set forth in Fla. Admin. Code R. 28-106.204. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the protest proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.
- f. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

11. Order.

- a. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants; provided, if the County Manager is the Hearing Officer, then within seven (7) Business Days following the hearing, the County Manager shall issue a recommended order and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the Bid Protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
  - b. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the Bid Protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
  - c. Thereafter the Board shall render its decision on the Bid Protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.
12. All proceedings before the Hearing Officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.
13. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation.

Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.

14. The purpose of this Purchasing Policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of Bid Protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular Request for Bids, shall guide the Hearing Officer and the Board in rendering a decision on a Bid Protest under this section. The significant principles of law governing the Bid Protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
  - a. The burden is on the party filing the Protest Petition to establish a ground for invalidating the Request for Bids, any Addendum thereto, or Bid Decision that is being challenged.
  - b. The standard of proof for the Bid Protest proceeding shall be whether the Request for Bids, any Addendum thereto, or the Bid Decision that is being challenged was clearly erroneous, contrary to competition, arbitrary, or capricious.
  - c. The Request for Bids, any Addendum thereto, or the Bid Decision being challenged shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or as to a Bid Decision, the Request for Bids.
  - d. The scope of the inquiry is limited initially to whether the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper under the foregoing standard of proof. If and only if the Hearing Officer first determines on the basis of competent and substantial evidence that the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper, then the Hearing Officer may recommend, in accordance with the law and this Purchasing Policy, an alternate disposition for the Bid Protest. Such disposition may include, but shall not be limited to, invalidating the Request for Bids or any Addendum thereto, rejecting all Bids, and/or awarding all or a portion of the Bid to the protesting party.
  - e. A Bid Protest proceeding may not serve as a vehicle for the Board to revisit a Bid Decision absent a determination of impropriety as set forth above.
15. By written Agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious

resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

16. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a Bid Protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of sections D(5), I(1)-I (5), and I(14) hereof.
17. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

**J. No-Contact Rule Violation, Disqualification and Challenge.**

1. Violation and Disqualification. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. A violation of the No-Contact Rule shall be reviewed by the Purchasing Director and after consultation with the County Manager and the attorney in the County Attorney's Office assigned to represent and advocate for the County in hearings under this section, the Purchasing Director shall make a determination as to disqualification.
  - a. If a determination of disqualification is made by the Purchasing Director under this section, the violator shall be notified in writing with the factual basis of the determination set forth. A disqualification determination shall be delivered to the violator by hand delivery or overnight delivery to the violator's regular place of Business during the hours such place is open for Business or by email, if the violator has previously provided the County an email address for use in connection with the Request for Bids.
  - b. Upon a determination of disqualification under this section, any Bid submitted by the violator for the related Request for Bids shall not be eligible for consideration and shall be deemed withdrawn from further consideration.
2. Disqualification Challenge. In accordance with the procedures contained herein, the violator may challenge the disqualification determination. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of disqualification challenges.
  - a. Notice of Disqualification Challenge. The violator may file with the County Manager a written notice of disqualification challenge no later than 4:30 p.m. on the third Business Day immediately following the date the disqualification

determination is delivered. The failure by the violator to file a written notice of disqualification challenge within the time prescribed in this subsection shall constitute a waiver of the violator's right to challenge the disqualification determination.

- b. Filing of Notice of Disqualification Challenge. A formal disqualification challenge proceeding shall be deemed commenced upon the timely filing of a written notice of disqualification challenge under this section. The filing with the County Manager of a written notice of disqualification challenge shall be deemed accomplished only when the original has been physically received by the County Manager or his or her designee. A notice of disqualification challenge shall be deemed original only if it bears the original signature of the challenging party or such party's authorized agent. No notice of disqualification challenge may be filed by facsimile transmission or by e-mail, and any notice received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice of disqualification challenge shall be entirely at the risk of the person submitting the same, and any such notice so received after the applicable deadline shall be deemed untimely.
- c. Suspension. Upon receipt of a formal written notice of disqualification challenge that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the disqualification challenge is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- d. Notice of Receipt of Disqualification Challenge and Suspension. Within three (3) Business Days of receipt of a written notice of disqualification challenge, the County Manager or his or her designee shall provide notice to any Bidders of the written notice of disqualification challenge and that the Request for Bids or Bid Award process has been suspended until the subject of the disqualification challenge is resolved by final action as specified in this section.
- e. Intervenors. Intervenors shall be permitted to participate in the challenge proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
- f. Hearing. Within ten (10) Business Days following the timely filing of a written notice of disqualification challenge, a hearing shall be conducted before a Hearing Officer, who shall be any Department Director so designated by the County Manager; provided, a Department Director who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed

disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings on a disqualification challenge shall be conducted pursuant to written notice to the challenging party, the County Manager, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

Particular rules and procedures governing each such hearing are as follows:

- i. The audio shall be recorded electronically.
- ii. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- iii. Prior to the hearing, the challenger, the County Manager and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the challenger and the County Manager, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- iv. The challenger and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the disqualification challenge. The County Manager shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the disqualification challenge proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County Manager.
- v. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.



- vi. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial .
  - vii. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
  - viii. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.
- g. Order.
- i. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the disqualification challenge; provided, no finding of fact may be predicated solely upon the basis of hearsay.
  - ii. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the disqualification challenge proceeding at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
  - iii. Thereafter, the Board shall render its decision on the disqualification challenge. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a finding of fact challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the disqualification challenge. If the Board finds in favor of the disqualification challenger, the disqualification determination under section J (1) shall be deemed set aside.
- h. All proceedings before the Hearing Officer on a disqualification challenge shall

be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the disqualification challenge.

- i. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.
- j. The significant principles of law governing a disqualification challenge proceeding and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
  - i. The initial burden of proving a violation of the No-Contact Rule is on the County Manager .
  - ii. The standard of proof for the disqualification challenge proceeding shall be clear and convincing evidence .
  - iii. The scope of the inquiry is limited to whether the No-Contact Rule has been violated .
  - iv. A disqualification challenge proceeding may not serve as a vehicle for the Hearing Officer or the Board to evaluate any Bid submitted by the violator .
  - v. The No-Contact Rule shall be strictly construed against the violator, and the materiality of the prohibited communication shall be irrelevant to the determination .
- k. By written Agreement amongst the challenger, the County Manager, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a disqualification challenge proceeding for which a written notice of disqualification challenge has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the disqualification challenge, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

- l. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a disqualification challenge proceeding hereunder; provided, a Hearing Officer may not modify or suspend any provisions or requirements of subsections, J(2)(a)-(b), and J(2)(j) hereof.
- m. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the challenger, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of disqualification challenges under this section.

## **CHAPTER 9: ADVANCE PAYMENT PROCEDURES**

Advance payments may be authorized for Goods and Services, but as it is prudent business practice to withhold payment until Goods and Services have been received and rendered satisfactory, advance payment should be avoided if possible. Instances justifying advance payment include but are not limited to subscriptions, software license agreements or maintenance agreements, membership dues, travel advances, seminar/conference registrations, substantial payment discount, or an essential Good or Service that is only available with advance payment. Requests for advance payment must comply with the following procedure.

**A. Purchases less than \$35,000.** Advance payment for any purchase of Goods or Services in an amount less than \$35,000 may be approved by the County Manager or his or her designee, if it meets the criteria set forth in section C below.

**B. Purchases equal to or greater than \$35,000.** Advance payment for any purchase of Goods or Services equal to or greater than \$35,000 must be approved by the Board via the Finance and Audit Committee, or under extenuating circumstances approval may be submitted directly to the Board with an explanation setting forth the facts, circumstances and reasons why such is being presented directly to the Board, prior to any payment, must meet the criteria set forth in section C below, and must be based on the explanation that the payment is in the Best Interest of the County.

### **C. Requests for Advance Payment.**

1. Requests for approval of advance payment must contain documentation indicating that the advance payment meets one of the below criteria and that the County has complied with applicable competitive purchasing requirements, including any Bid requirements:
  - a. Advance payment must result in a savings to the County, which is greater than or equal to the amount the County would earn by investing the funds and paying in arrears; or
  - b. Goods or Services are essential to the operation of the County and are available only if advance payment is made; or
  - c. Advance payment would be to a government entity or non-profit organization for program start up or contracted services.
2. The County Manager, the Finance and Audit Committee or the Board may require a performance bond or other proof that a Supplier is capable of providing the Goods and/or Services before approving or recommending approval of any advance payment.

**D. P-Card Purchases.** Payments by Purchasing Card (P-Card). Purchase of any Goods or Services authorized under Chapter 10 are not subject to the requirements set forth in this Chapter.

## **CHAPTER 10: PURCHASING CARD (P-CARD) PROCEDURES**

### **A. General.**

1. The Purchasing Card Program (P-Card Program) is designed to improve efficiency in processing low dollar purchases.
2. Purchasing Cards (P-Cards) may be issued to individual County Employees who frequently purchase approved Goods or Services, allowing them to purchase directly from Suppliers who accept credit cards. Each P-Card will be issued to a named County Employee (P-Card Holder), and Clay County will be clearly shown on the card as the purchaser of Goods and Services.
3. All questions or concerns should be directed to the Purchasing Card Administrator (P-Card Administrator).
4. When the Supplier at the point-of-sale requests a purchase authorization, the third-party Purchasing Card System will verify the transaction against preset limits. Transactions will be approved or declined (electronically) based on these preset limits, which are established through profiles that contain single purchase and monthly spending limits and approved merchant category codes.

### **B. Authority.**

1. Purchasing responsibility is delegated to the Department allowing an authorized P-Card Holder to place an order directly with a Supplier for purchases.
  - a. A Purchasing Agent has a spending authority in an amount less than \$2,000.00.
  - b. All other P-Card Holders have a spending authority in an amount less than \$5,000.00.
2. The Purchasing Department will administer the P-Card Program and monitor the performance of the Program.
3. A P-Card Holder with the exception of a Purchasing Agent may also serve as a P-Card Manager.
4. Assistant Cost Center Manager and Cost Center Manager as described in Chapter 3 and Chapter 5 have the same responsibility and approval authority as described herein as a Department Director/Executive Service Member and may also serve the role of a P-Card Holder and P-Card Manager.
5. In no situation is a P-Card Holder allowed to approve their own transactions.
6. The County Manager is required to approve transactions made by Executive Service Members. In addition, the County Manager will approve transactions made by the Commission Auditor and the County Attorney.
7. P-Card Holders may make purchases on behalf of other Departments, however must communicate such with the Departments for budget purposes.
8. The P-Card Administrator, Purchasing Director, or County Manager has the authority to revoke P-Card privileges at any time and for any reason.

## **C. Responsibilities.**

### **1. P-Card Holder.**

- a. Complete P-Card training.
- b. Execute P-Card Holder Agreement.
- c. Hold the P-Card and pin number and keep them secure. Keep the pin number separate from the P-Card.
- d. Purchase Goods and Services within the preset limits.
- e. Receive and inspect Goods and Services purchased with the P-Card.
- f. Obtain appropriate receipts. When receipts show signs of erasures or alterations, the receipts will be returned to the P-Card Holder for an explanation of the alterations.
- g. If applicable, enter all charges within seven (7) workdays from the date of purchase as directed by the P-Card Administrator.
- h. Submit receipts daily to the Department P-Card Manager.
- i. Comply with requirements of Section E of these Procedures.
- j. Comply with all purchasing and P-Card procedures.
- k. If applicable, allocate transactions within the current system and attach receipts as backup.
- l. Monitor P-Card balances as well as Department line item budget.
- m. Assist P-Card Administrator with identifying and handling disputed charges, including sales tax charges.

### **2. Department P-Card Manager.**

- a. Enter all charges within seven (7) workdays from the date of purchase as directed by the P-Card Administrator.
- b. Review validity of all transactions, attach receipts to transaction, identify proper funding source and availability of funds, allocate transactions within the system and submit the electronic transaction for further approval.

- c. Immediately notify P-Card Administrator and Department Director of any violations or discrepancies.
  - d. Monitor P-Card balances as well as Department line item budget.
  - e. Review transactions with the P-Card Holder when necessary.
  - f. Assist P-Card Holder with identifying and handling disputed charges, including sales tax charges.
  - g. Comply with all purchasing and P-Card procedures.
  - h. Review monthly P-Card invoice for accuracy and submit to the Purchasing Department for final processing.
3. Department Director/Executive Service Member.
- a. Review validity of all transactions and approve the electronic transaction certifying charges.
  - b. Immediately notify P-Card Administrator of any violations or discrepancies.
  - c. Review transactions with the P-Card Holder when necessary.
  - d. Submit a properly executed Purchasing Card Authorization Form to the P-Card Administrator when requesting the issuance of a P-Card to a County Employee.
  - e. Submit requested changes to a P-Card Holder's profile in writing to the P-Card Administrator.
  - f. Immediately collect cards and notify the P-Card Administrator when an employee terminates employment and/or transfers to another Department.
4. P-Card Administrator.
- a. Approve/disapprove requests for P-Cards, establish profiles, and issue and cancel P-Cards.
  - b. Maintain the Purchasing Card Program, and recommend updates as necessary.
  - c. Review P-Card usage for inappropriate use and notify the Department Director/Executive Service Member of any violations.

- d. Assist P-Card Holder in resolving billing and Supplier disputes, as necessary.
- e. Ensure compliance with all purchasing and P-Card procedures.
- f. Continually review P-Card activity and usage for compliance with P-Card Program requirements.
- g. Conduct annually a physical inventory of P-Cards and prepare a report on the results of the physical inventory; spot check inventories, of partial or whole Departments, with or without prior notification.
- h. Conduct P-Card training as necessary.

**D. Issuance of the Purchasing Card.**

- 1. The Department Director/Executive Service Member will make requests for new P-Card Holders or for changes to current P-Card Holders by submitting a written request to the P-Card Administrator. Requests for new P-Cards shall be made using the Purchasing Card Authorization Form. Requests for changes to existing P-Cards may be made via memo or e-mail.
- 2. The P-Card will be embossed with the Employee name and the County's sales tax exemption number on the face of the card.
- 3. The P-Card Administrator or P-Card Holder will print the following statement on the back of the card: SEE DRIVERS LICENSE.

**E. P-Card Holder Use of P-Card.**

- 1. Training. Before being issued a P-Card, the County Employee must complete P-Card training and sign a P-Card Holder Agreement. Employees will have the opportunity to ask questions regarding the use of the P-Card during that training.
- 2. P-Card Holder Use Only.
  - a. Only the Employee whose name is embossed on the P-Card shall use the P-Card. No other person is authorized to use the P-Card. The P-Card Holder is responsible and accountable for all transactions that occur on their P-Card.
  - b. Loaning a P-Card to someone or giving them a P-Card number to use to make a purchase will result in disciplinary action in accordance with the Clay County Personnel Policies Manual and possible cancellation of the P-Card.
- 3. County Purchases Only.
  - a. The P-Card is to be used for authorized purchases only. All purchases shall be



directly related to the mission of the Department and serve a public purpose.

- b. The P-Card shall not be used for personal use. Any personal use will result in disciplinary action in accordance with the Clay County Personnel Policies Manual, require immediate reimbursement, and possible cancellation of the P-Card.

4. Travel.

- a. The County's Travel Procedures apply to all travel related transactions. The Travel Procedures reporting requirements are in addition to the P-Card requirements.
- b. A Travel Expense Request Form shall be approved PRIOR to incurring any travel related expenditures.
- c. The Travel Expense Request Form shall be used as backup for any P-Card transaction related to Travel, in addition to any receipts.

5. Prohibited Uses. The following types of purchases are prohibited with a P-Card, regardless of the dollar amount, unless specifically authorized by profile, the P-Card Administrator, Purchasing Director or County Manager:

- a. Cash advances.
- b. Gift cards – unless allowed for under Chapter 5, Section D. 9. h. or i.
- c. Alcoholic beverages.
- d. Prescription drugs - unless for use by the Public Safety and Animal Services Department.
- e. Meals, beverages or gratuities - unless authorized in the Travel Procedures or allowed for under Chapter 5, Section D. 9. h. or i.
- f. Personal recreation and entertainment.
- g. Services requiring onsite visits, when insurance is not on file in the Purchasing Department.
- h. Capital items.
- i. Travel expenses, unless authorized in the Travel Procedure.
- j. Informal Employee recognition.

- k. Fueling of County vehicles when there is opportunity to utilize the County fuel site, or a County issued Fuel Card.
- l. Computer Equipment / Software - An official memo must be provided to the Purchasing Department with documentation showing MIS' Department Director or designee has approved your request, prior to you purchasing the item(s).
- m. Facility / Building Maintenance items - An official memo must be provided to the Purchasing Department with documentation showing Facilities' Department Director or designee has approved your request, prior to you purchasing the item(s).
- n. Fleet / Vehicle items - An official memo must be provided to the Purchasing Department with documentation showing Fleet's Department Director or designee has approved your request, prior to you purchasing the item(s).

6. Spending Limits.

- a. A single purchase limit is generally established for small non-stocked Goods, Services, travel (pursuant to Travel Procedure), etc. in an amount less than \$5,000.00. For Purchasing Agents, however, a single purchase limit shall be in an amount less than \$2,000.00.
- b. Monthly spending limits will be established for each Department by the P-Card Administrator.
- c. The P-Card Administrator may establish different single purchase and monthly limits for each P-Card Holder, as recommended by the P-Card Holder's Department Director/Executive Service Director. Requests for profile changes must be submitted in writing to the P-Card Administrator by the Department Director/Executive Service Director. Requests from others will not be considered.
- d. Charges for purchases shall not be split to stay within the single purchasing limit. Splitting charges will be considered abuse of the P-Card Program and may be disciplined in accordance with the Clay County Personnel Policies Manual and result in possible cancellation of the P-Card.
- e. The County Manager or his or her designee shall have the authority to empower certain Employees to make purchases with a total value equal to or greater than \$5,000.00 in accordance with good practices and this Purchasing Policy.

7. Other Conditions.

- a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.

- b. The Supplier must deliver all items purchased by telephone or online within the 30-day billing cycle. The order should not be placed without this assurance.
  - c. All deliveries must be to a County facility. No deliveries shall be made to any other address without prior written approval of the P-Card Administrator.
8. Lost or Stolen Cards or P-Card Numbers.
- a. If a P-Card is lost, stolen or misplaced, the P-Card Holder must immediately notify the issuing card company (24 hours a day, 365 days a year), their Department Director/Executive Service Member, and the P-Card Administrator of the loss.
  - b. The P-Card Holder must report all information necessary and complete all forms required to reduce the liability to the County for a lost or stolen P-Card or P-Card number and shall work with any law enforcement agency in prosecuting theft.
  - c. Failure to promptly notify the issuing card company of the theft, loss or misplacement of the P-Card could make the County and/or the P-Card Holder responsible for any fraudulent use of the P-Card and result in the P-Holder's loss of privileges and/or a disciplinary action in accordance with the Clay County Personnel Policies Manual.
9. Termination of Employment or Transfer of P-Card Holder.
- a. When an Employee ends their employment with the County, the Department Director/Executive Service Member shall ensure that receipts have been collected for all P-Card transactions, collect the P-Card and return the P-Card to the P-Card Administrator. Additionally, the Department Director/Executive Service Member shall immediately notify the P-Card Administrator by telephone or e-mail. The P-Card Administrator will ensure that the P-Card is canceled and destroyed.
  - b. A P-Card Holder who fraudulently uses the P-Card before or after the end of their employment with the County will be subject to legal action.
  - c. When an Employee transfers to a different Department the P-Card account may be transferred to the new Department with the appropriate authorization of the new Department Director/Executive Service Member. The new Department Director/Executive Service Manager must notify the P-Card Administrator so the master file can be timely updated. If it is determined that the Employee will not require a P-Card in his or her new position, the Department Director/Executive Service Manager will collect the P-Card, notify the P-Card Administrator, and deliver the P-Card to the P-Card Administrator so that it can be canceled and destroyed.

10. Returns/Exchanges. The P-Card Holder is responsible for managing all returns and exchanges and for ensuring that proper credit is received for returned items.
11. Defective/Unsatisfactory Goods or Services. If Goods purchased with the P-Card are defective, the P-Card Holder must return the Goods to the Supplier for replacement or credit. If the Service for which payment was made with a P-Card is unsatisfactory, the Supplier must be notified and asked to correct the situation or provide a credit.
  - a. Cash refunds shall not be permitted.
  - b. A pattern of frequent returns or exchanges, which may indicate improper or inaccurate initial product selection, will be reviewed by the P-Card Administrator and may result in loss of privileges for the P-Card Holder.

**F. Procedures for Making and Paying for Purchases.**

1. Documentation of Purchases.
  - a. When a purchase is made, the P-Card Holder must obtain the customer's copy of the charge slip or receipt detailing the items purchased.
  - b. The P-Card Holder must submit the charge slip and original receipt/ Invoice to the Department P-Card Manager. All receipts must detail the items purchased.
2. Sales Tax.
  - a. The County is exempt from paying any State of Florida sales tax. This exemption applies in some other states as well. If the Supplier charges sales tax, the P-Card Holder must contact the Supplier and obtain a credit equal to the amount of the sales tax unless waived at the discretion of the P-Card Administrator.
  - b. The County's sales tax exemption number is to be printed on the face of the P-Card. If a P-Card Holder has a problem with any Supplier regarding sales tax they should contact the P-Card Administrator.
3. Missing Documentation.
  - a. If a receipt is lost, the P-Card Holder is responsible for requesting a duplicate from the Supplier. If unsuccessful in obtaining a duplicate receipt, the P-Card Holder must provide a statement of the facts explaining the incident and indicate the item(s) purchased, the date of purchase, and the Supplier name, which will be used as the substitute for the receipt.
  - b. Continued incidents of missing receipts may result in the cancellation of the P-Card.

4. Payment and Invoice Procedures.

- a. The issuing card company will notify the P-Card Administrator when a transaction has posted.
- b. The P-Card Manager must review the transaction, identify proper funding source and availability of funds, allocate transactions within the current system, attach receipts as backup and submit the transaction to their Department Director/Executive Service Member for final approval.
- c. The P-Card Holder's submittal of a receipt and the P-Card Manager's processing of the transaction certifies that:
  1. The Goods or Services charged were received.
  2. All charges are appropriate and authorized.
  3. Receipts have been attached for all charges.
  4. Approved Travel Expense Request Form has been attached if applicable.
- d. For all travel related purchases, a copy of the approved Travel Expense Request Form, schedule of events or agenda from the meeting, and receipts must be attached to the P-Card Holder's transaction.
- e. The Department P-Card Manager submits the approved and reviewed transactions to the P-Card Administrator for final processing and forwarding for payment.
- f. Department Directors/Executive Service Members will be notified by the P-Card Administrator when transactions are not processed in the allotted time. Continued failure to meet the deadlines will result in disciplinary action in accordance with the Clay County Personnel Policies Manual and result in possible cancellation of the P-Card.

5. Authority.

- a. Because of their knowledge of the job responsibilities and requirements, Department Directors/Executive Service Members are required to ensure that each purchase using a P-Card was done in an appropriate manner, the purchase made services a public purpose, and that the use complies with the Purchasing Policy and P-Card procedures.
- b. When purchases are questioned, the Department Director/Executive Service Member will be responsible for resolving the issue with the P-Card Holder. If the Department Director/Executive Service Member is not satisfied that the purchase was necessary and for official use, the P-Card Holder must provide either a credit voucher proving the item(s) was/were returned for credit, a personal check made payable to the Clay County Board of County Commissioners for the full amount

of the purchase, or cash reimbursement. A copy of the reimbursement receipt and explanation must be attached to the transaction. Continued failure to meet the procedures will result in disciplinary action in accordance with the Clay County Personnel Policies Manual and result in possible cancellation of the P-Card.

6. Disputes/Unauthorized Charges.

- a. If the Supplier refuses to replace or correct the defective Goods or unsatisfactory Service, the purchase will be considered in dispute. The P-Card Holder must immediately notify the Department P-Card Manager and the P-Card Administrator and contact the issuing card company to dispute the charge.
- b. If a suspicious charge appears in the transaction list, the P-Card Administrator must immediately notify the Department P-Card Manager and the P-Card Holder and contact the issuing card company to dispute the charge.
- c. It is essential that the time frames and documentation requirements established by the issuing card company be followed to protect the P-Card Holder's and County's rights in the dispute process.
- d. A disputed item must be explained with a note on the P-Card Holder's transaction and forwarded to the Department P-Card Manager and the P-Card Administrator.
- e. When the dispute is resolved, the charge will either be credited (if the charge was improper) or charged to the County (if research shows the charge was valid).

**G. Violations.**

1. The P-Card Administrator monitors the usage of P-Cards and the appropriateness of their use. Inappropriate use counts as a violation and the P-Card Holder's Department Director/Executive Service Member will be notified in writing of any violations. The P-Card Holder may be subject to disciplinary action in accordance with the Clay County Personnel Policies Manual and/or have P-Card privileges revoked.
2. Examples of violations include, but are not limited to:
  - a. Personal use.
  - b. Split transactions.
  - c. Purchase of restricted items.
  - d. Repetitive sales tax charged, regardless of credit request or reimbursement.
  - e. Late paperwork.

- f. Missing paperwork or receipts.
3. Written notification of a violation shall identify the transaction, include the amount of the transaction, and state the section of the Policy violated.
  4. The County Manager will be notified of repeat and/or severe violation

## **CHAPTER 11: PROCESSING OF INVOICES FOR PAYMENT**

**A. Purpose.** To provide the process for receipt and payment of invoices from Suppliers for Goods and/or Services provided to the County.

**B. Process.** Suppliers are responsible for submitting all invoices or valid requests for payment to the Clerk of Court and Comptroller's office for validation and processing of the Invoice(s) for payment. A Department Director or designated Department Purchaser is responsible for approving all invoices or requests, once acceptance of Goods and/or Services have been satisfactorily performed and/or rendered to the County.

**C. Requirements.** All Invoices for purchases under this Purchasing Policy, unless excepted in Chapter 5 or made using the P-Card as outlined in Chapter 10, shall be processed only if the following documents have been completed and approved:

1. A Purchase Order.
2. A Contract entered into by the Board or County Manager, if applicable, and if as a result of a formal competitive Bid process, evidence in the Board minutes indicating to whom the Bid was awarded and the Bid amount, or that if such be the case, an exception was granted under the rules contained in this Purchasing Policy to approve the payment.
3. An acknowledgement of receipt which has been approved by the receiving Department Director or the authorized Department Purchaser, the approval of which indicates that all purchasing procedures were properly administered; that all Goods and/or Services related to the Invoice were properly received on County property and/or for County approved purposes; that the price, quantity and quality are correct and acceptable; that the appropriate County records are on file to substantiate the payment.
4. An Invoice and/or a valid request for payment, whether received via mail or electronically. The Invoice must clearly indicate the name, address, and other pertinent information pertaining to the Supplier. The Invoice must also set forth an Invoice number, clearly describe the Goods and/or Services rendered, and the price and quantity thereof. Monthly or other types of account statements may be submitted; however, such statements shall not be used in place of an Invoice. If the Invoice is unavailable, a full written explanation describing the reasons and circumstances therefor shall be submitted and approved.
5. Immediately upon receipt of any Notice of Non-Payment, Departments must provide such documents to the Purchasing Department and notify the Clerk of Court and Comptroller's office.

**D. Enforcement.** The County Manager is responsible for enforcing these provisions of the Purchasing Policy. All Invoices that do not comply with these requirements shall first be



presented to the Finance and Audit Committee and then forwarded to the Board with a recommendation for approval or disapproval. The Board and only the Board, if it so chooses and after determining that a public purpose for the purchase would not otherwise be unlawful, may approve payment of these Invoices. Such approval shall be recorded in the Board's minutes.

**CHAPTER 12: GRANTS MANAGEMENT  
AND DONATION AND SPONSORSHIP**

- All grant activity of the County shall be governed by, and be consistent with, the Grants Management Policy adopted by Resolution of the Board, Resolution No. 2021/2022-18 (adopted 12/14/21), as may be amended by the Board from time to time.
  
- All donation and sponsorship activity of the County shall be governed by, and be consistent with, the Donation and Sponsorship Policy, adopted by Resolution of the Board, Resolution No. 2021/2022-29 (adopted 2/22/22), as may be amended by the Board from time to time.

**RESOLUTION NO. 2021/2022 -1 8**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ADOPTING A GRANTS MANAGEMENT POLICY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, grant funding is intended to contribute to the success of the County's vision for growth and enhancement to infrastructure, safety, health, and prosperity of the County and its citizens; and,

**WHEREAS**, to facilitate the County's acquisition of grant funding, a policy has been prepared to document grant-related protocols for the pursuit of grant funding and the management of those awards; and,

**WHEREAS**, the Board of County Commissioners desires to adopt and implement a grants management policy in regards to its pursuit of grant funding.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board hereby adopts a Grants Management Policy as set forth in the Grants Management Policy attached hereto as Exhibit A. All grant activity of the County shall be governed by, and be consistent with, the Grants Management Policy, which supersedes any and all prior policies of the Board related to grants activity.

Section 2. This Resolution shall take effect upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida this 14<sup>th</sup> day of December, 2021.

Board of County Commissioners  
Clay County, Florida

By: WFBolla  
WFBolla (DB: 20, 2021) 4:56 EST  
Wayne Bolla, Its Chairman

ATTEST:



Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board



Exhibit "A"

Clay County  
Board of County Commissioners'  
Grants Management Policy

ADOPTED: December 14, 2021

EFFECTIVE: December 14, 2021

(Resolution 2021/2022-18)

## PREFACE

This document is the Clay County Board of County Commissioners' ("BCC") Grants Management Policy (the "Policy"), prepared by the Grants Division, in coordination with pertinent representatives from other BCC departments. The Policy addresses federal and state laws and regulations, and other relevant information pertaining to grants administration in Clay County ("County").

## DISCLAIMER

This Policy is not intended to be an exhaustive listing of all rules, regulations, or laws relating to grant administration, but is a guide to direct County staff in the pursuit, application, and management of grant proposals and awards.

## UPDATES AND REVISIONS

This Policy contains federal, state, and County policies, and by its nature, may require revisions over time as regulations change, new tools emerge, new processes are designed, and risks change. The Grants Division will review this Policy no less than annually and recommend updates as necessary or as circumstances dictate.

## CHAPTER 1: PURPOSE, SCOPE, AND AUTHORITY

### PURPOSE

The purpose of this Policy is to document grant-related protocols for the pursuit of grant funding and the management of those awards. Grant funding is intended to contribute to the success of the County's vision for growth and enhancement to infrastructure, safety, health, and prosperity of the County and its citizens.

The grant management responsibilities reside within the Grants Division. The Grants Manager refers to the Manager of the Grants Division or designee. The primary manager of a grant refers to the Project Manager, who is assigned by the relevant department.

### SCOPE

#### **Support and Control**

It is the responsibility of the Grants Division under the direction of the Assistant County Manager assigned to the Grants Division to define the policies and procedures addressed within this Policy for each stage of the grant process. The Grants Division, in coordination with Project Managers and their departments, are responsible for the implementation of the Policy and compliance to the grantor agency, all within federal and state laws and regulations, and BCC regulations and policies.

#### **Definition of a Grant**

A grant is financial assistance from an external entity to carry out a public purpose. A grant award is not expected to be repaid to the offering entity. Funds can either be disbursed directly by the granting entity to the County or may be passed through another entity, such as the state or other governmental agency. This assistance includes public assistance reimbursements from the Federal Emergency Management Agency (FEMA), state appropriations, and other funding that comes from an external entity.

### AUTHORITY

Grant funds are administered according to federal and state laws and regulations, issuing entity guidelines, and the Policy. Individual funding agreements often dictate special funding conditions unique to the offered award. Governance of federal grant awards are disclosed in the federal policies listed below. This list and the Policy are not intended to be an exhaustive listing of all processes and procedures, rules, regulations, or laws relating to federal funds management. Each award should be examined individually for compliance requirements.

A primary reference document for management of federal funds is the Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Chapter I, Chapter II, Part 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

An additional reference relevant to federal awards and government operations in general is the *Standards for Internal Control in the Federal Government* (GAO-14-704G – “Green Book”) <http://www.gao.gov/greenbook/overview>.

Grants are contractual obligations that come with responsibilities to manage the grant award properly. Failure to comply with grant regulations could potentially result in fines, penalties, award denial, and loss of goodwill. Study and review of grant program terms and conditions during the initial application process will protect the County from an agreement that is inconsistent with the County’s vision or budgetary process.

No grant application or request for funding assistance shall be submitted without the respective department manager’s approval and required BCC or County Manager approval. In some instances, the funding agency may additionally require specific approval by the BCC and/or the County Manager.

## **CHAPTER 2: CLAY COUNTY GRANT ADMINISTRATION**

### **ROLES**

#### **Board of County Commissioners**

Florida Statutes, Chapter 125, defines the powers and duties of county government. By this statute, the BCC is empowered to accept all grant awards on behalf of Clay County or its subrecipients. “Chapter 3: Grant Applications and Management” discusses the approval role of the BCC for grant applications. For grant awards in an amount equal to or greater than \$50,000, upon approval by the BCC, the BCC Chairperson, or Vice-Chairperson in the absence of the Chairperson, will execute the grant award.

#### **County Manager**

Grant applications must be approved by the County Manager or BCC based on established criteria before submittal to the granting agencies. “Chapter 3: Grant Applications and Management” discusses the approval role of the County Manager for grant applications. For grant awards in an amount less than \$50,000, the County Manager will execute the grant award.

#### **Administrative and Contractual Services Department**

The Administrative and Contractual Services Department coordinates all aspects of the procurement process as authorized in the Clay County Purchasing Policy. This includes the entire project/equipment bid process for contractors or vendors and purchase order processing. Additionally, the department may assist with reporting and special funding conditions.

#### **Office of Management and Budget**

The Office of Management and Budget coordinates all aspects of setting up the accounts and

properly budgeting the award in accordance with the Clay County Budget Policy.

### **County Attorney**

The County Attorney's office provides counsel and legal representation to the BCC, County Manager, and staff. The County Attorney reviews all grant agreements, subrecipient agreements, and any pertinent grant documents prior to the award execution.

### **Clerk of Court and Comptroller**

The State Constitution defines the duties of the Clerk of Court as Comptroller. The Comptroller will ensure compliance with the Single Audit Act and the preparation of the Schedule of Expenditures of Federal Awards (SEFA) compliance report.

### **Grants Division**

The Grants Division is responsible for reviewing the County's grant management policies and procedures and making recommendations for revisions to the County Manager. The Grants Division is responsible for researching grant opportunities and presenting them to the departments. The Grants Division is also responsible for the writing and submittal of all grant applications and if awarded, the submittal of any associated agreements. In addition, the Grants Division is responsible for all reporting, invoicing, and closeout of grants.

Any instances of possible or actual non-compliance with grant requirements, abuses or fraud, suspicions or otherwise, should be immediately brought to the attention of the department manager for the department in which the grant is being administered and the Comptroller's Office. The funding entity should be notified according to the requirements of the funding agreement.

### **Conflict of Interest**

Staff should refer to the Clay County Board of County Commissioners Personnel Policies Manual, Section 1.05 "Conflict of Interest" and disclose any potential conflicts that may arise during the grant application or management process. Additionally, the department manager and/or project manager making a bid recommendation may be required to execute a competitive competition conflict of interest form.

## **CHAPTER 3: GRANT APPLICATIONS AND MANAGEMENT**

### **APPLICATIONS**

During the grant identification and application process, the Grants Division will help departments evaluate the total anticipated project cost, matching requirements and sources, insurance requirements, staffing requirements, cash flow needs, long-term commitments, and programmatic capacity.



With the approval of the respective department and the County Manager, the Grants Division may submit applications for projects that are either included in the County's current budget, the County's Capital Improvement Plan or the Local Mitigation Strategy Plan, or for projects that include a request for less than \$50,000. If any such application also includes the requirement of a match with an award, the County Manager may approve such application if the match requirement is less than \$50,000. All other applications must be approved by the BCC before the Grants Division may submit such.

## MANAGEMENT

The Grants Manager is the principal administrator of the grant and serves as the liaison between the grantor agency, County staff, and project participants. Regardless of an individual's grant-defined function, all active participants have a responsibility to the grantor agency, the BCC, and the citizens of Clay County to protect the County from fraud, waste, or abuse of public property and funds.

Performance and financial reporting are expected for every grant award. The Grants Manager is responsible for filing accurate, complete, and timely reports.

### Common Types of Reports

- Performance: Typically required on a quarterly basis. The recipient is required to regularly submit performance reports that reflect grant-funded operational progress as required by the grant agreement.
- Financial: The recipient is required to regularly submit and retain financial reports that reflect the grant's fiscal health as required by the grant agreement.
- Close-out: Per grantor award terms and conditions, including time frames for action, the recipient is required to submit all financial, performance, and other reports required in the grant conditions or agreement.

### Special Funding Conditions

The Grants Manager is responsible for implementing, monitoring, and reporting on agreement requirements, including special funding conditions. The Grants Manager will work in conjunction with the Director of Administrative and Contractual Services to ensure that all special funding conditions are incorporated into the procurement process.

Special funding conditions are supplemental to a standard grant agreement or program. Special funding conditions could relate to additional federal or state laws that are unique to the project, action that must occur prior to funding, or any attention the grantor feels is in the best interest of the program. These special funding conditions will be fully disclosed in the original executed agreement.

While not considered a "Special Funding Condition," there are legislative and regulatory conditions attached to grants that could require monitoring, reporting or action. These federal or state funding conditions should be considered when writing an application and managing the subsequent award. The Grants Manager is responsible for understanding the requirements and the

methods for adherence to them.

### **Disaster and Public Assistance Grants**

Federal or state disaster public assistance grants generally require reimbursement requests to be supported with agency-specific documentation and agreements. It is imperative that Project Managers and the Grants Manager understand and apply all Federal Emergency Management Administration (FEMA) requirements prior to a declared disaster to prevent loss of reimbursement for noncompliance with the FEMA standards.

### **Grant Modifications**

During a grant's lifetime, there are times when changes are necessary to periods of performance, the budget, or the project scope of work. Most of these changes, typically called grant amendments or modifications, are allowable, but it is important to follow the procedures written in the grant agreement or in the guidelines provided by the grantor. Most changes must be pre-approved by the grantor before they are considered eligible. Modifications, extensions, or cancellations may require the authorization of the County Manager or the BCC, depending on the terms of the grant award.

### **Grant Closeout and Record Retention**

The grant closeout is the final official process of the grant cycle. The closeout occurs when the funding agency determines that all applicable administrative acts and required work associated with the award agreement have been completed.

The grantor agency will submit to the County a notice that the grant has been successfully closed.

Retention of all grant records extends beyond the closing date. Federally funded grants require a minimum of three years record retention from the date of closure. Records for real property and equipment acquired with federal funds must be retained for three years after the final disposition date. The State of Florida's required record retention period is five years from the date of closure. The retention period could be extended for both federal and state issued grants if events after the grant closure occur.

## **CHAPTER 4: YEAR END PROCEDURES**

The County's fiscal year is from October 1 through September 30. End of year financial accountability is necessary, not only for a grantor agency, but to conduct the County's annual audit and compliance for the Single Audit Act.

### **Annual Budget Carryforwards**

The Grants Manager will reconcile and communicate financial activity for grant-funded projects to the County's Office of Management and Budget for the coming fiscal year's budget allocations.

### **Revenue and Expenditure Accruals**

The Comptroller is to reconcile all grant activity as posted in the County's financial system (Workday), maintaining constant communications with the Grants Manager so that all activity is appropriately identified and accrued. Accrued revenues are recognized as an Accounts Receivable for the Department; expenditures are Accounts Payable.

#### **Annual Audit**

The County's accounting firm conducts the annual audit and the Single Audit Act compliance as required by Federal and State grants. When the audit is concluded, the Comprehensive Annual Financial Report (CAFR) is distributed to all required grantor agencies.

#### **Annual Report**

The Grants Division will prepare an annual report for the BCC, which will include matters such as grant applications submitted, awards received, and performance measures.

RESOLUTION NO. 2021/2022 - 29

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ADOPTING A DONATION AND SPONSORSHIP POLICY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, sponsorship funding is intended to contribute to the success of the County's vision for growth and enhancement to infrastructure, safety, health, and prosperity of the County and its citizens; and,

**WHEREAS**, to facilitate the County's acquisition of sponsorship funding, a policy has been prepared to document donation and sponsorship-related protocols for the pursuit of sponsorship funding and the management of those donations; and,

**WHEREAS**, the Board of County Commissioners desires to adopt and implement a donation and sponsorship policy in regard to its pursuit of sponsorship funding.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida, as follows:

Section 1. The Board hereby adopts a Donation and Sponsorship Policy as set forth in the Donation and Sponsorship Policy attached hereto as Exhibit A. All donation and sponsorship activity of the County shall be governed by, and be consistent with, the Donation and Sponsorship Policy, which supersedes any and all prior policies of the Board related to donation and sponsorship activity.

Section 2. This Resolution shall take effect upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County Florida, this 22<sup>nd</sup> day of February, 2022.

Board of County Commissioners  
Clay County, Florida

By: Wayne Bolla  
Wayne Bolla, Its Chairman

ATTEST:

Tara S. Green  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex-Officio Clerk to the Board

Clay County  
Board of County Commissioners'  
Donation and Sponsorship Policy

ADOPTED: 2-22-2022

EFFECTIVE: 2-22-2022

(Resolution 2021/2022-29)

## PURPOSE

The aim of this Policy is to create an authorized environment for accepting donations and entering into sponsorship agreements with third parties where such donations and sponsorships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by the Clay County Board of County Commissioners (the Board). The purpose of the Policy and procedures as outlined is to:

1. Uphold the County's stewardship role to safeguard the County's assets and interests;
2. Provide employees with guidelines and procedures based on best practices; and,
3. Protect the County from risk.

The Policy provides an enabling environment for the County to accept donations and enter into sponsorship agreements within set guidelines and procedures for the purpose of optimizing non-tax revenue sources. Under the conditions of this Policy, County staff may solicit such sponsorship agreements.

The County shall not relinquish to the donor or sponsor any aspect of the County's right to manage and control the County's assets or facilities. Sponsorships will not result in any loss of Clay County jurisdiction or authority.

## SCOPE

This Policy applies to all County departments and divisions.

This Policy does not apply to:

1. Independent foundations or registered charitable organizations from which the County may receive benefit.
2. Funding obtained from other orders of government through formal grant programs.
3. County sponsorship support of external projects where the County provides funds to an outside organization.
4. Third parties who lease County property or hold permits with the County for activities or events.

## RESPONSIBILITY

The Grants Division will review this Policy no less than annually and recommend updates as necessary or as circumstances dictate. The Grants Division will also oversee implementation and administration of this Policy.

## DEFINITIONS

"Honorary naming rights" shall mean the naming of County property to honor the service, commitment, or other type of participation by an individual, or civic or charitable group. For honorary naming rights defined in this Policy, "individual" shall mean a person that has made a

substantial contribution to the community, either through civic involvement, involvement in historical events relevant to the specific County property, or to the geographical location of specific County property. Honorary naming rights are given to individuals posthumously.

“In-kind sponsorship” shall mean a sponsorship received in the form of goods and/or services rather than cash.

“Naming rights” shall mean a type of sponsorship in which a third party purchases the exclusive right to name a whole asset or venue. The sponsoring of a component of an asset or venue (e.g. – bench in a park, specific room in a building) is not considered to be naming rights for the purposes of this Policy. Naming rights are considered in the commercial context only, where the naming right is sold or exchanged for significant cash or other revenue support. This arrangement must be documented in an agreement signed by the interested parties and shall have a specified end date to the contractual obligations. Naming rights are given to individuals posthumously.

“Naming rights agreement” shall mean a written contractual agreement evidencing the right to name or re-name County-owned facilities or land that contains terms acceptable to the County. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by the County Attorney prior to finalization to ensure that the County’s legal interests are protected. Dates indicating the term of the agreement should be included.

“Philanthropic contribution” or “unsolicited donation” shall mean a contribution or donation to Clay County from a third party for which there is no reciprocal commercial and/or marketing benefit expected or required from the County. Planned giving or estate giving (i.e. a bequest, appreciated securities, life insurance, real estate, personal property, 401k/IRA or Retirement Plan, charitable gift annuity, etc.) is considered a philanthropic contribution.

“Sponsor” shall mean a third party that enters into a sponsorship agreement with the County.

“Sponsorship” shall mean a mutually beneficial business arrangement between the County and a third party, wherein the third party provides cash and/or in-kind services to the County in return for access to the commercial and/or marketing potential associated with the County. Sponsorships may include sponsorship of one or more of the County’s events, programs, projects, or activities, or purchasing of commodities, materials, equipment, services, or components of an asset, venue or facility of the County. This arrangement must be documented in an agreement signed by the interested parties and shall have a specified end date to the contractual obligations.

“Sponsorship Agreement” shall mean a written contractual agreement that reflects the business arrangement for the exchange of commercial and/or marketing benefits between the County and a third party for a specified period of time.

### RESTRICTIONS

In general, the following industries and products are not eligible for sponsorships within Clay County: police-regulated businesses; faith-based and political organizations; companies whose

business is substantially derived from the sale of alcohol, tobacco, medical marijuana, vaping, firearms, adult use, or similar services and items. Sponsorships by sponsors that fall into one of the above-stated categories shall be subject to review and approval by the Board of County Commissioners.

Any sponsorship may be revoked at any time for non-compliance with the standards set forth herein.

Any advertising that fits within any of the below categories will not be displayed:

1. False, misleading, or deceptive;
2. Relates to an illegal or criminal activity;
3. Explicit sexual material, obscene material, or material harmful to minors;
4. Advertises tobacco products, including medical marijuana, vaping, and similar items;
5. Includes language which is obscene, vulgar, profane, discriminatory, or scatological;
6. Relates to instruments, devices, items, products, or paraphernalia that are designed for use in connection with specific sexual activities; or
7. Depicts violence and/or anti-social behavior.

All sponsorship advertising shall comply with the standards set forth in this Policy and is subject to review and approval by the County.

#### ETHICAL CONSIDERATIONS

1. Sponsorships shall not, in any manner, influence, or be perceived to influence, the day-to-day business of the County, nor invoke any future or additional consideration other than as specifically stated in the resulting sponsorship agreement.
2. Sponsorships shall not confer any personal benefit, directly or indirectly, to any particular County employee or official; or cause or allow a County employee or official to receive any product, service, or asset for personal gain or use.
3. Sponsorships shall not interfere with existing contractual obligations.
4. Sponsorships shall not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment for the sponsor outside of the resulting sponsorship agreement.
5. Sponsorships by parties that are disqualified or debarred from doing business with the County shall not be allowed and will be declined.
6. Sponsorships by parties that are in litigation with the County shall not be allowed and will be declined.
7. Sponsorships that otherwise constitute a conflict of interest or create the appearance of, or potential for, the same shall not be allowed and will be declined.
8. Sponsorships by parties in violation of the law or convicted of criminal activities may be revoked or denied.

#### SPONSORSHIP CATEGORIES

- A. Purchasing Sponsorship: Sponsorship that includes purchasing of commodities, materials,



- equipment, services or components of an asset, venue, or facility of the County.
- B. Program Sponsorship: Sponsorship of a Clay County event, program, project, or activity.
  - C. Naming Rights: Sponsorship in which the right to name a County asset or venue is agreed upon, which includes honorary naming rights
  - D. Philanthropic Contributions

#### PROCEDURES AND AUTHORITY

Purchasing Sponsorship and Program Sponsorship requests must be submitted in writing to the County's Grants Division, which will review the request for compliance with the County's Policy. Sponsorships under \$25,000 may be approved by the County Manager. Sponsorships equal to or greater than \$25,000 will be submitted to the Board of County Commissioners for approval.

Naming Rights requests shall be in writing and reviewed by the Grants Division and County Manager. Any County Commissioner, citizen, group of citizens, entity, or organization may submit an honorary naming rights proposal to name County property after an individual, civic or charitable group, or other entity or organization. If found to be in compliance with applicable County policies, a request shall be scheduled for Board consideration. The Board may approve the request, may determine that the request be submitted for competitive negotiation, or may deny such request. Any approval shall be by resolution of the Board.

Philanthropic Contributions may be submitted for consideration by a written proposal identifying the cash or in-kind donation and the purpose, whether an unspecified or general County purpose (i.e. to benefit the Library System, Animal Services, Parks and Recreation, etc.). These contributions may be collected and tracked on an on-going basis. Planned giving or estate giving also falls under the category of Philanthropic Contributions.

Written donation and/or sponsorship requests may be mailed to 477 Houston St., Green Cove Springs, FL 32043, or emailed to the Grants Division. Contact information for the Grants Division can be found online at [www.claycountygov.com/government/grants](http://www.claycountygov.com/government/grants).

#### REPORTING

A report summarizing approved Sponsorship Agreements shall be included on the consent agenda of the Board at least annually.

## **CHAPTER 13: TRAVEL PROCEDURES**

### **A. Purpose.**

These procedures establish the means for the payment and/or reimbursement of expenses incurred by travelers while traveling on official County business. The procedures are intended to effectively minimize the County's travel costs without unfairly burdening the traveler and provide the applicable authorities with visibility of County travel for accountability purposes.

### **B. General Policies.**

#### **1. Scope.**

- a. These procedures shall apply to the Board, employees, advisory board members, volunteers, and any others who are authorized and funded by the County to travel on official County business (“travelers”).
- b. The official headquarters of a traveler shall be the location where the traveler is normally assigned to work, except that:
  - i. The official headquarters of a person located in the field shall be the location nearest to the area where the majority of their work is performed, or such other location as may be designated by the Department Director, provided that in all cases such destination must be in the best interest of the Department and not for the convenience of the traveler.
  - ii. When an employee is stationed in any location for a period of over 30 continuous work days, such location shall be deemed their official headquarters, and they shall not be allowed travel expenses, after the said period of 30 continuous days has elapsed, unless this period of time is extended by the express approval of the Department.

#### **2. Responsibility.**

- a. All persons traveling on official County business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. All travelers are responsible for ensuring that they follow these procedures.
- b. To ensure the lowest possible rates for any aspect of their travel, travelers should consult with the Purchasing Department. The County may benefit from contracted rates on hotels, airlines and rental cars. All travelers should use the discounted fares/rates whenever possible if they result in cost savings.

- c. Travelers are encouraged to utilize the P-Card assigned to them for travel related expenses.

3. Authorization.

All travel must be pre-approved a reasonable amount of time prior to the travel departure date by the applicable authorizing agent set forth below. When required, a Travel Expense Request Form or Mileage Reimbursement Request Form shall be completed.

<b>Travel Type</b>	<b>Approval Process</b>	<b>Travel Form Required?</b>
Local/Out-of-County Day Travel with <b>NO</b> cost to the County	Department Dir./Executive Service Member is to pre-approve the travel.	No
Local/Out-of-County Day Travel <b>WITH</b> cost to the County	Department Dir./ Executive Service Member must sign the Travel Expense Request Form prior to the travel taking place. If only travel cost is mileage, the Mileage Reimbursement Request Form may be used.	Yes
Overnight Travel <b>WITH</b> cost to the County	Department Dir./Executive Service Member, Purchasing, and the County Manager must sign the Travel Expense Request Form prior to any pre-payments and/or travel taking place.	Yes
Deployment Travel	State or County Manager approval.	No (Memo and Expense Spreadsheet after travel)
Commissioner Out-of-State Travel	Approval by the Board.	No (Minutes)

4. Travel Expense Request Form.

- a. The Travel Expense Request Form is used to authorize the travel, to request a travel advance and/or prepayment, and upon completion of travel, to report actual travel expenses. The form should be used for all individuals traveling with cost to the County, other than local mileage cost, and is meant to be the documentation for all payments related to the travel (e.g. payments to hotel, registration, meals, mileage, etc.).
  - i. A full explanation of the purpose of travel must be given on the form and a copy of the seminar itinerary, conference brochure, or similar event documentation must be attached to the form.

- ii. Advance payment should be made for registration fees for conferences, conventions, or seminars. Prepaid registration fees must, however, be paid directly to the organization or their agent, and shall not be paid to the traveler. The authorizing Department Director/Executive Service Member is responsible for requesting a refund (full or partial) of registration fees paid in advance by the County when the traveler does not attend the function. The traveler shall be personally responsible for reimbursement of any registration fees paid by the County when the traveler does not attend the function due to their own negligence.
- b. No later than 30 days from the last day of the month in which travel took place, the traveler shall finalize completion of the Mileage Reimbursement Request Form and/or the Travel Expense Request Form and submit to the Clerk of Court and Comptroller's office for validation and payment.
- c. Receipts for travel expenses should be attached to the Travel Expense Request Form. If travel expense receipts are lost or stolen, a statement of the facts explaining the incident must accompany the completed form. County Manager authorization is required to reimburse the traveler for lost/stolen receipts. When the receipts attached to the form show signs of erasures or alterations, the form will be returned to the Department Director for an explanation of the alterations.

5. Mileage Reimbursement Request Form.

- a. Mileage Reimbursement Request Form is to be submitted when an employee uses their privately-owned vehicle to conduct County business. This form should be utilized when mileage is the only travel expense to be claimed. When expenses other than mileage are incurred, the traveler should submit the Travel Expense Request Form.
- b. Mileage reimbursement rate and computation guidelines are set forth in Transportation by Privately-Owned Vehicles, section C(2)(d) herein.
- c. The Mileage Reimbursement Request Form must be submitted no later than 30 days from the last day of the month in which travel took place.

6. Comparable Travel.

If a traveler elects to travel by an indirect route, to use other than the most economical and efficient method of travel, or to extend their trip for personal reasons, a comparison must be made between the actual expenses and the expenses that would have been incurred under normal circumstances. The County will reimburse the traveler for the lesser of the two totals.

7. Shared Travel Expenses.

Travel expenses can be split between agencies. This split must be justified, broken down, and attached to the traveler's Travel Expense Request Form.

8. Fraudulent Claims.

Florida Statutes, section 112.061(10), states in part "[a]ny person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation ... of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree ... [and upon conviction thereof shall be punished accordingly]. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid."

**C. Transportation.**

Transportation must be planned in advance so that the most efficient and economical method is used and the traveler may be reimbursed for all costs allowed and approved.

1. Routing of Travel.

All travel must be by the most direct route. If a person travels by an indirect route for his own convenience, any extra costs shall be borne by the traveler. See Comparable Travel above. Reimbursement for expenses shall be based only on such charges that would have been incurred by a usually traveled route. If travel by the most direct route is not possible because of construction, detour, or other legitimate reasons, the claim for the additional mileage must be separately stated and attached to the Travel Expense Request Form and/or Mileage Reimbursement Request Form.

2. Mode of Transportation.

a. The traveler must use the most efficient and economical mode of travel available (e.g., County vehicle, aircraft, personal vehicle, shuttle, taxi, rental vehicle). This is to be determined by the following conditions:

- The nature of the business;
- The most efficient and economical means of travel, considering the time of the traveler (e.g., salary costs, other scheduling conflicts), cost of transportation, and per-diem required; and,
- The number of persons making the trip and the amount of equipment or material to be transported.

If the most economical method of transportation is not the method planned for, a full explanation must be given and attached to the Travel Expense Request Form. In addition, if travel plans are in any way different from what might be considered a standard trip, the difference must be explained. If the method of travel actually saves the County money, this should also be explained.

- b. Joint utilization of a County vehicle is recommended for travelers with common itineraries. This is applicable to private vehicles used for County business also, if a mileage allowance is claimed.
- c. Transportation by County-Owned Vehicles.
  - i. The use of County-owned vehicles must be authorized by the Department Director/Executive Service Member.
  - ii. When County-owned vehicles are used for travel, charges for gasoline, lubricants, repairs, towing, etc., will be reimbursed if supported by receipts attached to the Travel Expense Request Form.
  - iii. The use of P-Cards or Vehicle Assigned Fuel Cards are encouraged for gasoline and lubricant charges.
- d. Transportation by Privately-Owned Vehicles.
  - i. The use of privately-owned vehicles for official travel is permitted.
  - ii. Mileage Rate. The traveler using a privately-owned vehicle shall be entitled to a mileage allowance equal to the standard mileage rate provided in Florida Statutes, section 112.06.
  - iii. Computation of Mileage. Mileage should be shown from point-of-origin to point-of-destination. Point-of-origin is the employee's official headquarters. Employees will not be paid mileage between their residence and their official headquarters. Accordingly, when the employee's workday begins or ends at their residence or a location other than the employee's official headquarters, the employee will be paid only for mileage incurred in excess of their usual commuting mileage. In no case shall such mileage charge exceed the mileage that would have been claimed if the travel started and terminated at the official headquarters. Official map miles from an online mileage calculation/map will be used to calculate the total mileage and shall be attached to the Travel Expense Request Form and/or Mileage Reimbursement Request Form.
  - iv. Vicinity Mileage. Once the traveler has reached their destination, vicinity mileage necessary to conduct official business is allowable and should be shown as a separate item on the Travel Expense Request Form. Vicinity mileage does not include personal trips such as going to restaurants, convenience stores, entertainment or other like trips. Travelers with a total

vicinity mileage that is in excess of 50 miles should attach a statement to the Travel Expense Request Form substantiating the mileage claim.

- v. Reimbursement for expenditures related to operation, maintenance and ownership of a privately-owned vehicle such as gasoline, lubricants, repairs, towing etc., shall not be allowed when used on County business.
- vi. Employees receiving monthly automobile allowances are not eligible for additional mileage reimbursements, unless the required travel is outside the County.

e. Rental Car.

- i. Rental car usage must be for conducting official County business.
- ii. The use of vehicles obtained from commercial vehicle rental companies should be limited to those instances where County, privately owned vehicles, or reasonable public transportation is unavailable. However, use of a rental car may be authorized provided the cost of such does not exceed the cost of transportation by a privately-owned vehicle.
- iii. To ensure the lowest possible rates, travelers should consult with the Purchasing Department before making rental car arrangements. Maximum reimbursement for rental cars will be limited to the mid-size sedan rate.
- iv. When a rental car is used for travel, charges for gasoline, lubricants, repairs, towing, etc., will be reimbursed if supported by receipts attached to the Travel Expense Request Form.

f. Air Travel.

- i. Commercial air travel is permitted when it is advantageous to the County.
- ii. The traveler should always consider making airline reservations as far in advance as possible and must coordinate with the Purchasing Department in an effort to purchase the least expensive ticket for the flight. Special conference fares should be obtained whenever they provide the lowest fare. Discounted fares may often require the traveler to depart earlier or arrive later than would have been required if normal fares were purchased. Early departures and late arrivals are allowable if the traveler provides written justification that the extra costs incurred (i.e., meals and lodging) do not exceed the savings realized by purchasing the discount fare.
- iii. Travelers departing earlier or arriving later than would otherwise be required for the stated purpose of the trip will only be eligible for the meal allowance, lodging expenses, and transportation expenses to and from the

airport during those days in which official County business is conducted. Written justification must be provided by submitting a Comparable Travel Worksheet with the Travel Expense Request Form.

- iv. Individuals choosing to use first class air transportation when coach class is available will be reimbursed only for the coach class fare. The traveler shall pay the additional cost for first class fare and provide documentation verifying the coach class fare on the same flight.
- v. Baggage fees will be allowed for one checked bag per full leg of air travel. The County will not reimburse for overages due to weight restrictions or additional baggage unless circumstances dictate and approval is obtained from Department Director.
- vi. Transportation between Home and Airport. Transportation to and from the traveler's home and the airport is an eligible expense. Reimbursement may be based on two round trips if the traveler prefers not to leave their vehicle at the airport, but this amount may not exceed the cost of one round trip to the airport and associated parking fees.

### 3. Miscellaneous transportation expenses.

- a. Parking. Parking charges will be reimbursed. Valet parking will be reimbursed only in cases where self-parking is not available. Receipts for all parking charges must be attached to the Travel Expense Request Form. Metered parking should be identified on the Travel Expense Request Form. Parking meter charges will be paid without receipts if reasonable and if approved by the applicable authority listed in Section 1.3. Travelers are encouraged to utilize the P-Card assigned to them or the P-Card on file with the hotel as the method of payment for parking charges.
- b. Taxi fares. Reimbursements for taxi, uber, lyft, etc. and actual tips paid to transportation drivers not to exceed fifteen percent of fare are permitted if necessary. Receipts for these charges must be attached to the Travel Expense Request Form.
- c. Bridge, Road and Tunnel Tolls. Reimbursements for bridge, road and tunnel tolls are permitted. Receipts for these charges must be attached to the Travel Expense Request Form.
- d. Parking and Moving Vehicle Citations. Parking and moving vehicle citations are the responsibility of the traveler, and will not be reimbursed.

### 4. Gratuitous Transportation.

No traveler will be allowed either mileage or transportation expense reimbursement when they are gratuitously transported by another person or when transported by



another traveler who is entitled to reimbursement.

5. Travel Time for Reimbursement.

When a non-exempt employee is in official travel status for which per diem is reimbursable, for time spent in travel to the destination on the first day of such travel status and/or travel from such destination on the last day of such travel status that is required to be conducted outside normal workweek, such travel time shall be considered as hours worked upon authorization by the Department Director/Executive Service Member. Travel time begins/ends when the traveler leaves/returns from/to their home or official headquarters. For travel by air, a reasonable check-in time at the airport, up to two hours prior to flight departure, will be allowed. Any excess time for personal reasons should be excluded.

**D. Meals and Lodging.**

1. Travel is classified under Florida Statutes, section 112.061 as either Class A, B or C travel:

Class A travel - is continuous travel of 24 hours or more away from official headquarters.

Class B travel - is continuous travel of less than 24 hours which involves overnight absence from official headquarters.

Class C travel - is short or day trips where the traveler is not away from official headquarters overnight.

2. Class A and B travelers, when traveling to attend a convention, conference, or meeting in order to conduct official County business, shall be allowed the option as provided in Florida Statutes, Section 112.061(6) (2022), of either:

- a. Per diem for each day of travel (\$80.00),
  - i. Per diem is a daily payment instead of reimbursement for actual expenses for meals, lodging and related incidental expenses (separate from transportation expenses).
  - ii. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

or,

- b. If actual expenses exceed the allowable per diem, actual expenses for lodging at a single occupancy rate plus the following amounts allowed for meals as set forth in Florida Statutes, Section 112.061(6)(b) (2022) as follows:

Breakfast-- \$6

Lunch -- \$11

Dinner --\$19

The allowance for meals shall be based upon the following time blocks:

Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch—When travel begins before 12 noon and extends beyond 2 p.m.

Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m.

3. Class C travelers shall not be reimbursed on a per diem basis but shall receive subsistence for meals as set forth in Florida Statutes, Section 112.061(6)(b) (2022) as follows:

Breakfast-- \$6

Lunch -- \$11

Dinner --\$19

The allowance for meals shall be based upon the following time blocks:

Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.

Lunch—When travel begins before 12 noon and extends beyond 2 p.m.

Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m.

4. For travel confined to the County, no meal allowance will be made, except for the following:

Meals that are an integral part of an official County business meeting may be reimbursed upon approval of the Department Director/Executive Service Member and if substantiated by a receipt. A meal allowance will not be provided for routine meetings. The meeting must have a direct relationship to the traveler's job, and the traveler must be required to attend to represent the County (e.g. professional association meeting). The reimbursed amount will be the amount charged by the meeting. Alcoholic beverages shall not be considered a reimbursable expense.

5. Convention/Conference Meals.

Travelers shall not be reimbursed for meals included in a convention or conference registration fee paid by the County. If the traveler elects to eat elsewhere, the meal will be at his or her own expense. Exceptions may be made for those employees with special dietary needs that prevent them from eating a prepaid meal; however, such cases must be substantiated and approved. If approved, the traveler will be reimbursed in the same manner as all other meals. Banquets not included in the registration fee will be paid at the stated rate, provided the meal is an integral part of the convention/conference.

6. Airline Meals.

Meals or snacks served on airlines will not affect the daily meals allowance.

7. Class A and B travelers whose actual expenses exceed the allowable per diem and who elect reimbursement for actual expenses for lodging are strongly encouraged to use the P-Card for lodging expenses. Guidelines for lodging expenses are as follows:

- i. A single room with private bath in a business class hotel/motel is the County standard. Additional cost for suite or luxury accommodations will not be allowed except in those situations where the lodging is occupied by more than one County traveler, resulting in a lower overall expense to the County. Actual expenses for lodging, substantiated by receipts, will be reimbursed at the single occupancy rate.
- ii. Two or more employees traveling on official County business are encouraged to share rooms. Acceptable sharing is considered two same sex individuals in a room.
- iii. A traveler may not claim reimbursement for lodging for overnight travel within 50 miles of traveler's official headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained and approved by the Department Director/Executive Service Member.
- iv. Travelers will not be reimbursed for any lodging included in a convention or conference registration fee paid by the County.
- v. Gratuitous Lodging. Travelers will not be reimbursed for lodging paid for by another person or organization.
- vi. Lodging Charges for Multiple Occupancy. If a hotel or other lodging is shared with an individual who is not on official County business, the traveler will be reimbursed at the single room rate. The single room rate must be recorded on the lodging receipts by the hotel or motel.

**E. Miscellaneous Expenses.**

1. Miscellaneous expenses should be held to the minimum amount required for essential and efficient conduct of County business. Reimbursement for miscellaneous expenses is based on a determination of being necessary and correct by the Department Director/Executive Service Member, and authorization on the Travel Expense Request Form. From the Department Director.
2. Sales and Resort Taxes.
  - a. In-State Travel - Clay County is exempt from the Florida Sales Tax and some local resort tax. Every effort should be made by the traveler to prepay the establishment by using the County P-Card in order to obtain an exemption from these taxes; however, if unable to do so, a written explanation of that fact must be included with the Travel Expense Request Form.
  - b. Out-of-State Travel - Out-of-State taxes will be reimbursed to the traveler.

## **F. Foreign Travel.**

Foreign travel is any travel outside the United States.

1. Every effort should be made to use the County P-Card. All cash expenditures should be made in the currency of the foreign country. All cash expenses should be converted to U.S. dollars prior to completing the actual expense section of the Travel Expense Request Form. A detailed conversion should be documented using the exchange rates in effect at the time of travel and submitted with the Form.
2. Foreign travel reimbursements will be made in the same manner as U.S. travel. Meal expenses will be reimbursed at the applicable federal meals and incidentals rate for each foreign country.

## **G. Emergency Management Deployments.**

Employees who travel to other states for disaster relief, mutual aid, etc. can be eligible for the per diem and/or mileage reimbursement rate of the state they have traveled to upon authorization of the County Manager. If the state's per diem that the employee is traveling to is lower than Florida's per diem, the employee has the right to claim Florida's per diem rate. Reimbursement documentation (memo and expense spreadsheet) must be coordinated with the Purchasing Department and include date, location, and purpose of travel.

## **H. Tourist Development Council (TDC).**

All travel associated with the Tourist Development Council must follow Section 125.0104, Florida Statutes, as applicable.

## **CHAPTER 14: UNIFORM PROCEDURES**

### **A. Objective.**

To establish guidelines for the rental, lease and/or purchase of uniforms or other clothing items for designated County employees and representatives. It is the intent of the County to provide when deemed necessary and when authorized suitable clothing to its employees and representatives in a consistent and fair manner. For instance, certain County employees are exposed to working conditions that routinely place the employee in situations which may damage his/her personal clothing beyond the usual wear and tear. Others may need to present a neat and uniform appearance as County employees and representatives to the public.

### **B. Procedure.**

1. This policy and the annual budget process will address which County employees are to be provided uniforms or other items of clothing. Purchase, lease and/or rental of any garment not specifically provided for in the annual budget process is not permitted.
2. The Purchasing Department will arrange for annual uniform contracts and coordinate the purchase of other clothing items to take advantage of quantity discounts and to ensure uniformity of appearance and quality.
3. All uniforms or other clothing items must follow the County Brand Standard & Guidelines for apparel and uniforms.

### **C. Employee Responsibility.**

1. Any employee who is provided uniforms by the County will be required to wear that uniform during working hours, except in special circumstances approved by the Department Director.
2. Any employee who is provided items of clothing by the County will be required to wear such as directed or approved by the Department Director.
3. Employees provided uniforms or other clothing items will be required to sign a Uniforms & Clothing Agreement indicating they understand that the provision of uniforms or clothing items is a benefit and that they will be responsible for replacing uniforms or clothing lost or damaged due to neglect.
4. Employees are expected to conduct themselves in a professional, courteous manner while in County uniform or clothing in order to maintain a positive image of Clay County.

5. Proper care for uniforms or clothing items is the responsibility of the employee. Requests for replacement uniforms or clothing, due to work related wear and tear, at any time during the year other than scheduled times, must be submitted in writing to the Department Director and upon authorization of such Department Director, coordinated with the Purchasing Department. All other uniform or clothing replacements, such as for lost or damaged items, are the responsibility of the employee.
6. Department Directors are responsible for ensuring that their personnel are in compliance with this policy.
7. The wearing of County identified clothing items by non-employees is not authorized. In certain circumstances, contracted employees, temporary employees, or volunteers may be authorized to wear County issued items when approved by the Department Director.

**D. Guidelines.**

1. All Departments must determine the need for rental, lease and/or purchase of uniforms or other clothing items, which must be approved by the Department Director. Such determination must be provided for in their annual budget.
2. Each Department may adopt one basic color scheme for identity and to maintain individuality.
3. All uniform or other clothing item purchases shall be made in coordination with and through the Purchasing Department.
4. Shorts vs. pants may be approved for wear in certain circumstances for designated employees. Otherwise, no shorts shall be worn by employees.
5. Field and Operational Personnel, employees whose primary assignments are located outside of an office environment, will be authorized to purchase, unless otherwise authorized by the Department Director, eleven (11) combination sets of uniform shirts, pants/shorts (including Battle Dress Uniform (BDU), smocks/scrubs, or other garments deemed necessary.
6. Field Supervisory Staff, employees who supervise Field and Operation Personnel, will be authorized to purchase five (5) County identified shirts per year, or as approved by the Department.
7. General Office Staff, employees whose primary assignments are located inside an office environment, will be authorized to purchase three (3) County identified shirts per year, or as approved by the Department Director.

8. Uniforms or other clothing items for Bargaining Unit Members of the Public Safety Department are as authorized under the Collective Bargaining Agreements with the County or as otherwise approved by the Department Director. Non-Bargaining Unit Members of the Public Safety Department will be authorized to purchase uniforms or other clothing items as approved by the Department Director.
9. Each Board of County Commissioner members shall receive three (3) County identified shirts per year.
10. Contracted Employees, temporary employees, other Boards and/or volunteers may receive a County identified shirt(s) when approved by the Department Director.
11. Coveralls, rain gear and personal safety items will be furnished to those employees whose duties require occasional exposure to conditions that call for some form of protective wear as approved by the Department Director.
12. Heavy outerwear and/or jackets for certain employees exposed to cold for extended periods of time may be provided when deemed necessary. These garments will be issued and approved by the Department Director when deemed necessary for specific usage periods.
13. Hats may be purchased and worn by employees, with the approval of the Department Director.
14. American National Standard Institute (ANSI) or American Society for Testing & Material (ASTM) approved boots may be provided by the County to those positions determined to require approved safety shoes/footwear as approved by the Department Director. The allowance for such footwear will not exceed \$ 250.00 per fiscal year. Footwear may be purchased using a voucher for an approved provider contracted by the County or reimbursed upon submission of an original receipt.
15. The County Manager or his designee shall have the authority to approve additional guidelines as deemed necessary and within budget.

**UNIFORMS & CLOTHING AGREEMENT**

As an employee of Clay County Board of County Commissioners, in a position where uniforms or clothing items may be required and are provided by the County, I agree to the following additional terms and conditions of employment:

- I understand that the provision of uniforms or other clothing items is a benefit and that I must wear the uniform or clothing items provided to me for the position I hold. Furthermore, I understand that replacement uniforms or clothing items necessitated by non work related wear and tear or due to loss are my responsibility.
- I understand that the provision of safety shoes, if applicable, is a benefit and that I must wear them for the position I hold.
- I understand that upon separation from employment with Clay County, whether voluntary or otherwise, I must return within five (5) calendar days from my last date of employment all uniform or other clothing items received during my employment.
- I agree to reimburse Clay County the amount the County paid for uniforms or clothing items, including any footwear, reduced by one-sixth (1/6) for each full month (30 days) of employment, but not returned by me to the County upon separation of employment. I agree that any reimbursement that I owe Clay County, for any uniforms or other items provided to me, but not returned by me to the County or as otherwise provided by this agreement, may be deducted from my wages or other moneys owed to me by the County.

**By signing below, I am confirming that I have been provided, fully read, and understand all aspects of the Uniform Policy.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Department

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



# CLAY COUNTY BRAND GUIDE

## Standards & Guidelines

### Apparel and Uniforms

We know that there are a variety of different apparel and/or uniform needs within the county. All apparel and/or uniforms will now follow these guidelines:

**Collared shirts:** County Seal on left front breast with Department name below.

Name on right side.



## Standards & Guidelines

**T-shirts:** Department logo on left front breast

Animal Care & Control



## Standards & Guidelines

**T-shirts:** Department logo on left front breast

Public Works



## Standards & Guidelines

**T-shirts**: Department logo on left front breast

Public Safety



## Standards & Guidelines

**Uniform:** County Seal on left front breast with name on right.

