

# **AGENDA**

*Regular Meeting – January 10, 2018 – 9:00 AM  
Courthouse Annex – Commission Meeting Room*

## **ROLL CALL**

## **ADOPTION OF THE AGENDA**

## **PETITIONS FROM THE PUBLIC – FIVE (5) MINUTE LIMIT**

## **APPROVAL OF THE MINUTES FROM THE REGULAR MEETING HELD December 27, 2017.**

## **CONSTITUTIONAL OFFICER REPORTS**

## **CONSENT AGENDA**

1. .

## **OLD BUSINESS**

1. Update Regarding Revision to Collection Site Hours.

## **PUBLIC WORKS DEPARTMENT**

1. Resolution 2018-01-10 to Lease the Following: 1. New Current Model Tandem Drive Motor Grader John Deere 620G, 2. New Current Model Tandem Drive Motor Grader John Deere 620G, and 3. New Current Model Motor Grader John Deere 670G with Sloper Blade.

## **NEW BUSINESS**

1. Revisions to the Madison County Personnel Policies and Procedures.
2. Revisions to the Madison County Purchasing Policy.
3. County Employee Health Insurance Update.

### Planning & Zoning Board

Mack Primm, Chair – District 1 – Term Ends January 1, 2019  
Mike Holton – District 2 – Term Ends December 1, 2020  
Calvin Malone – District 3 – Term Ends February 1, 2019  
Richard Cone – District 4 – Term Ends December 1, 2020  
Christy Grass – District 5 – Term Ends February 1, 2018  
Julia Shewchuck, Vice-Chair – At-Large – Term Ends June 1, 2018  
Chad Thurner – At-Large – Term Ends June 1, 2019  
Tim Ginn – School Board Representative  
Dot Alexander – Alternate – Term Ends February 1, 2018

### Tourist Development Council

Chair of BOCC or His Designee, *Chair to be Re-Appointed Annually Prior to July 1<sup>st</sup>* – Term Ends June 1, 2019  
Jim Catron – Elected Municipal Official from Most Populous Municipality – Term Ends June 1, 2018  
Edwin McMullen – Elected Municipal Official from Any Municipality – Term Ends June 1, 2019  
Latrell Ragans – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018  
Brenda Graham – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2019  
Trent Abbott – Involved in Tourist Industry and SUBJECT to the Tax – Term Ends June 1, 2018  
Jackie Blount – Involved in Tourist Industry and NOT SUBJECT to the Tax\* – Term Ends June 1, 2019  
Roy Milliron – Involved in Tourist Industry and NOT SUBJECT to the Tax\* – Term Ends June 1, 2019  
Princess Roebuck – Involved in Tourist Industry and NOT SUBJECT to the Tax\* – Term Ends June 1, 2018

\*Not More Than One of the Positions Marked with an Asterisk May Also be Filled by a Person who is Subject To the Tax.

### Competency Board

Benjamin Grass – Term Expires January 1, 2020  
Travis Renfroe - Term Expires January 1, 2019  
Dennis Pitts – Term Expires January 1, 2020  
Jayson Williams – Term Expires January 1, 2020  
Curtis Johnson - Term Expires January 1, 2019  
Dewayne O'Quinn – Term Expires January 1, 2020  
Danny Plain – Term Expires January 1, 2020

### Code Enforcement Board

Brian Leonardson – Term Expires January 1, 2018  
Anthony O'Quinn – Term Expires January 1, 2018  
Eddie Taylor – Term Expires January 1, 2018  
Curtis Johnson – Term Expires January 1, 2018  
Lynette Sirmon – Term Expires January 1, 2018  
Freddie Simmons – Term Expires January 1, 2018  
Jimmy Anderson – Term Expires January 1, 2018

### Commissioners

Wayne Vickers, Chairman – District 2  
Alston Kelley, Vice-Chairman – District 1  
Ronnie Moore – District 3  
Rick Davis – District 5  
Alfred Martin – District 4

## **PROCEDURAL RULES FOR THE MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS**

The following notices are hereby given to all persons concerning the meetings of the Board of County Commissioners of Madison County, Florida (hereinafter the "Board"):

1. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the meetings of the Board in all cases to which they are applicable and in which they are not inconsistent with the law, these rules or are otherwise waived by the Board.
2. No comments from the floor will be allowed under any circumstances.
3. The Board shall hear as many comments from the public as practicable during any meeting.
4. No member of the public may address the Board who has not previously signed up to address the Board, unless he or she is requested to do so by the Chair.
5. Any member of the public who wishes to address the Board on any topic, which appears on the agenda or otherwise, must sign up before the scheduled time for public comments.
6. All speakers will be limited to five (5) minutes per topic, unless leave is given by the Chair.
7. Any identifiable group of three (3) persons or more shall be limited to a total of ten (10) minutes per topic.
8. All members of the public given the privilege of addressing the Board, shall do so at the beginning of its scheduled meeting, or immediately following the lunch time break, if the scheduled meeting continues past the lunch time break.
9. The Chair may rule any speaker out of order and require that speaker to cease addressing the Board and if necessary order the bailiff to remove that speaker from the Commission Chambers if:
  - A. The speaker refuses to confine his remarks to the topic at hand.
  - B. The speaker becomes belligerent, irrational, or in any way disruptive to the meeting of the Board, or,
  - C. The speaker refuses to cease addressing the Board after his allotted time.
10. No agenda item will be designated for any specific time other than a time during the first three (3) hours of the meeting, unless leave is given by the Chair. All times shown on the agenda are approximate.
11. No item may be added to the agenda of the Board of County Commissioners except upon request of the Chair, a Board member, the County Manager, the Clerk of the Board or the County Attorney.
12. All decisions of the Chair concerning parliamentary procedures, decorum, or rules of order will be final, unless they are overcome by a majority of the members of the Board in attendance.
13. The Chair shall vote on all issues that come before the Board in the same manner as a member of the Board.

**Notice:** All items listed on the agenda are for discussion & possible action including vote by the Board. The Board reserves the right to amend the agenda of any meeting to the fullest extent allowed by law. Pursuant to the provisions of the Americans with Disabilities Act, if you are a person requiring special accommodations to participate in this meeting of the Board, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Billy Washington, Clerk of Court, at P.O. Box 237, Madison, Florida 32341, telephone: (850)973-1500, at least 48 hours prior to the meeting. If you are hearing or speech impaired, please call 711. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting he or she will need a record of the proceedings, and that, for such purpose, he or she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**BOARD OF COUNTY COMMISSIONERS**

**MADISON COUNTY, FLORIDA**

**COURTHOUSE ANNEX**

**MINUTES OF THE REGULAR MEETING**

**WEDNESDAY, DECEMBER 27, 2017**

**6:00 P.M.**

The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Attorney George T. Reeves, County Coordinator Brian Kauffman, and Clerk Billy Washington.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 6:00 p.m. and conducted roll call.

Commissioner Moore presented a motion to adopt the agenda. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to adopt the agenda.

Commissioner Kelley presented a motion to approve the minutes of the regular meeting held December 13, 2017. Commissioner Davis seconded the motion and the board voted unanimously (5-0) to approve the minutes.

The consent agenda contained three items, 1) Resolution 2017-12-27 authorizing the chairman to execute the Small County Road Assistance Program Agreement with Florida Department of Transportation, 2) Resolution 2017-12-27B lease agreement for boom mower, 3) Re-appointment of members to the Competency Board. Commissioner Moore presented a motion to approve the consent agenda. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the consent agenda.

Old Business Item #1, County Manager Brian Kauffman presented a survey depicting the area between the FDOT borrow pit description and the northerly right of way line of Alton Wentworth Road in Taylor County. He explained that there was a question as to whether the access road to the borrow pit did in fact provide legal access to the public right of way. According to the survey, the access road did not appear to provide legal access. The recommendation of staff was to relinquish any rights that the county had to borrow pit to FDOT. Commissioner Moore presented a motion to relinquish the county's interest in the borrow pit to FDOT. Commissioner Kelley

seconded the motion and the board voted unanimously (5-0) to relinquish interest in the borrow pit.

Public Works Item #1, Road Department Coordinator Lonnie Thigpen explained that an inspection by Ayers and Associates of bridge No. 350022 on County Road 146 over the Little Aucilla River revealed some undermining of the roadway. Mr. Thigpen along with County Engineer Bill Steves recommended hiring EGS to utilize ground penetrating radar along with soil borings to determine if the undermining is simply a cavity or a possible sinkhole. EGS indicated previously that this could be accomplished for \$7000 to \$8000. Commissioner Martin presented a motion to allow staff to engage EGS to do the work and spend the dollars required to complete the investigation within the stated range. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to approve the motion.

During petitions from the public, Mr. Donnell Davis spoke on behalf of the Community Awareness Committee. He spoke in response to a letter to the editor in the local newspaper penned by Supervisor of Elections Tommy Hardee. Mr. Davis expressed concerns that it seemed as though the board of commissioners had not yet acted on this letter. He inquired as to the course of action taken by the board thus far. Attorney Reeves outlined the timeline of events and the actions taken by the board. He stated that Mr. Hardee does not fall under the control of the board of commissioners and they have no power to remove him. The board had met individually with the auditors and directed him to contact Mr. Hardee with the options of pay back the money and self-report the incident to the governor's office or the commissioner would report the incident to the governor's office. Mr. Hardee chose to pay back the money and self-report. Mr. Davis asked if the board of commissioners could make recommendations. Mr. Reeves explained that the option the commission had was to report or allow Mr. Hardee to report the incident. At this point, any action to be taken would come from the governor's office. Mr. Davis stated that he felt as though this was a double standard. He said that in the case with the previous Supervisor of Elections and a commissioner, both were arrested. Mr. Hardee was allowed to pay back money that he had allegedly stolen. Mr. Reeves explained that the governor's office had been notified and because Mr. Hardee is a constitutional the board of commissioners could do nothing beyond notifying the governor's office. Mr. Davis asked if the sheriff's office had been notified so they could begin an investigation. Sheriff Stewart informed Mr. Davis that his office had not been notified. Sheriff Stewart indicated that he would defer any investigation into a constitutional officer to FDLE. Mr. Davis asked how the commissioners felt about the situation. The general consensus among the commissioners was that the situation was disappointing and frustrating, however at this point it is up to the governor's office to act. Mr. Davis also asked if Mr. Hardee had provided proof the monies had been repaid and the name of the individual or firm now providing bookkeeping services to the Supervisor of Election's office. The board did not have answers to either of those questions.

New Business Item #1, Mr. Kauffman presented to the board a conceptual sketch prepared by county engineer Bill Steves depicting a proposed parking plan for the area

around the Agricultural Center, O'Neal's Restaurant and the entrance to Lanier Field. The sketch showed a potential for 305 striped parking spaces. Mr. Kauffman explained that the plan was presented to FDOT to access the availability of grant money. FDOT saw the plan favorable and suggested the county work with the City of Madison to modify their plans for the repaving of College Loop (Old U.S. 90). FDOT also suggested the county obtain an option to purchase any land that may be needed to complete the design. Mr. Kauffman stated that the county would have to purchase property from one private land owner. He had spoken with the owner concerning the possibility of obtaining an option on the property. She would allow the county to have a 12 month option for \$2500. Commissioner Kelley presented a motion to authorize staff to negotiate a 12 month option to purchase property for \$2500 for a sale price of \$54000 on the Waring property adjacent to O'Neal's Restaurant. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to approve the motion.

County Engineer Bill Steves gave an update concerning FDOT paving projects. He stated that all roadways the commission had approved for paving in a previous meeting had been submitted. He did feel as though the county should obtain maintenance maps for these roadways. By consensus, the board agreed to allow the road department obtain maintenance maps for the roadways if sufficient budget money existed.

Commissioner Vickers explained that he had received several calls concerning Centurylink telephone service in the county. Commissioner Kelley had also received calls concerning Centurylink. According to the calls, citizens do not feel as though they are receiving service for which they are paying. Commissioner Kelley presented a motion to amend the agenda to include discussion and action concerning Centurylink service. Commissioner Martin seconded the motion and the board voted unanimously (5-0) to amend the agenda. Commissioner Kelley then presented a motion to direct staff to send a letter to the Commissioner of Agriculture concerning Centurylink service in Madison County. Commissioner Martin seconded the motion and the board voted unanimously (5-0) approve the motion.

Sheriff Stewart gave a brief update on medical cost issues and inmate headcount at the county jail.

Mr. Kauffman gave an update on the progress at the County Camp Road project. He also said that contrary to reports, the owners were not planting trees on the runway at the Lee Airport. Mr. Kauffman reported that the Fire Coordinator position had been filled and the coordinator will begin work on January 2, 2018.

Mr. Reeves explained that he would be bringing before the board a resolution concerning the chairmanship rotation and an interlocal agreement with the volunteer fire department in the near future.

There being no further business, the Chairman adjourned the meeting at 7:03 p.m.

Board of County Commissioners  
Madison County, Florida

By: \_\_\_\_\_  
Wayne Vickers, Chairman

ATTEST:

\_\_\_\_\_  
William D. Washington,  
Clerk to the Board of County Commissioners

## **COLLECTION CENTER ADDITIONAL HOURS**

- 1. ERIDU - NEW HOURS – TUESDAY (7AM UNTIL 7 PM) – 6 HOURS  
WEDNESDAY (7AM – 7 PM) -----6 HOURS**
  - **12 HOURS TOTAL**
  - **CLOSED ON THURSDAY**
  
- 2. SIRMINS – NEW HOURS – WEDNESDAY (7AM UNTIL 7 PM) -----6 HOURS  
THURSDAY (7AM UNTIL 7 PM)—6 HOURS**
  - **12 HOURS TOTAL**
  - **CLOSED ON TUESDAY**
  
- 3. SAN PEDRO – NEW HOURS - MONDAY (7AM UNTIL 7PM)----6 HOURS  
TUESDAY (7 AM UNTIL 7 PM) ---6 HOURS**
  - **12 HOURS TOTAL**
  - **CLOSED ON WEDNESDAY**

## **BEST SCENERIO FOR EMPLOYMENT**

- 1. HIRE ONE PERSON FOR EACH SITE FOR 12 HOURS EACH @ \$8.25 PER HOUR (\$99.00 EACH PER WEEK/\$297.00 WEEK FOR 36 HOURS WEEKLY.**
- 2. THE DATES FOR THE EXTENDED SERVICE IS VARIED, AS EACH SITE IS CLOSED ON A DIFFERENT DATE.**
- 3. ALTHOUGH 12 HOURS IS MINIMAL, IT DOES PROVIDE FOR ADDITIONAL EMPLOYEES TO ASSIST FOR BACKFILLS (VACATION, SICK, APPOINTMENTS OR OTHER AREAS THAT MAY REQUIRE COVERAGE) WHEN NEEDED.**

**MADISON COUNTY SOLID WASTE  
AND  
RECYCLING DEPARTMENT**

**SITE OPERATION HOURS**

COLLECTION CENTER	SUN	MON	TUES	WED	THURS	FRI	SAT
CHERRY LAKE /HWY 53 N	CLOSED	7AM -7PM	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM
ERIDU/150 SOUTH	CLOSED	7AM-1 PM	7AM-7PM	7AM - 7PM	CLOSED	7AM-1PM	9AM-2PM
GREENVILLE / 221 SOUTH	CLOSED	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM	7AM-7PM
LEE /255 NORTH	CLOSED	7AM-7PM	CLOSED	8AM-6PM	7AM-7PM	7AM-7PM	7AM-7PM
MADISON INDUSTRIAL /LOOP	CLOSED	7AM-7PM	CLOSED	8AM-6PM	7AM-7PM	7AM-7PM	7AM-7PM
MIDWAY/ 255 SOUTH	CLOSED	7AM-7PM	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM
PINETTA / 150 NORTH	CLOSED	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM	7AM-7PM
RAVENSWOOD/ HWY 90 EAST	CLOSED	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM	7AM-7PM
ROCK FORD ROAD /HWY 591	CLOSED	7AM-7PM	CLOSED	8AM-6PM	7AM-7PM	7AM-7PM	7AM-7PM
SIRMANS / #1 FED HWY EAST	CLOSED	1 PM - 7 PM	CLOSED	7AM-7PM	7 AM-7PM	1PM-7PM	9AM-2PM
MADISON CENTRAL /HWY 53 N	CLOSED	7AM-7PM	8AM-6PM	CLOSED	7AM-7PM	7AM-7PM	7AM-7PM
SAN PEDRO/ HWY 14 SOUTH	CLOSED	7AM-7PM	7AM-7PM	CLOSED	1PM-7PM	1PM-7PM	9AM-2PM
LIVE OAK BOTTOM	CLOSED	7AM-7PM	CLOSED	8AM-6PM	7AM-7PM	7AM-7PM	7AM-7PM



# Board of County Commissioners Madison County, Florida

## COUNTY COMMISSIONERS

- Dist. 1 **Alston Kelley** • 850-464-0896  
476 NW Whispering Pines Loop  
Madison, FL 32340
- Dist. 2 **Wayne Vickers** • 850-929-4555  
PO Box 74 • Pinetta, FL 32350
- Dist. 3 **Ronnie Moore** • 850-948-2043  
6513 NW Lovett Rd • Greenville, FL 32331



Madison County is an Equal Opportunity Employer

## COUNTY COMMISSIONERS


- Dist. 4 **Alfred Martin** • 850-464-4516  
215 SW Summerset Way • Madison, FL 32340
- Dist. 5 **Rick Davis** • 850-971-5715  
PO Box 291 • Madison, FL 32341

## ROAD DEPARTMENT

**Lonnie Thigpen**  
Coordinator

January 3, 2018

TO: Madison County Board of County Commissioners

FROM: Lonnie Thigpen, Road Department Coordinator 

SUBJECT: Bid Award Recommendation, Two New Current Model Tandem Drive Motor Graders

Bids for Two (2) New Current Model Motor Graders, Bid Number 2018 – 01, have been received, opened and reviewed. The two companies that submitted bids were Ring Power Corporation bidding Caterpillar Model 120M2 Motor Graders, and Beard Equipment Company bidding John Deere Model 620G Motor Graders. Within the Minimum Bid Specifications, bidders were asked to submit a five (5) year lease agreement option to include all terms and annual costs for leasing both motor graders, however, Ring Power Corporation submitted only the Total Cost Bid and not a five year lease option. Beard Equipment Company submitted a Total Cost Bid as well as a five year lease option as specified in the Minimum Specifications. Each model of motor grader bid meets all equipment specifications, however, Beard Equipment Company is the apparent low bidder for the total cost bid with purchase price, repair guarantee and buy back guarantee and the only bidder providing the (5) year lease option noted in the Specifications. Please see attached Bid Summary Sheet for information on all bids submitted.

The Road Department proposed budget for Fiscal Year 2017 – 2018 has included funds for the lease option for two (2) motor graders to begin in March of 2018. At this time, I recommend that Beard Equipment Company be awarded the bid for the leasing of Two (2) New Current Model John Deere Motor Graders, Model 620G with annual lease payments of \$25,742.65 per motor grader for a period of five (5) years.

Please advise.

Attachment

**BID SUMMARY SHEET**

Bid Number FY 2018 – 01

Two (1) New Current Model Tandem Drive Motor Grader, Heavy Duty Category  
Caterpillar No. 120M2, John Deere 620G, or Equivalent

January 2, 2018

COMPANY NAME	Cash Purchase Price Per Grader	Guaranteed Maximum Total Cost for Repairs for 7,500 hours or 5 Years Per Grader	Total Cost With Purchase Price and Repair Guarantee Per Grader	Guaranteed Buy-Back Price at End of 7,500 Hours or 5 Years Per Grader	TOTAL COST With Purchase Price, Repair Guarantee & Buy-Back Guarantee Per Grader	ANNUAL LEASE RATE PER GRADER
Beard Equipment Company (620G)	\$208,400.00	\$00.00	\$208,400.00	\$115,200.00	\$93,200.00	\$25,742.65 Per Grader for Five (5) Years (First payment shall be made in advance)
						Lease Rate: 3.39% Balloon Payment of \$104,200.00 due one year after Final Payment
						*SEE NOTE BELOW
Ring Power Corporation (120M2)	\$238,509.00	\$00.00	\$238,509.00	\$95,000.00	\$143,509.00	No Lease Information Provided as Part of Bid

\* **Please Note:** Although the buy-back amount on each of the motor graders quoted is \$115,200.00, BancorpSouth, the leasing agency, will only allow \$104,200.00 as A balloon payment at the end of the leasing period. Since the balloon payment is less than the actual buy-back amount, Beard Equipment Company will pay by check to the Madison County Board of County Commissioners the difference between the balloon payment and the buy-back amount which totals \$11,000.00 per motor grader.

Multi-Unit  
Price for Two  
Units

**TOTAL COST BID TABULATION FORM**  
**(Bid # 2018 - 01)**

Machine Type	Motor Grader	Brand & Model	John Deere 620G
1. Cash purchase price			\$ 208,400
2. Guaranteed maximum total cost for repairs for 7,500 hours or 5 years			\$ 0
3. Total cost with purchase price and repair guarantee. (items 1 & 2)			\$ 208,400
4. Guaranteed buy-back price (not trade-in value) at end of 7,500 hours or 5 years			\$ 115,200
5. Total cost with purchase price, repair guarantee, and buy-back guarantee			\$ 93,200

Equipment to be delivered not later than 60 Days from Date of PO

Exceptions to bid specifications:

Beard Equipment to pay Madison County the difference between the buyback amount and Bancorp Balloon payment upon time of repurchase

**Check Amount from Beard Equipment**  
**\$11,000**

*Unit has Steering wheel and Brakes are Hydraulic Multi-Disc*

Name, address, and phone number of Bidder: Beard Equipment  
7566 West Tennessee St.  
Tallahassee, FL 32304  
850-251-0741

Company Representative Name: Tommy Slay

Company Representative Signature: 

Date of Bid: 1/2/2018



12/29/2017

Sent via: [tslay@beardequipment.com](mailto:tslay@beardequipment.com)

Madison County  
P.O. Box 539  
Madison, FL 32341

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Madison County
3. Equipment Description: John Deere 620G
4. Equipment Cost: \$208,400.00
5. Lease Term: 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
5 ANNUAL PAYMENTS OF \$25,742.65 w/  
balloon \$104,200.00 due 1 year after final  
payment  
1<sup>ST</sup> PAYMENT IN ADVANCE
7. Lease Rate: 3.39%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 3/15/2018. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be

terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/31/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.



Bob Lee  
Municipal Finance Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

By: \_\_\_\_\_  
Title

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

## Info Analysis

### Payment Amortization Report

Interest Rate: 3.3900% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	3/15/18	25,742.65	25,742.65	0.00	182,657.35	0.00	0.00	182,657.35
1	4/15/18	0.00	0.00	0.00	182,657.35	516.01	516.01	183,173.36
2	5/15/18	0.00	0.00	0.00	182,657.35	517.46	1,033.47	183,690.82
3	6/15/18	0.00	0.00	0.00	182,657.35	518.93	1,552.40	184,209.75
4	7/15/18	0.00	0.00	0.00	182,657.35	520.39	2,072.79	184,730.14
5	8/15/18	0.00	0.00	0.00	182,657.35	521.86	2,594.65	185,252.00
6	9/15/18	0.00	0.00	0.00	182,657.35	523.34	3,117.99	185,775.34
7	10/15/18	0.00	0.00	0.00	182,657.35	524.82	3,642.81	186,300.16
8	11/15/18	0.00	0.00	0.00	182,657.35	526.30	4,169.10	186,826.45
9	12/15/18	0.00	0.00	0.00	182,657.35	527.78	4,696.89	187,354.24
	2018	25,742.65	25,742.65	0.00		4,696.89		
10	1/15/19	0.00	0.00	0.00	182,657.35	529.28	5,226.16	187,883.51
11	2/15/19	0.00	0.00	0.00	182,657.35	530.77	5,756.94	188,414.29
12	3/15/19	25,742.65	19,453.44	6,289.21	163,203.91	532.27	0.00	163,203.91
13	4/15/19	0.00	0.00	0.00	163,203.91	461.05	461.05	163,664.96
14	5/15/19	0.00	0.00	0.00	163,203.91	462.35	923.40	164,127.31
15	6/15/19	0.00	0.00	0.00	163,203.91	463.66	1,387.06	164,590.97
16	7/15/19	0.00	0.00	0.00	163,203.91	464.97	1,852.03	165,055.94
17	8/15/19	0.00	0.00	0.00	163,203.91	466.28	2,318.32	165,522.22
18	9/15/19	0.00	0.00	0.00	163,203.91	467.60	2,785.92	165,989.82
19	10/15/19	0.00	0.00	0.00	163,203.91	468.92	3,254.84	166,458.75
20	11/15/19	0.00	0.00	0.00	163,203.91	470.25	3,725.08	166,928.99
21	12/15/19	0.00	0.00	0.00	163,203.91	471.57	4,196.66	167,400.57
	2019	25,742.65	19,453.44	6,289.21		5,788.98		
22	1/15/20	0.00	0.00	0.00	163,203.91	472.91	4,669.57	167,873.47
23	2/15/20	0.00	0.00	0.00	163,203.91	474.24	5,143.81	168,347.71
24	3/15/20	25,742.65	20,123.26	5,619.39	143,080.65	475.58	0.00	143,080.65
25	4/15/20	0.00	0.00	0.00	143,080.65	404.20	404.20	143,484.85
26	5/15/20	0.00	0.00	0.00	143,080.65	405.34	809.55	143,890.20
27	6/15/20	0.00	0.00	0.00	143,080.65	406.49	1,216.04	144,296.68
28	7/15/20	0.00	0.00	0.00	143,080.65	407.64	1,623.68	144,704.32
29	8/15/20	0.00	0.00	0.00	143,080.65	408.79	2,032.47	145,113.11
30	9/15/20	0.00	0.00	0.00	143,080.65	409.94	2,442.41	145,523.06
31	10/15/20	0.00	0.00	0.00	143,080.65	411.10	2,853.51	145,934.16
32	11/15/20	0.00	0.00	0.00	143,080.65	412.26	3,265.78	146,346.42
33	12/15/20	0.00	0.00	0.00	143,080.65	413.43	3,679.21	146,759.85
	2020	25,742.65	20,123.26	5,619.39		5,101.94		

**Info Analysis**  
**Payment Amortization Report**

Interest Rate: 3.3900% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	1/15/21	0.00	0.00	0.00	143,080.65	414.60	4,093.80	147,174.45
35	2/15/21	0.00	0.00	0.00	143,080.65	415.77	4,509.57	147,590.22
36	3/15/21	25,742.65	20,816.14	4,926.51	122,264.51	416.94	0.00	122,264.51
37	4/15/21	0.00	0.00	0.00	122,264.51	345.40	345.40	122,609.91
38	5/15/21	0.00	0.00	0.00	122,264.51	346.37	691.77	122,956.28
39	6/15/21	0.00	0.00	0.00	122,264.51	347.35	1,039.12	123,303.63
40	7/15/21	0.00	0.00	0.00	122,264.51	348.33	1,387.45	123,651.96
41	8/15/21	0.00	0.00	0.00	122,264.51	349.32	1,736.77	124,001.28
42	9/15/21	0.00	0.00	0.00	122,264.51	350.30	2,087.07	124,351.58
43	10/15/21	0.00	0.00	0.00	122,264.51	351.29	2,438.37	124,702.88
44	11/15/21	0.00	0.00	0.00	122,264.51	352.29	2,790.65	125,055.16
45	12/15/21	0.00	0.00	0.00	122,264.51	353.28	3,143.93	125,408.44
2021		25,742.65	20,816.14	4,926.51		4,391.24		
46	1/15/22	0.00	0.00	0.00	122,264.51	354.28	3,498.21	125,762.72
47	2/15/22	0.00	0.00	0.00	122,264.51	355.28	3,853.49	126,118.00
48	3/15/22	25,742.65	21,532.87	4,209.78	100,731.64	356.28	0.00	100,731.64
49	4/15/22	0.00	0.00	0.00	100,731.64	284.57	284.57	101,016.20
50	5/15/22	0.00	0.00	0.00	100,731.64	285.37	569.94	101,301.57
51	6/15/22	0.00	0.00	0.00	100,731.64	286.18	856.11	101,587.75
52	7/15/22	0.00	0.00	0.00	100,731.64	286.99	1,143.10	101,874.74
53	8/15/22	0.00	0.00	0.00	100,731.64	287.80	1,430.90	102,162.53
54	9/15/22	0.00	0.00	0.00	100,731.64	288.61	1,719.51	102,451.14
55	10/15/22	0.00	0.00	0.00	100,731.64	289.42	2,008.93	102,740.57
56	11/15/22	0.00	0.00	0.00	100,731.64	290.24	2,299.17	103,030.81
57	12/15/22	0.00	0.00	0.00	100,731.64	291.06	2,590.23	103,321.87
2022		25,742.65	21,532.87	4,209.78		3,656.08		
58	1/15/23	0.00	0.00	0.00	100,731.64	291.88	2,882.12	103,613.76
59	2/15/23	0.00	0.00	0.00	100,731.64	292.71	3,174.83	103,906.46
60	3/15/23	104,200.00	100,731.64	3,468.36	0.00	293.54	0.00	0.00
2023		104,200.00	100,731.64	3,468.36		878.13		
<b>Totals:</b>		<b>232,913.25</b>	<b>208,400.00</b>	<b>24,513.25</b>		<b>24,513.25</b>		

## TERMS AND CONDITIONS OF CONTRACT

1. Contract. (a) Buyer requests BancorpSouth Equipment Finance, a division of BancorpSouth Bank ("Seller") to acquire the personal property (herein called "Equipment") described in the attached Delivery Order (s). Buyer agrees to buy the Equipment from Seller and Seller agrees to sell the Equipment to Buyer upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Seller at its principal office, upon the terms and conditions of this Contract (the "Contract"). Buyer represents, covenants and warrants, and as requested by Seller will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth in Section 6 and is authorized by the Constitution and laws of such State and its own internal or administrative procedure to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, and (ii) that the Contract has been duly authorized, executed and delivered by Buyer and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Buyer agrees that it will do or cause to be done all things necessary to preserve and keep the Contract in full force and effect. Buyer further represents, covenants and warrants that Buyer has complied with all bidding requirements where necessary and by due notification presented this Contract for approval and adoption as a valid obligation on its part and that Buyer has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

(b) Buyer acknowledges that Seller has agreed to enter into this Contract on the condition that a certain exception from nondeductibility of interest expense under Section 265(b) of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Buyer's use of the Equipment and to Buyer's issuance of tax-exempt obligations. In that regard, Buyer represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to Buyer, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(iii) No portion of the gross proceeds of the Contract will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(iv) This Contract and the Delivery Order (s) attached hereto have been designated as a qualified tax-exempt obligation for the purposes of Section 265 (b) of the Code; and



(v) Buyer reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by Buyer (together with qualified tax-exempt obligations issued by an entity deriving its issuing authority from Buyer or by an entity subject to substantial control by Buyer) during the current calendar year shall not exceed \$30,000,000.

(c) Buyer acknowledges and agrees that the Payments have been calculated by Seller assuming that the interest portion of each Payment is exempt from federal income taxation. Buyer represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the Payments is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) Buyer acknowledges that the representations, covenants and warranties set forth in Sections 1 (b) and 1 (c) shall survive the expiration of this Contract and that Seller may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. At the request of Buyer, Seller agrees to order the Equipment which Buyer has described in the Delivery Order (s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Buyer shall accept such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Seller to add to this Contract the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Contract. Buyer shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit D. Notice of any defects must be given to Seller within thirty (30) days of delivery. In the event the Equipment is not accepted by the Buyer within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Buyer, Seller, at Seller's option, shall have the right to cancel this Contract.

3. Warranties. Seller hereby assigns to Buyer for and during the term of this Contract all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Seller authorizes Buyer to obtain the customary services furnished in connection with such warranties and guarantees at Buyer's expense. SELLER IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Seller authorizes Buyer to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Seller assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Buyer with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Seller, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Buyer directly against suppliers. The obligation of Buyer to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of

the Buyer with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Contract Term. This Contract shall become effective upon the execution hereof by Seller. The term of this Contract shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end at the expiration of the number of periods indicated in Schedule A of the Delivery Order (s) (hereinafter the "Contract Term"). The Contract shall be automatically renewed on a year-to-year basis except as provided for in Section 5 and Section 14 below.

5. Payments. (a) Buyer agrees to pay total Payments ("Payments") set forth in Section A of the Delivery Order (s), including the interest, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Seller (or such other place as Seller may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Buyer of Seller as a condition precedent to payment shall be fully explained and provided to seller prior to execution of this Contract. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Buyer reasonably believes that funds can be obtained sufficient to make all Payments during the Contract Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bone fide best efforts to have such portion of the budget approved. It is Buyer's intent to make Payments for the full Contract Term if funds are legally available therefor and in that regard Buyer represents that the use of the Equipment is essential to its proper efficient and economic operation and that the functions performed by the Equipment could not and will not be transferred to other equipment now available or which may be subsequently acquired for use by Buyer during the Contract Term.

(c) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for Payments due under this Contract, then the Buyer shall immediately notify Seller or its assignee of such occurrence and this Contract shall create no further obligation of Buyer as to such fiscal year and shall be null and void, except as to the portions of Payments for which funds shall have been appropriated and budgeted. In such event, this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Buyer of any kind whatsoever. Subsequent to such termination of this Contract, Buyer shall have no continuing obligation to make Payments under this Contract. No right of action or damages shall accrue to the benefit of Seller, or its assignee, as to that portion of this Contract which may so terminate except as specifically provided in the last paragraph of this Section 5. In the event of such termination, Buyer agrees to peacefully surrender possession of the Equipment to Seller or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Seller. Seller shall have all legal and equitable rights and remedies to take possession of the

Equipment.

(d) Notwithstanding the foregoing, Buyer agrees (i) that it will not cancel this Contract under the provisions of Section 5 (c) if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which such termination occurs or the next succeeding fiscal year thereafter, and (ii) that it will not during the Contract Term give priority in the application of funds to any other functionally similar equipment or services. Section 5 (c) shall not be construed so as to permit Buyer to terminate this Contract in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same applications for which the Equipment is intended.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Delivery Order (s) and shall not be removed therefrom without Seller's prior written consent.

7. Use; Repairs. Buyer shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Buyer, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Buyer shall not make any alterations, additions or improvements to the Equipment without Seller's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Buyer shall bear the entire risk of loss or damage to all equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Buyer of the obligation to make Payments or any other obligation under this Contract. In the event of damage to any item of Equipment, Buyer shall immediately place the same in good repair. If Seller determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Buyer at the option of Seller shall:

(a) Replace the same with like equipment in good repair; or

(b) Pay Seller in cash all of the following: (i) all amounts then owed by Buyer to Seller under this Contract, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to the Delivery Order. Upon seller's receipt of such payment, Buyer shall be entitled to whatever interest Seller may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Buyer shall, during the term of this Contract, purchase and maintain insurance, or with Seller's prior written consent may self-insure, covering specifically all

Equipment of every description under this Contract against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Seller and shall carry public liability and property damage insurance sufficient to protect Seller from liability in all events. The proceeds under this insurance shall be payable to Buyer and Seller or its assignee as additional insured as their interest may appear under the terms and conditions of this Contract. Upon acceptance of the Equipment and upon each insurance renewal date, Buyer shall deliver to Seller or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Buyer shall promptly provide Seller with written notice thereof and make available to Seller all information and documentation relating thereto.

11. Liens and Taxes. Buyer shall keep the Equipment free and clear of all levies, liens and encumbrances. Buyer shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Seller's income. If Buyer fails to pay said charges and taxes when due, Seller shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Buyer shall pay Seller the amount thereof upon demand whether or not Seller shall have advanced the funds for Buyer.

12. Indemnity. Buyer shall indemnify Seller against and hold Seller harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment. (a) Without Seller's prior consent, Buyer shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Contract or the Equipment or any interest in this Contract or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Buyer or Buyer's employees. Seller may, without the consent of Buyer, assign its rights, title and interest in and to this Contract, and all attachments hereto including Delivery Order (s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Contract or the Equipment, in whole or in part and its assignee may reassign this Contract. Buyer agrees that this Contract may become a part of a pool of contract obligations at Seller's option, and Seller or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Seller under this Contract. Buyer shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Contract and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Contract, Buyer shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Seller's interest herein, Seller will cause written notice

of such assignment to be sent to Buyer and, upon receipt of such notice of assignment, Buyer shall: (i) acknowledge the same in writing to Seller; and (ii) record the assignment in Buyer's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Seller or by Buyer to evidence the assignment.

14. Prepayment. At the written request of Buyer, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to the Delivery Order (s), Seller shall convey all of Seller's right, title and interest in and to the Equipment to Buyer upon payment of the applicable Concluding Payment and the Base Payment then due, if Buyer is not on such date in default pursuant to any term of this Contract. Upon satisfaction by Buyer of such purchase conditions, Seller shall deliver to Buyer a full release of any right, title or interest of Seller in and to the Equipment.

15. Taxes and Title to Equipment. In addition to other payments to be made pursuant to this Contract, Buyer shall indemnify and hold Seller harmless from and against, and shall pay Seller, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Seller, Buyer or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Seller. Buyer may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Contract is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Buyer, subject to immediate and automatic reversion to Seller upon any default by Buyer or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Seller otherwise elects in writing.

To secure all of its obligations hereunder, Buyer grants to Seller a first and prior security interest in any and all right and interest of Buyer in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. Buyer further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of Seller.

16. Personal Property. The Equipment is, and shall at all times during the Contract Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder Buyer grants to Seller a first and prior security interest in any and all right and interest of Buyer in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all

financing statements and other instruments necessary or appropriate to evidence such security interest. Buyer further agrees that the Uniform Commercial Code of the state shall apply as between the parties hereto and assignees of Seller.

18 Events of Default. The Buyer shall be in default under this Contract upon the occurrence of any of the following events:

(a) Nonpayment when due or within 6 days thereafter of any installment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Contract and the continuance of such breach for a period of 10 consecutive days following Buyer's receipt of written notice thereof from Seller;

(c) If any representation or warranty made by Buyer or by any agent or representative of Buyer herein or in any document or certificate furnished Seller in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Buyer shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Buyer or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar proceedings shall be instituted by or against Buyer;

(e) If any order, judgment or decree shall be entered against Buyer by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Buyer or its property whereby any of the Equipment or any substantial part of Buyer's property may be taken or restrained;

(f) If Buyer shall default in the performance of any obligation or in payment of any sum due to the Seller under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Buyer for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Seller, in the exercise of reasonable judgment, shall determine that Buyer is generally not paying its debts as such debts become due. In addition, Buyer shall give Seller 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to the Equipment in bankruptcy proceedings, and shall include in said

written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Contract as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Seller shall retain its rights to such other remedies as may be set forth in this Contract.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Seller, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date under this Contract to be immediately due and payable without notice or demand;

(b) Terminate this Contract as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Buyer or any agent of Buyer where the leased Equipment may be, or is believed to be by Seller, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property. Buyer hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Buyer, at its expense, promptly to return the Equipment to Seller, at such place as Seller may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Buyer or at any other location without affecting the obligations of Buyer as provided in this Contract;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Seller may determine, free and clear of any rights of Buyer, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Seller to Buyer not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Buyer of the applicable covenants of this Contract or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Seller under any applicable law upon a default by Buyer. In addition, Seller shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid rent or other sums which are due and payable up to the date the equipment is returned to or repossessed by Seller,

(ii) Any expense paid or incurred by Seller in Connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Seller from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of the Contract term if this Contract is not assumed by the Buyer in a bankruptcy proceeding. Should Seller, however, estimate its actual damages to exceed the foregoing, Seller may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Seller under this Contract are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Seller at law or in equity. Buyer agrees to pay Seller all attorneys' fees and all costs and expenses incurred by Seller in connection with the enforcement of the terms of the Contract or any right or remedy hereunder. Any repossession or subsequent sale or lease by the Seller of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against the Buyer shall not bar the Seller's right to repossess any or all items of Equipment. Buyer waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Seller in the event of a default hereunder by Buyer.

20. Amendments and Addendums. This Contract may be amended or any of its terms modified only by written consent of Buyer and Seller or its assignee.

In the event Buyer desired to buy other equipment, the parties may execute an addendum to this Contract with respect to such other equipment by (i) executing a delivery order for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by the Contract. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

- (a) The Contract, which provides basic terms and conditions;
- (b) An executed delivery order and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Contract shall be made in writing and



mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Contract.

23. Governing Law. This Contract shall be governed by the provisions hereof and by the laws of the State where the Equipment is located.

24. Delivery of Related Documents. Buyer will execute or provide as required by Seller, the following documents and information satisfactory to Seller:

- (a) Equipment Acceptance Notice;
- (b) Legal opinion of counsel as described in Section 1 above;
- (c) Statement of Buyer describing the essential functions and uses of the Equipment;
- (d) Documents evidencing title and delivery;
- (e) Maintenance contract regarding Equipment;
- (f) Uniform Commercial Code Financing Statements;
- (g) Certificates of liability and casualty insurance naming Seller and its assigns as additional insureds;
- (h) Invoicing instructions; and
- (i) Other documents as reasonably requested by Seller.

25. Entire Agreement; Waiver. This Contract, together with the Delivery Order (s) and other attachments hereto, and other documents or instruments executed by Buyer and Seller in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of the Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The waiver by Seller of any breach by Buyer of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

**SELLER:**  
BancorpSouth Equipment Finance  
a division of BancorpSouth Bank  
P.O. Box 15097  
12 Thompson Park  
Hattiesburg, MS 39404-5097

By: Rhonda Buis  
Title: SR VP  
Date: 8/18/14

**BUYER:**  
Madison County, Florida  
P. O. Box 539  
Madison, FL 32341

By: [Signature]  
Title: Chairman, Board of County Commissioners  
Date: 7/16/2014

ADDENDUM TO LEASE CONTRACT

Madison County, a political subdivision of the State of Florida (the "County") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor")

are entering into certain contract document(s) designated as (collectively the "Contract") for the lease-purchase of certain equipment by the County from the Lessor, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Any provision of the Contract to the contrary notwithstanding, Florida law shall apply herein and in the interpretation and enforcement of the Contract without regard to Florida's choice of law rules.
2. Under Florida law, the County can only be bound to the express written terms of a contract. *State, Agency for Health Care Admin. v. MIED, Inc.*, 869 So.2d 13 (Fla. 1st DCA 2004); *County of Brevard v. Miorelli Eng'g, Inc.*, 703 So.2d 1049 (Fla.1997)
3. Under Florida law, private parties who contract with the County do so at their peril and are bound to ascertain the legal limits of the County's authority to enter into such contracts. Regardless of the provisions of such contracts, the County will not be bound to contractual provisions which are contrary to Florida law. *See, Ramsey v. Kissinnee*, 139 Fla. 107, 190 So. 474 (Fla.1939); *City of Hollywood v. Witt*, 789 So.2d 1130 (Fla. 4th DCA 2001); *Palm Beach County Health Care Dist. v. Everglades Mem'l Hosp., Inc.*, 658 So.2d 577 (Fla. 4th DCA 1995); *City of Panama City v. T & A Utilities Contractors*, 606 So.2d 744 (Fla. 1st DCA 1992); *Club on the Bay, Inc. v. City of Miami Beach*, 439 So.2d 325 (Fla. 3d DCA 1983), *rev. den.*, 439 325 (Fla. 1984); *Town of Indian River Shores v. Coll*, 378 So.2d 53 (Fla. 4th DCA 1979)
4. Under Florida law, the County cannot grant a security interest in real or personal property. *See, Florida Attorney General Opinion 98-71 (1998)*
5. Under Florida law, the County cannot indemnify a private entity. *See, Florida Attorney General Opinions 2000-22 (2000); 93-34 (1993)*
6. Under Florida law, the County cannot be required to pay interest or penalties for late payments except as set out in the Local Government Prompt Payments Act in Ch. 218, Florida Statutes.
7. Any provision of the Contract to the contrary notwithstanding, the Lessor assumes all risk that the Contract does not comply with Florida law including, without limitation, the provisions of Florida law referenced above. The rendering of any provisions of the Contract unenforceable by the operation of law shall not be deemed a material breach of the Contract nor relieve any party of its rights or obligations which may remain under the Contract. As the Lessor assumes all risk that a provision of the Contract may be rendered

unenforceable under Florida law, the Lessor shall not be able to claim that it justifiably relied on any representation it believes may have been made by the County to it to the contrary.

8. Any provision of the Contract to the contrary notwithstanding, the County shall not become liable under the Contract until and unless the County acknowledges (in writing and after reasonable inspection) that the equipment has been delivered timely, is the equipment ordered and is in good working order.
9. Any provision of the Contract to the contrary notwithstanding, all manufacturer warranties and guarantees, express and implied, and rights to services in connection with such warranties and guarantees, on the equipment which is the subject of the Contract, shall be assigned to the County on the effective date of the Contract and may thereafter be enforced by the County in its own name.
10. The existence of this addendum shall be referenced in the documents making up the Contract as well as the legal opinion letter and resolution of the Board approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

Ronnie L. Mora

04-29-15

Date

As the County's authorized representative

Rhonda C. Fains

5-8-2015

Date

As the Lessor's authorized representative

Sample

**SPECIAL STIPULATIONS**

**SELLER:** BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P. O. Box 15097

Hattiesburg, MS 39404-5097

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

Title: \_\_\_\_\_

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

**BUYER:**

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

Title: \_\_\_\_\_

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

- NONE -

**EXHIBIT A**

Simple

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE BUYER'S LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

Re: Equipment Contract dated \_\_\_\_\_ and Delivery Order No. \_\_\_\_\_ thereto, dated \_\_\_\_\_, by and between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, as Seller, and \_\_\_\_\_, as Buyer.

Ladies and Gentlemen:

I am attorney for \_\_\_\_\_ (the "Buyer") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Contract (the "Contract").

Based on the examination of the Contract and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Either the Buyer is a state, territory, a possession of the United States, the District of Columbia, or a political subdivision thereof (as such terms are defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) or the Buyer is a constituted authority (as such term is defined in Section 103 of the Internal Revenue Code and the Regulations thereunder) empowered to issue obligations on behalf of one of the foregoing entities, and the Buyer is authorized by the Constitution and laws of the State of Florida to enter into the transactions contemplated by the Contract and to carry out its obligations thereunder.
2. The Contract has been duly authorized, executed and delivered by the Buyer and constitutes a valid, legal and binding obligation of the Buyer enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Buyer of the Contract and the transactions contemplated thereby.

**EXHIBIT B**

4. The entering into and performance of the Contract and other related documents will not violate any judgment, order, law or regulation applicable to the Buyer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Buyer or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Buyer is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Buyer, threatened against or affecting the Buyer in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Buyer to perform its obligations under the Contract.

6. The equipment subject to the Contract is personal property and when subjected to use by the Buyer, will not be or become fixtures under the laws of the State in which it is located.

7. All required public bidding procedures regarding the award of the Contract have been followed by the Buyer.

Sincerely,

Sample

DELIVERY ORDER NO:

Dated as of: \_\_\_\_\_

To Contract No:

THIS DELIVERY ORDER is issued pursuant to an Equipment Contract dated as of \_\_\_\_\_ (the "Contract"), between the parties to the Contract to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Contract.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Contract for the Equipment designated on this Delivery Order are \_\_\_\_\_. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as follows: \_\_\_\_\_. Buyer shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of N/A per month based on the amount of any Payments which remain unpaid for ten (10) days after the due date.

C. FISCAL YEAR.

Buyer's fiscal year period is from \_\_\_\_\_ to \_\_\_\_\_.

D. CONCLUDING PAYMENT.

Buyer shall have the option to purchase the Equipment described herein in accordance with Paragraph 14 of the Contract upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Contract includes the following:

EXHIBIT C



F. LOCATION.

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G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility will incur a rate of not less than \_\_\_\_\_ %.
2. Loss of tax-exempt interest will incur a rate of not less than \_\_\_\_\_ %.

**THE TERMS GOVERNING THIS DELIVERY ORDER ARE CONTAINED IN THE CONTRACT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.**

Seller shall not be bound by this Agreement until it is executed by an authorized officer of Seller at Seller's principal place of business.

DATED as of the day and year first above stated on this Delivery Order.

**SELLER:**

BancorpSouth Equipment Finance, a  
division of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

**BUYER:**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

Sample

EQUIPMENT ACCEPTANCE NOTICE

**TO:** BancorpSouth Equipment Finance, a division of BancorpSouth Bank

**RE:** Contract No.

This is to acknowledge that the delivery and/or installation of the Equipment, described in Delivery Order No. \_\_\_\_\_ dated as of \_\_\_\_\_ has been completed in accordance with the terms of the above-referenced Contract and that the Buyer has duly delivered to and received in proper form from Seller all purchase orders, invoices or such forms or documents required by Buyer to assure commencement of Payments on \_\_\_\_\_, in accordance with Section 2 of the Contract.

The undersigned has inspected said Equipment. It satisfied provisions of Section 2 of the above-referenced Contract, and it is accepted according to the provisions contained therein.

**BUYER:**

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

Title: \_\_\_\_\_

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

**EXHIBIT D**

Sample

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT WITH BancorpSouth Equipment Finance, A DIVISION OF BANCORPSOUTH BANK

WHEREAS, (the "Governing Body") of (the "Buyer"), acting for and on behalf of the Buyer hereby finds, determines and adjudicates as follows:

1. The Buyer desires to enter into a Contract with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Contract") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Seller") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment").

2. It is in the best interest of the residents served by Buyer that the Buyer acquire the Equipment pursuant to and in accordance with the terms of the Contract; and

3. It is necessary for the Buyer to approve and authorize the contract.

4. The Buyer desires to designate the Contract as a qualified tax-exempt obligation of Buyer for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Buyer as follows:

Section 1. The Contract and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Seller and the Buyer is hereby approved and \_\_\_\_\_ (the "Authorized Officer") is hereby authorized and directed to execute said Contract on behalf of the Buyer.

Section 2. The Contract is being issued in calendar year .

Section 3. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Buyer hereby designates the Contract as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year \_\_\_\_\_, Buyer has designated \$ \_\_\_\_\_ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, Buyer will not designate more than \$10,000,000 of obligations issued during calendar year \_\_\_\_\_ as qualified tax-exempt obligations.

Section 8. Buyer reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Buyer during calendar year \_\_\_\_\_ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations including tax-exempt obligations issued by all entities deriving their issuing authority from Buyer or by an entity subject to substantial control by Buyer as provided in Section 265(b)(3) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Buyer to do all things necessary in furtherance of the obligations of the Buyer pursuant to the Contract, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, \_\_\_\_\_ moved that the foregoing resolution be adopted. \_\_\_\_\_ seconded the motion for its adoption. The \_\_\_\_\_ put the question to a roll call vote and the result was as follows:

_____	Voted:	_____
_____	Voted:	_____
_____	Voted:	_____
_____	Voted:	_____
_____	Voted:	_____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(S E A L)

Sample

**CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS**

I, the \_\_\_\_\_ of \_\_\_\_\_ (the "Buyer"), am duly authorized to execute that certain Contract, dated as of \_\_\_\_\_, (the "Contract") by and between Buyer and BancorpSouth Equipment Finance, a division of BancorpSouth Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Contract has been designated by Buyer as a qualified tax-exempt obligation of Buyer for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Buyer is a political subdivision of the State of Florida.

3. The Contract is being issued in calendar year \_\_\_\_\_.

4. Neither any portion of the gross proceeds of the Contract nor the Equipment identified to the Contract shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Contract (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Buyer) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Contract are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Buyer had designated the Contract as qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of the Buyer on \_\_\_\_\_.

8. In calendar year \_\_\_\_\_, Buyer had designated \$ \_\_\_\_\_ of tax-exempt obligations (including the Contract) as qualified tax-exempt obligations. Including the Contract herein so designated, Buyer will not designate more than \$10,000,000 of obligations issued during calendar year \_\_\_\_\_ as qualified tax-exempt obligations.

9. Buyer reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Buyer during calendar year \_\_\_\_\_ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Buyer or by an entity subject to substantial control by Buyer, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

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

Title: \_\_\_\_\_

**THIS IS AN ESSENTIAL USE LETTER. IT SHOULD BE TYPED  
ON THE BUYER'S LETTERHEAD.**

BancorpSouth Equipment Finance,  
a division of BancorpSouth Bank  
P. O. Box 15097  
Hattiesburg, MS 39404-5097

Re: Contract No. \_\_\_\_\_, dated \_\_\_\_\_

Ladies and Gentlemen:

The equipment purchased under the above-referenced contract, and associated peripheral equipment that we are buying under said contract, will be used by the \_\_\_\_\_. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include \_\_\_\_\_  
\_\_\_\_\_ and are deemed to be essential to the efficient operation of the  
\_\_\_\_\_.

Sincerely,

## Motor Grader Comparison

Item	John Deere		Price	Buyback		Caterpillar	Price	Buyback
1	620G Motor Grader		\$208,400	\$115,200		120M2 Motor Grader	\$238,509	\$95,000
2	620G Motor Grader		\$208,400	\$115,200		120M2 Motor Grader	\$238,509	\$95,000
3	670G Motor Grader		\$244,508	\$121,000		12M Motor Grader	\$260,582	\$105,000
4	Multi-unit discount			\$10,000		Multi-unit discount	N/A	
5	New Sloper Blade	\$40,200				New Sloper Blade	\$41,825	
6	Existing Sloper Blade	\$ 7,425	\$7,425			Existing Sloper Blade	N/A	
Sub Total			\$668,733	\$361,400			\$779,425	\$295,000
Total Cost			\$307,333				\$484,425	



# Selling Equipment

Quote Id: 16585449

Customer: MADISON COUNTY BOARD OF COMMISSIONERS

## JOHN DEERE 670G MOTOR GRADER

<p><b>Equipment Notes:</b> Per Florida Sheriffs Contract #FSA17-VEH15.0                  Total Cost Bid for 7500 HR or 60 Months with Performance Bond                  Buyback \$121,000                  Selling Price for Multi Unit Discount is \$224,508 which is a discount of \$10,000</p>	<p><b>Suggested List</b>                  \$ 370,976.40  <b>Selling Price</b>                  \$ 234,508.00</p>
---	--

Hours:

Stock Number:

Code	Description	Qty	Unit	Extended
8440T	670G MOTOR GRADER	1	\$ 291,842.00	\$ 291,842.00
<b>Standard Options - Per Unit</b>				
170C	JDLink Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1010	Standard Antler Rack Hydraulic Controls	1	\$ 0.00	\$ 0.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 46,848.00	\$ 46,848.00
1240	Dual 100 Amp Alternators (200 Amp total)	1	\$ 938.00	\$ 938.00
1310	Quick Service Group	1	\$ 660.00	\$ 660.00
1410	Standard Fuel & Water Filtration	1	\$ 0.00	\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 185.00	\$ 185.00
1830	Engine Exhaust with Flat Black Stack (EPA FT4 only)	1	\$ 0.00	\$ 0.00
1920	No Blade Impact Absorption System	1	\$ 0.00	\$ 0.00
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1	\$ 1,331.00	\$ 1,331.00
2575	No Grade Control Base Kit Installed	1	\$ 0.00	\$ 0.00
2605	English Labels and Decals	1	\$ 0.00	\$ 0.00
2775	No Topcon 3D GPS Grade Control System installed	1	\$ 0.00	\$ 0.00
2810	Single Input Gearbox without Slip Clutch	1	\$ 0.00	\$ 0.00
4923	No Brand Preference	1	\$ 14,740.00	\$ 14,740.00
5020	Low Cab w/ Fixed Lower Front and Side Windows	1	\$ 0.00	\$ 0.00
5520	Manual Shift Transmission (no Autoshift)	1	\$ 0.00	\$ 0.00
5710	Transmission Solenoid Valve Guard	1	\$ 209.00	\$ 209.00
5815	Hydrau	1	\$ 0.00	\$ 0.00
6030	No Powered Cab Air Precleaner	1	\$ 0.00	\$ 0.00

# Selling Equipment

Quote Id: 16585449

Customer: MADISON COUNTY BOARD OF COMMISSIONERS

6130	Premium Heated, Leather/Fabric, High-Wide Back, Air Suspension Seat with Armrests	1	\$ 1,170.00	\$ 1,170.00
6530	Base Hydraulics w/ 2 Auxiliary Function Controls	1	\$ 3,084.00	\$ 3,084.00
6610	Base Hydraulics- 4 Function Controls	1	\$ 0.00	\$ 0.00
6750	Less Front Attachment	1	\$ 0.00	\$ 0.00
6850	No Rear Attachment	1	\$ 0.00	\$ 0.00
7130	Grading Lights (10 Halogen Lights)	1	\$ 1,077.00	\$ 1,077.00
7820	No Front Fenders	1	\$ 0.00	\$ 0.00
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1	\$ 0.00	\$ 0.00
8210	Exterior Mounted Rearview Mirrors	1	\$ 0.00	\$ 0.00
8310	Lower Front Intermittent Wiper & Washer	1	\$ 658.00	\$ 658.00
8410	AM/FM Radio with Aux and Weather Band (WB)	1	\$ 966.00	\$ 966.00
8510	Air Conditioner Refrigerant Charged	1	\$ 0.00	\$ 0.00
8730	No Sound Absorption Package	1	\$ 0.00	\$ 0.00
8820	No Rear Camera	1	\$ 0.00	\$ 0.00
9210	Decelerator	1	\$ 298.00	\$ 298.00
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 128.00	\$ 128.00
9280	Slow Moving Vehicle (SMV) Sign	1	\$ 85.00	\$ 85.00
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1	\$ 668.00	\$ 668.00
9380	Heavy Duty Air Cleaner - 9.0L 14 in	1	\$ 987.00	\$ 987.00
9395	Adjusting Rotary Ejector Precleaner	1	\$ 546.00	\$ 546.00
9723	17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 1PC RIM	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 74,578.00</b>
<b>Value Added Services</b>				
	Extended Warranty	1	\$ 0.00	\$ 0.00
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 2,956.40	\$ 2,956.40
	Setup	1	\$ 1,600.00	\$ 1,600.00
<b>Other Charges Total</b>				<b>\$ 4,556.40</b>
<b>Suggested Price</b>				<b>\$ 370,976.40</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -136,468.40</b>	<b>\$ -136,468.40</b>
<b>Total Selling Price</b>				<b>\$ 234,508.00</b>



**Ring Power Corporation**  
 500 World Commerce Parkway  
 St. Augustine, FL 32092

**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**

Quote Prepared For:  
 Madison County

1/4/2018

**(1) NEW CATERPILLAR 12M MOTORGRADER**

**CONTRACT DETAILS**

Florida Sheriff's Association
Bid # FSA 16-VEH14.0
Specification # 34, Motorgrader
Extension Dates: October 1, 2017 Through September 30, 2018

**BASE MACHINE**

BASE	Caterpillar 120M Per Sheriff's Contract Specifications	\$189,346
384-8606	Upgrade to 12M, Base Machine Only	\$28,467
<b>TOTAL OF BASE MACHINE</b>		<b>\$217,813</b>

**NON-SPECIFIED OPTIONS**

385-9294	GLOBAL ARRANGEMENT	NC
349-3047	MOLDBOARD, 14' BASIC	\$1,200
337-7510	HITCH, TOWING	\$565
353-3316	WEATHER, STANDARD	NC
305-2927	LINES, STANDARD W/O ACCUMULATOR	NC
380-6775	PRECLEANER, SY-KLONE	\$790
324-5328	DRAIN, GRAVITY, ENGINE OIL	NC
385-8099	BASE + 4 (WM, WT-FLOAT, FL, RIP)	\$9,400
394-3945	STARTER, ELECTRIC, HEAVY DUTY	NC
309-9879	LIGHTS, FRONT HEADLIGHTS, LOW	\$2,645
385-9554	CAB, PLUS (STANDARD GLASS)	\$1,165
397-7457	CAB, PLUS (INTERIOR)	\$3,160
394-1492	SEAT BELT	NC
464-6804	PRODUCT LINK, SATELLITE PLE631	NC
362-5222	NO ACCUGRADE	NC
357-9151	JOYSTICK CONTROLS, BASIC	NC
254-7970	TIRES, 17.5R25 MX XHA * L3 SP	\$13,440
323-6970	GUARD GP, HITCH	NC
469-8157	COOLANT, 50/50, -35C (-31F)	NC
386-1254	LANGUAGE, ENGLISH	NC
442-9940	DECALS, ENGLISH (U.S.)	NC
395-1967	LIGHTS, WORKING, PLUS	\$1,085
338-1132	LIGHT, LED WARNING STROBE	\$590
361-3137	MOUNTING, WARNING LIGHT	\$760
396-3921	CAMERA, REAR VISION	\$2,665

233-3295	MIRRORS, OUTSIDE MOUNTED	<u>\$520</u>
	SUB TOTAL	\$37,985
	LESS 34% SHERIFF'S CONTRACT DISCOUNT	<u>(\$12,915)</u>
	<b>TOTAL OF NON-SPECIFIED OPTIONS</b>	<b>\$25,070</b>

**NON-CONTRACT OPTIONS**

	ROME SLOPER ATTACHMENT	\$35,325
	INSTALLATION OF SLOPER	\$6,500
	FIRE EXTINGUISHER INSTALLED	\$250
	(2) O & O MANUALS	\$200
	CAB MOUNTED FIRE EXTINGUISHER	\$250
	5 YEAR / 7,500 HOUR PREMIER ESC WARRANTY	<u>\$22,400</u>
	<b>TOTAL OF NON-CONTRACT OPTIONS</b>	<b>\$64,925</b>

	SUB TOTAL	\$307,808
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$5,401)</u>
	<b>TOTAL TRANSACTION PRICE</b>	<b>\$302,407</b>

**GUARANTEED REPURCHASE**

RING POWER CORPORATION WILL GUARANTEE TO REPURCHASE THIS MACHINE AFTER 5 YEARS / 7,500 HOURS FOR \$105,000. THE MACHINE MUST BE IN GOOD WORKING CONDITION WITH AT LEAST 20% TIRE LIFE REMAINING. ANY DAMAGES MUST BE REPAIRED BEFORE THE COUNTY RETURNS THE MACHINE. NOTE:  
 Upon the termination of the lease  
 Madison County will retain ownership of  
 the ROME Slopper, removal will be at  
 Madison County's expense

**LEASE OPTION**

<b>LEASE OPTION 1 STRAIGHT PAYOUT</b>		
	SALES AMOUNT	\$302,407
	DOC STAMPS	<u>\$450</u>
	TOTAL AMOUNT TO FINANCE	\$302,857
	60 PAYMENTS IN ADVANCE	\$5,361
	5 ANNUAL PAYMENTS IN ADVANCE	\$64,852
<b>LEASE OPTION 1 WITH REPURCHASE AS THE OPTION</b>		
	SALES AMOUNT WITH SCARIFIER	\$302,407
	DOC STAMPS	<u>\$450</u>
	TOTAL AMOUNT TO FINANCE	\$302,857
	60 PAYMENTS IN ADVANCE	\$3,711
	5 ANNUAL PAYMENTS IN ADVANCE	\$44,804

# **Madison County Board of County Commissioners Personnel Policies and Procedures**



**Approved by the Madison County Board of County Commissioners on**

**June 7<sup>th</sup>, 2006**

**Amended by the Madison County Board of County Commissioners on**

**April 13, 2016**

**The Madison County Board of County Commissioners reserves the right to make any changes to this policy at any time.**

## SECTION 1 INTRODUCTION

### 1.01 Purpose

The purpose of these policies and procedures ~~rules and regulations~~ is to establish procedures, which will serve as a guide to cover most personnel actions. The final interpretation and application of these rules and regulations shall be made by the Madison County Board of County Commissioners, or its designee. The Board reserves the right to amend, alter, modify, delete and add to these rules and regulations as it deems appropriate to serve the best interest of the residents, employees, and citizens of Madison County, Florida. These provisions do not intend to, nor do they create a contract for employment.

The Human Resources ~~Personnel Office~~ objectives of Madison County are:

- A. To recruit, select, and advance employees on the basis of their ability, knowledge, skills and demonstrated performance.
  
- B. To provide a pay plan and employee benefits which are fair and competitive.
  
- C. To train and develop employees to assure successful performance and to provide for personal growth.
  
- D. To retain and advance employees on the basis of their ability to successfully Perform their jobs.
  
- E. To assure fair treatment of applicants and employees in all aspects of Human Resources administration without regard to race, color, national origin, sex, age, disability, religion or political affiliation; and with regard for their privacy and constitutional rights.
  
- F. To promote a grievance procedure which will provide prompt and appropriate settlement of employee grievances.

### 1.02 Scope

**These policies are not intended to create an employment contract with the persons to whom they may be applicable.**

These policies shall apply to employees under the jurisdiction of the Board of County Commissioners except for the following categories:

- A. Members of the Board.
  
- B. Board appointees.
  
- C. Persons employed on a contractual basis.
  
- D. Elected officials.

E. All independent constitutional officers and employees of independent Constitutional Officers (e.g., Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of the Court).

### **1.03 Administration**

The County Coordinator shall be responsible for the overall administration of these policies and procedures ~~rules and regulations~~. The Department Heads are responsible for the operation of their department, for the creation and enforcement of department rules and policy and for the effective administration of these rules to their area of activity. Specific administrative responsibilities are the responsibility of the County Coordinator and/or his/her designee.

Such responsibilities include:

1. to administer, interpret and enforce the rules and regulations and to recommend modifications;
2. to provide assistance and support to the Department Heads as they recruit, hire, supervise, direct, and discipline, up to and including discharge, the workforce of the County subject to these policies and procedures ~~rules and regulations~~;
3. to provide initial orientation of employees to include familiarization with policies, rules and regulations, benefits and working conditions;
4. to provide custody, maintenance and disposition of the official personnel files and records to include employment, fringe benefits, training and other forms and records as required. These files are to be located within the office of the County Coordinator.
5. to provide and/or coordinate employee training programs;
6. to maintain Pay and Position Classification Plans and recommend changes to ensure payment of wages and benefits consistent with those in the County and other similarly situated governmental entities subject always to the financial of the ability of the County and sound fiscal planning;
7. to conduct periodic wage and benefit surveys;
8. to foster and develop programs for the improvement of employee relations; morale and effectiveness; and
9. to review departmental rules and regulations to ensure that they are not inconsistent with these policies and procedures ~~rules and regulations~~.

All County employees shall be responsible to the County Coordinator to assist all matters relating to the morale, discipline, supervision and efficient performance of the workforce of Madison County.

#### **1.04 Residency Requirement**

There shall be no Florida or County residency requirement for any person as a condition precedent to employment by the County. EMS employees will be subject to department rules regarding response time, which may include residency restrictions. The only exception to the residency requirement will be for the County Coordinator, who will be required to establish residency within Madison County.

#### **1.05 Public Employee Oath**

Without any exceptions, all persons employed by the County shall be required to ~~complete the~~ ~~take a~~ public employee oath ~~in the form~~ as shown in Appendix A, and prescribed in Section 876.05, Florida Status, at the time of accepting employment.

#### **1.06 Employment of Department Heads**

It shall be the policy of the County Coordinator to publish a “Notice of Position Available” in the event that a department head position becomes vacant. The notice shall be published once in a local newspaper, with Career Source North Florida and other publication as deemed appropriate by the County Coordinator. The notice shall state the name of the position, the duties required thereof and other requirements of the Board, including the qualifications, experience, training, and other selection criteria established for the position, and that the salary shall be negotiable. All applicants must furnish a written application for the position within such period of time as may be designated by the County Coordinator in the notice. The County Coordinator may reject any and all applications and republish the “Notice of Position Available”. The County Coordinator may appoint an acting Department Head in the event of a vacancy pending compliance with this section.

#### **1.07 Definitions**

For purposes of administering these policies, the following definitions shall apply:

**Affirmative Action** - Any activity initiated by the County which contributes toward the greater utilization of minorities, females, the elderly, and the disabled.

**Anniversary Date** - The date an employee begins employment and the same date in the following years. This is the date upon which entitlement to fringe benefits is based. The anniversary date may be changed in accordance with these rules and regulations.

**Appeal** - An application for review of a disciplinary action.

**Board** - The Board of County Commissioners of Madison County, Florida.

**Bumping Right** - ~~The right of an employee to claim entitlement of a position at time of layoff based on experience in the position and the accumulation of retention points.~~



**Call Back** – Reinstatement to active job status after a lay-off.

**Classification Plan** – A systematic arrangement and inventory of positions. The plan shall group similar positions into classes which shall be ordered, according to their degree of difficulty and responsibility, into different skill levels for purposes of establishing pay relationships. The Classification Plan shall be based on a thorough job analysis and shall be maintained on a current basis by the Personnel Office.

**Classification Seniority** (also referred to as job or position seniority) – The length of time an employee has been continuously employed in his/her current position classification. This is the date from which the length of service in classification is computed for determination of probationary periods, order of layoff and eligibility for merit increases. Classification seniority will be lost or changed upon permanent transfer, promotion, demotion or reassignment to or from one job classification to another.

**Compensation Plan** - The official schedule of pay assigning rates of pay to each position classification.

**Compensatory Time** (also referred to as Comp Time) -Time off work in lieu of pay.

**County Seniority** – The total time an employee has worked for the County without a break in service.

**Demotion** - An action which occurs when the employee has violated policy or performance standards. An employee is moved from a position in one classification to a position in a lower classification assigned to a lower pay grade.

**Department Head** - For the purposes of these policies, a person with the title of who is assigned the overall responsibility for the operation of a recognized department or area of County operation. For the purposes of these rules, for those County Employees reporting to the County Extension Agent, the Extension Agent will act with the authority of Department Head.

**Departmental Seniority** – The length of time an employee has been continuously employed in a department.

**Dismissal** - Involuntary separation from County employment.

**E-Mail** - Electronic Mail; i.e. messages typed into a terminal and sent, as by telephone line, to a receiving terminal, such as documents, memoranda, notes, letters, statements or communications of any kind produced by county employees for the purpose of transacting county business.

**Employee** -Any person occupying a position with Madison County Board of County Commissioners.

**Equal Employment Opportunity** - The provision of an environment which manifests the right of all persons to work and to advance on the basis of merit, ability and potential.

**Exempt Employees** - Those employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act, who are not subject to the overtime compensation provisions of the Act.

**FLSA** - The Fair Labor Standards Act. Federal legislation which sets minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employment.

**FMLA** – Family and Medical Leave Act.

**Grant Appointment** – ~~Positions created and funded by a grant. These positions may be either O.P.S. or regular status, depending upon the nature of the work, the duration of the grant, the likelihood for continuation, recruitment consideration, and budget provisions in the grant. The classification, rate of pay, and type of appointment of grant positions shall be approved by the Personnel Office Director~~

**Hearing Right of Probationary Employee** - Employees who have not completed an initial or promotional probationary period may be discharged or returned to their previous employment by his/her Department Head. No right of appeal or to a formal hearing shall exist in such cases.

**Hiring Authority** - County Coordinator or designee, Department Head, division director, or supervisory employees (designated by department division) with authority to appoint or remove an employee from the County.

**Immediate Family** - Spouse, the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse. This also includes step and half relationships.

**Intern\Work Study Position** - Positions provided for students participating in an accredited educational or vocational program to perform services on a temporary basis.

**Insubordination** - The refusal to perform work when, and as assigned, failure to obey a direct legal order and/or any other act or acts of disrespect or disregard of proper Coordinator authority.

**Job Description** -A written description of sample duties and responsibilities of a job

**Layoff** - ~~Termination of employment due to abolishment of positions necessitated by a shortage of funds, or work, or a material change in the duties or organization of the County. A layoff shall be affected only upon prior approval of the County Coordinator and of the Board and shall not be used as a means of eliminating unsatisfactory~~

~~employees. The provisions of this section do not apply to employees serving in positions defined as Executive Service.~~

**Non-exempt Employees** - Those employees in positions subject to the overtime compensation provisions of the FLSA.

**Overtime** - The hours worked in excess of 40 hours during the established workweek. These hours must be at the direction of the department head or other designated supervisory staff, and must not include leave with pay.

**Pay Range** - The range of permissible pay from the "minimum" rate to the "maximum" rate. Such range is established to administer pay for positions in each skill level.

**Position Class** - All positions which are sufficiently similar as to kind or subject matter of work, level of difficulty or responsibility, and qualification requirements, to warrant the same treatment as to title, pay range, and other Personnel Office transactions.

**Probationary Employee** - Regular full-time or regular part-time employee who has not completed his initial probationary period of twelve (12) months.

**Promotion** - An action which moves an employee from a position in one classification to another position in a different classification and to a higher pay grade.

**Promotional Probationary Period** - The first 3 months after an employee has been permanently promoted to a higher job classification.

**Protected Class** - As defined by Title VII of the Civil Rights Act of 1964, those groups who have borne, in the eyes of Congress and the courts, the brunt of discriminatory employment practices in the past, namely women and minorities.

**Public Area** - Those areas to which the general public has unrestricted access.

**Reclassification** - An action taken to change an established position in one class in a series to a higher or lower class in the same series; or to a class in a different series, which is the result of a natural change in the duties and responsibilities of the person.

**Reduction in Work Force** – Termination of employment due to abolishment of positions necessitated by a shortage of funds, work, or a material change in the duties or organization of the County. A layoff shall be affected only upon prior approval of the County Coordinator and of the Board, and shall not be used as a means of eliminating unsatisfactory employees.

**Re-employment** - The hiring of a person who formally worked for the County.

**Regular Full Time Employees** - Employees who have successfully completed their initial probationary period and who are assigned a regular schedule of not less than thirty (30) hours or more per week.

**Regular Part-Time Employees** - Employees who have successfully completed their initial probationary period and are assigned to work a regular schedule of not more than twenty-nine (29) hours per week.

**Reinstatement** - Job changes in which an employee is moved to a position in the same class, or a different class within or below the same skill level, from which he or she was previously demoted, transferred or reclassified, without loss of seniority or other benefits of employment.

**Resignation** - Voluntary Separation.

**Rules and Regulations** - These Personnel rules and regulations are for the Personnel Management System of Madison County, Florida.

**Separation** -The severing of employment with Madison County.

**Separation Pay** - Earned leave pay, severance pay and any other pay entitlements due at the time of departure from Madison County.

~~**Senior Management Service Position** – Members of management team whose primary duties are to manage a division or planning and administering a County program activity or major capital improvement project. They have authority to use discretion and judgment in administering program(s). They may act on behalf of the Department Head and may have the responsibility to hire and fire; and/or may execute special assignments of a sensitive nature.~~

**Work Week or Work Period** - The number of hours regularly scheduled to be worked during any seven (7) consecutive days or other work period allowed by the Fair Labor Standards Act and adopted by the Board for an employee or group of employees.

## **SECTION 2 EMPLOYEE CONDUCT**

One of the primary objectives of the Board is to establish and administer a system of personnel management consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest qualifications who display pride and dignity in the performance of their duties.

To an unusual extent and in a special way, employees in the County organization are “Good Will Ambassadors”. Such status involves a degree of duty and obligation regarding public and private conduct, which is not common to other classes of employment. The attitude and deportment of a County employee should at all times be

such as to promote the good will and favorable attitude of the public toward the County, its programs, and policies.

The Board advocates the concept that the quality of public service at all levels of government can reach maximum efficiency and effectiveness through a personnel management system based on merit principles.

All employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

It is the policy of the Board to expect from employees the compliance of these policies and procedures rules, State Statutes and federal regulations in the performance of duties, as well as compliance of all safety rules and standards. An employee who violates any of the standards of conduct or policies and procedures rules shall be subject to disciplinary action.

The Board retains all rights, privileges and authorities provided by law.

### **2.01 Equal Employment Opportunity**

It has been the policy of the Madison County Board of County Commissioners to subscribe to the principle of Equal Employment Opportunity. This policy reaffirms the commitment and is implemented to ensure that:

All recruitment, hiring, training and promotion of persons employed by Madison County in all positions is accomplished without regard to race, color, religion, sex, sexual orientation, national origin, age or disability.

Employment decisions are made consistent with the principle of Equal Employment Opportunity.

Units of Madison County Government comply with all federal, state, and other applicable laws prohibiting discrimination in employment based on race, color, religion, sex, sexual orientation, national origin, age or disabled status.

All elected officials and supervisory employees are responsible for supporting this policy and for the furtherance of the principle of Equal Employment Opportunity in all Human Resource ~~Personnel Office~~ matters.

Goals and objectives for the furtherance of the principle of Equal Employment Opportunity have been developed. These goals and objectives are periodically monitored.

The principle of Equal Employment Opportunity is applied to all other Human Resources activities including compensation, benefits, transfers, reassignments,

promotions, demotions, reductions in workforce layoffs, separations and disciplinary actions, as well as to education, training, social and recreational programs sponsored by Madison County Government.

**THE AMERICANS WITH DISABILITIES ACT** protects any "Qualified individuals with a disability from employment discrimination on the basis of a disability."

### **HIRING OF THE DISABLED**

The following guidelines are followed by all departments of Madison County Government:

Physical standards for employment shall be fair, reasonable, and adapted to the realistic requirements of the job. These standards must reflect actual work conditions, hazards and essential physical requirements of the job. Such standards shall not be used to eliminate Disabled persons from consideration. Reasonable accommodations will be made for the Disabled.

#### **2.01.1 Procedure: Equal Employment Opportunity**

All discrimination claims reported to a supervisor or any other management member shall be submitted to the County Coordinator or his/her designee.

The County Coordinator or his/her designee will work with line management to investigate all the facts of the situation.

An analysis of the facts shall be completed by the County Coordinator or his/her designee with the results going to the Board of County Commissioners, the Department Head and the County Attorney. Should a recommendation(s) for corrective action be included, with approval of the County Coordinator or his/her designee, Human Resources ~~the Personnel Office~~ will work with the Department Head in implementing changes, when appropriate disciplinary measures will be taken. In all cases, a final summary of findings will be provided to all involved parties. Claims of Discrimination may be filed directly with the County Coordinator or his/her designee.

#### **2.02 Workplace Harassment**

The purpose of this policy is to provide a work environment free of workplace harassment which encourages mutual respect, cooperation and understanding amongst members of the Board and their employees. This policy applies to—

1. Members of the Madison County Board of County Commissioners and board employees.
2. Claims of conduct defined as “harassment”.
3. Harassing conduct committed by vendors, clients and members of the public will not be tolerated. Harassing conduct by non-employees will be addressed

based on the County's control over and business relationship with the alleged harasser.

**Policy:**

The Board will not tolerate harassment whether it occurs in the workplace or outside the workplace.

**Definition:**

For purposes of this policy, harassment consists of unsolicited, offensive or retaliatory behavior based on race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation or an employee's exercise of their constitutional or statutory rights. Sexual harassment consists of unsolicited, offensive behavior involving sexual overtures or conduct, either verbal or physical. Neither harassment nor sexual harassment refer to occasional comments of a socially acceptable nature to a reasonable person. Harassment refers to behavior that is not welcome, that is personally offensive, that lowers morale, and that, therefore, interferes with the work environment.

Offensive comments about an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation or an employee's exercise of their constitutional or statutory rights constitutes harassment when:

1. submission to such conduct is made either explicitly or implicitly a term of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual,
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an Intimidating, hostile or offensive working environment.

Harassment may also take the form of adverse employment actions such as termination, demotion or other adverse employment decisions which effect an employee's working conditions, if such actions are taken on the basis of an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation or an Employee's exercise of their constitutional or statutory rights.

Employment actions that are based on an employee's performance or other legitimate reasons are not harassment.

**Complaint Procedure:**

Any employee who believes he or she has been subjected to workplace harassment must promptly bring the problem to the attention of the County. If you believe that you have been harassed, you should immediately report the problem to your supervisor. If the

complaint involves your supervisor, or you are uncomfortable presenting this issue to your supervisor, then you should inform the Department Head ~~or Personnel Office Director in the Personnel Office Division~~, or the County Coordinator or his/her designee.

If a complaint of harassment/discrimination involves a County Commissioner, you should immediately report the problem to the County ~~Personnel Office~~ Coordinator ~~in the Division of Personnel Office, the County Coordinator~~ or his/her designee, or the Chairman of the County Commission. If the complaint involves the Chairman of the County Commission or you are uncomfortable presenting the issue to the Chairman, then you should inform the County Coordinator or his/her designee, or the Vice-Chairman of the County Commission, ~~or the Personnel Office Coordinator in the Personnel Office Division~~. At that time, the County Coordinator or his/her designee will refer the complaint to a private law firm or private entity outside the County's political jurisdiction, previously retained, to investigate the claim (this should be complied with prior to any notification to the Board, or County Attorney). Once the complaint has been referred to the outside private agency or law firm for investigation, then the party involved in the complaint is notified. Each complaint will be immediately and thoroughly investigated in a professional manner.

All harassment complaints reported to a supervisor or any member of management, shall be promptly reported to the County Coordinator or his/her designee ~~or the Personnel Office Coordinator~~.

Actions taken to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable, appropriate and legal in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond verbally and/or in writing. Investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.

You will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a good faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

If deemed to be in the County's best interest, the complainant, the respondent or both, may be placed on administrative leave with pay during the investigation process. This decision will be made by the County Coordinator ~~or designee (for a Board employee), the~~



~~County Attorney or designee (for a County Attorney employee), the Chairperson (for another Commissioner's Aide or Board Appointee), or the Vice Chairperson (for the Chairperson's Aide)~~

## **2.03 Violence Prevention and Intervention Policy**

### STATEMENT OF POLICY

Violence in the workplace can have a devastating effect on the productivity of organizations and the quality of life of employees. All across America today we are seeing an increase in acts of violence that occur within the workplace. Recognizing this problem, Madison County has developed procedures to identify, report, intervene and prevent workplace violence.

It is the policy of Madison County to provide a work environment that is reasonably safe, secure, and free from threats, intimidation, abusive behavior and physical violence. Acts of physical violence, direct or indirect verbal threats, stalking, aggressive or intimidating behavior, or provocation, which could lead to violence, will not be tolerated.

### SCOPE AND APPLICABILITY

This policy shall apply to all Madison County employees and volunteers:

- in the performance of their assigned duties;
- while on Madison County property;
- in County vehicles, or in personal vehicles on premises defined as Madison County property.

In addition, the County reserves the right to review any incident of violent behavior involving a County employee, on or off duty, and take appropriate disciplinary and/or legal action to discourage future violent behavior and to protect the safety of employees and the public.

This policy, as stated, shall also apply to members of the public including vendors/contractors who engage in violent behaviors directed against County employees or Madison County facilities. This policy, as stated, shall also apply to applicants for employment.

### COMMUNICATION OF POLICY

Human Resources ~~The Personnel Office~~ shall be responsible for developing a training and education plan for the organization.

### REPORTING

**All occurrences of violent behaviors shall be taken seriously, and situations of imminent danger should be reported directly to law enforcement.**

All County employees are responsible for immediately notifying their supervisors, division or department management, following the chain of command, of any actual or potential violent behaviors which occur in the workplace that they have witnessed, been the victim of, or have knowledge of. Factual information on behaviors observed, the nature and type of violent behaviors, any observed or potential weapons, person(s) involved, time, locations, witness information, and any other relevant information should be reported through the employee's chain of command verbally and in writing. Employees should report the threat to their immediate supervisor or another member of management.

Upon being notified of actual or potential acts of violent behaviors, supervisors shall immediately notify the County Coordinator or his/her designee to ensure that the matter is evaluated, appropriate disciplinary action is initiated, and any potential victim(s) receive appropriate assistance regarding their safety, security, referral to counseling and if necessary, other referrals.

Reports of suspected violations of this policy shall be kept confidential to the extent permitted by law, and employees who report such violations will not be retaliated against. Any employee or volunteer who is convicted of any felony or a misdemeanor of a violent nature, shall within one (1) business day of such action notify his/her supervisor in writing of the occurrence. Failure to make such notification shall be grounds for disciplinary action up to and including termination.

#### CONSEQUENCES OF VIOLATIONS

Any employee who commits an act of violent behavior in the workplace shall be subject to disciplinary action up to and including termination. In addition, such individual may be immediately removed from the premises and suspended without pay, as quickly as safety permits. The suspended employee shall remain off County property pending the outcome of an investigation to determine if further action is warranted. Such further action may include mandatory counseling, reassignment of job duties, progressive discipline, suspension, termination from employment, and/or criminal prosecution of the person(s) involved.

When a situation requires an investigation in order to determine an employee's involvement in an alleged act of violence in the workplace, the employee(s) under formal investigation or employee(s) participating in a formal investigation, may be placed on Administrative Leave, with or without pay.

Other acts of actual violent behaviors or violations of this policy, and other matters that are reported shall be fully evaluated by the Personnel Office in coordination with the affected department to determine the appropriate management response.

When any other non-County employee exhibits threatening behavior which places employees or other citizens in fear for their safety, brandishes or utilizes a weapon to create fear or intimidation, or engages in violent behaviors on County property, the appropriate law enforcement agency shall immediately be notified. The County

may take whatever legal action is appropriate and necessary to prosecute such person(s) and ensure that they are not permitted back in the facility or on County property where the violation occurred.

#### **2.04 Political Activities**

Every employee will have the right to express his or her views as a citizen, to cast his or her vote as he or she chooses, to hold membership in and to support a political party or maintain political neutrality. Employees may also attend political meetings and take an active part in political campaigns during off duty hours. However, every employee is prohibited from:

- A. Using his/her official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.
- B. Directly or indirectly coercing, attempting to coerce, commanding, or advising a County employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
- C. Participating in political activities during scheduled work time.
- D. Participating as a candidate for public elective office in a partisan primary, general or special election will prohibit a person from being principally employed in a federally funded program.

Employees may engage in political activities during their non-duty time so long as their activities do not interfere with the actual operation of County business.

Employees shall not wear or display political badges, buttons or stickers when on duty. "Political" badges, buttons or stickers shall include endorsements of issues, causes or candidates.

Employees shall comply with all state and local laws involving political activity.

Employees may run for elective office or be appointed to non-elective office so long as the position in no way interferes with their work as a County employee.

Employees who seek election as a member of the Board shall be given leave without pay from the date they announce until the election is over. In the event they win the election, they must resign from the active employment of the County. In the event they lose the election, the employee will be permitted to return to County employment in the same or a substantially equivalent position; provided; however, such position or positions are vacant. In the event no such vacancy exists, the employee will be given up to six (6) months preferential consideration for any position in the County for which he is qualified to do all the duties.

## **2.05 Nepotism**

Madison County does not automatically prohibit members of the same family from working for Madison County. Each situation involving employment of a relative must be reviewed on its own individual merits. As a general guideline, however, employees should know that Madison County will not allow the employment of relatives in any situation where a conflict of interest exists or where there is substantial likelihood that a conflict of interest will arise, such as a relative working under the direct supervision of another, one relative being responsible for the job performance evaluation of another, one relative being directly involved in job actions with regard to another. It is the obligation of all affected employees to immediately advise the Department Head if a change in his/her situation occurs or is anticipated that will result in his/her becoming related to another employee so the effect, if any, of the relationship on County operations may be fully explored and appropriate action taken. The County Coordinator and Department Head shall resolve conflicts with the guidance of the County Attorney and the Board.

For purposes of this policy, "relative" means an individual who is related to an employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

There shall be the following restrictions on the employment of employee relatives with the County: A relative of any County employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory employee. Likewise, a County employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.

## **2.06 Outside Employment**

Employees shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions or responsibilities of their County employment.

~~Employees are discouraged but not restricted from engaging in other employment during their off duty hours. However, County employment shall be considered the primary employment and no employee may engage in outside employment, which interferes or tends to interfere with the interest of the County or the duties for which the employee is responsible as a County employee.~~

~~If the employee's other employment causes absences, tardiness, or otherwise interferes with the operations of Madison County or his/her responsibility as an employee of Madison County, including but not limited to availability for scheduled and unscheduled overtime and/or call-ins, the employee may be required to quit the other job, and if he refuses he will be terminated.~~

~~If permission to engage in other employment is granted, it may be withdrawn at any time if in the opinion of the Department Head, the responsibilities of the job are inconsistent with the responsibilities as an employee of the County.~~

~~Equipment, facilities, vehicles or property of the County shall not be used by the employees for other jobs. With prior permission of the Department Head, office equipment may be used for employment related educational purposes. Employees will not use County telephones during work time, to conduct outside personal business or other jobs.~~

~~No person shall be employed by the County in more than one full time position.~~

### **2.06.1 Procedure: Outside Employment**

Employees who desire to accept outside employment in addition to their regular County position shall inform their respective Department Head in writing of the nature and extent of such outside employment. The Department Head shall thereupon determine whether or not such employment conflicts with the duties and responsibilities of said County employee. If the Department Head does determine there is a conflict with the duties and responsibilities of the County employee and the outside employment they are seeking, the Department Head shall then submit that determination to the County employee in writing within two weeks of submittal.

### **2.07 Tobacco Products**

At no time are tobacco products to be used in a Madison County facility or vehicle. Employees who use tobacco products can do so in the designated areas outside the facilities and must refrain from using tobacco products in the public eye while on duty. Breaks that tobacco users take should be in lieu of other personal break time.

### **2.08 Solicitation**

No employee or other person may solicit or be solicited during working hours or in work areas.

No employee may distribute literature in his\her work area or during work hours.

No person may distribute literature to an employee in that employee's work area or during that employee's working hours.

No group insurer or provider of County Benefits may be permitted access to employee work sites except with prior permission from the County Coordinator or designee. Such access, if granted, shall be limited to communication and implementation of new plans and/or administration of existing group policies and shall not be used for the purpose of unapproved solicitation.

***Exception*** - Charitable solicitations may be permitted upon approval of the County Coordinator or his/her designee and subject to the following:

Solicitation may take place only for charitable purposes and not for private gain, and only on behalf of generally recognized and reputable charitable organizations.

The specific activities to be utilized in the charitable solicitation must be communicated to and approved by the County Coordinator prior to any activity taking place.

**All requests for personnel records or county operations shall be referred to the County Coordinator or his/her designee.**

### **2.09 Access to County Property**

Employees shall have access to County property and facilities during their normally scheduled hours of work, and outside their normal hours of work when on County business. However, when not engaged in County business, access shall be limited to public areas. Employees or other persons, not specifically authorized, shall not be permitted to post materials on bulletin boards which are intended for official County business.

Employees shall not be permitted to use County facilities, meeting rooms, or conference rooms, or County equipment for other than County business, unless such facilities or equipment are available in accordance with established policy on a regular basis to the general public in which instance the use of such shall be on the same conditions as for the general public.

#### **2.09.1 Telephone Use**

The County's telephones are used for conducting County business only. Local personal calls are permitted to the extent that they are brief, and only during approved breaks. Long distance personal calls are not allowed, however, if an emergency occurs and the employee needs to place a long distance call, the employee will be responsible for the charges.

When answering the phone, employees must identify themselves and the department and must answer in a courteous and prompt manner.

#### **2.09.1A Cell Phone Use**

Madison County We provides cell phones to some employees for business use. Employees with cell phones are allowed to use them for short personal calls within reasonable limits. The County reserves the right to ~~Sometimes we may~~ check cell phone bills to make sure this policy is being followed.

Madison County Board of County Commissioners prohibits employees using cell phones for business while they are driving. If you are driving and need to use a cell phone, you should pull off the road and stop before you place a call or talk on the phone.

#### **2.09.2 Public Access to E-mail**

The public shall have access to records produced by the county including “E-Mail”. All employees shall comply with the County policy in making E-Mail transactions available for public inspection.

### **2.09.3 Procedure: Public Access to E-Mail**

Request for public access to e-mail or any other personnel or county records will be referred to the County Coordinator.

### **2.09.4 Use of E-mail and Internet**

This policy is designed to protect the County, its employees and its resources from the risks associated with use of E-Mail and Internet. Therefore, E-Mail and Internet are to be used to facilitate County business and only highly-limited, reasonable personal use is permitted. Employees are permitted to briefly visit other non-sensitive Internet sites during non-work time, such as break, lunch, and before or after work hours (with prior permission of his or her supervisor).

The County’s E-Mail or Internet access systems may NEVER be used in any of the following ways:

- To harass, intimidate, or threaten another person.
- To access or distribute obscene, abusive, libelous, or defamatory material.
- To distribute copyrighted materials that are not authorized for reproduction / distribution.
- To impersonate another user or mislead a recipient about your identity.
- To access another person’s E-mail, if not specifically authorized to do so.
- To bypass the systems security mechanisms.
- To distribute chain letters.
- To participate in political or religious debate.
- To automatically forward messages (e.g., with mailbox rules) to Internet E-mail addresses.
- To communicate the County’s official position on any matter, unless specifically authorized to make such statements on behalf of the County.
- For any purpose which is illegal, against County policy, or contrary to the County’s best interests.
- To pursue an individual’s business interests that is unrelated to the County.

- To conduct any type of personal solicitation.

The County has not forbidden all personal use of E-Mail. Acceptable uses of E-Mail can be compared to those involving the telephone: the communication must be brief, must not interfere with work, must not subject the County to any additional costs, and must be consistent with the requirements set forth in this Internet and E-Mail policy.

No guarantee can be made for privacy of any communication on the network; however, authorized system administrators may access private correspondence and files if use, is believed to be in violation of this policy.

Adherence to this policy is neither voluntary nor optional. Violation of this policy is Grounds for disciplinary action up to, and including, termination of employment.

#### **2.09.5 Use of Telephones, E-Mail, and Internet by Employees Who are Victims of Domestic Violence**

Employees who are victims or survivors of Domestic Violence, Sexual Violence or Stalking may reasonably utilize County-owned phones, County Computer Systems, and County E-Mail and Internet systems for safety planning, to conduct research or seek assistance regarding the violence they are experiencing. Such access is permitted to enable employees to use safe phone and computer systems that cannot be monitored or accessed by their abuser. If the employee's work area does not provide privacy, employees may ask the County Coordinator to arrange the use of a private area for such purposes.

#### **2.10 Conflict of Interest**

The County's policy in regard to conflict of interest shall be in accordance with the regulations specified in Sections 112.311-43 of the Florida Statutes. The intent of this law is to prohibit any public official or employee from having interests, from engaging in business activities, and from incurring any obligation "which is in substantial conflict with the proper discharge of his or her duties in the public interest."

The law prohibits the following:

- A. The solicitation or acceptance by any County employee of any gift, loan, favor, reward or service that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or employee "would be influenced thereby."
- B. A County employee from transacting business on behalf of the County with Any agency in which either the employee or a member of the employee's immediate family has a "material interest."
- C. A County employee from accepting compensation to influence any action in his/her official capacity with the County.



D. A County employee from using his/her position to secure a special privilege, benefit or exemption for him/herself or others.

E. A County employee from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, Madison County Government.

F. A County employee from disclosing or using information not available to the general public for his/her personal gain or for the gain of any other person or business entity.

All contractors and suppliers engaging in business transactions with Madison County Government shall be hereby advised of these prohibitions. This policy shall not be interpreted to prevent an employee from engaging in a bona fide business transaction for goods and services from a firm doing business with the County when no special privilege or benefit is granted or sought by the employee because of his or her status as a County employee.

This law also requires that any County employee who is "an officer, director, partner, proprietor, associate, or general agent" of or who has a material interest in any business entity regulated by the county or doing business with the County, must file a disclosure of such with the Clerk of the Circuit Court.

Other employees may be required to file disclosure statements at the request of the County Coordinator.

### **2.11 Substance Abuse**

A. Use, sale, dispensing or possession of illegal drugs, narcotics, and alcoholic beverages are strictly prohibited.

B. Appropriate disciplinary action will be taken against employees who are in possession of or under the influence of alcohol or illegal drugs while on County premises. (See Madison County Board of County Commissioners Drug-Free Workplace Policies and Procedures)

### **2.12 Dress Code**

#### **Policy Statement:**

It is the intent of this policy that work attire should complement the Madison County Core Values which reflect a customer oriented and professionally operated organization. In order to balance the County's image with the employee's freedom to make his/her own wardrobe choices, casual business wear will be acceptable in the office environment during regular business hours. A department's ~~division's~~ policy may vary based on safety regulations, the tasks they perform, and the customers they serve.

#### **Guidelines:**

The general parameters for casual business wear include using good judgment about what to wear during the work day. Casual Business wear means comfortably fitting, clean, neat clothing, in good condition, that communicates a professional attitude. Dress standards apply to both women's and men's attire.

The following items are inappropriate for office wear: apparel typically worn to the beach or for work in the yard or gym; clothing that is excessively revealing (transparent, or that overly exposes areas of the body such as the midriff or chest); bedroom slippers; garments meant to be worn as underwear; T-shirts, shorts or attire with graphics or text endorsing gang membership, obscenity, illegal activities, violence, drugs, alcohol or tobacco.

Employees who have their uniforms supplied by the County, or those employees who are required to wear uniforms in the performance of their job, shall report in full uniform, with shirt tails tucked in at all times. Failure to comply with the uniform requirement may result in the employee being sent home for the day without pay.

Employees are expected to report to work in clean clothes.

Employees are expected to observe normal and reasonable standards of personal hygiene.

Failure to comply with this policy may result in the employee being dismissed from duty to correct the situation or dismissed for the day without pay.

Beards and mustaches will be allowed, except as otherwise required by law or where in the opinion of the Department Head they interfere or tend to interfere with the safe and efficient performance of the job. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems and must be maintained in a neat and orderly fashion.

Facial Body Piercing is not allowed except for earrings in ears.

**Exceptions:**

In an effort to have a work-friendly environment, Madison County employees may observe a *Casual Day* on Fridays, which will be designated by the Department Head. Clean non faded jeans and casual shirts meeting the criteria in this policy may be worn during dress down day. An employee's schedule may dictate a more traditional attire, such as attendance at Board or other business related meetings. Department Head may approve certain Dress Code exceptions on casual day.

**Enforcement:**

Each Department Head shall interpret Dress Code Policy in light of the appropriateness to the work environment. Immediate supervisors shall be responsible for ensuring that their staff dress in accordance with this policy.

When an employee disagrees with the supervisor's interpretation of the Dress Code, the employee shall consult with the Department Head to determine if clothing meets the Dress Code standards.

The Department Head's decision is final.

For the first violation, inappropriately dressed employees shall be given a verbal warning and be sent home.

For the second violation, inappropriately dressed employees shall be given a written reprimand and be sent home.

Any employee sent home shall use annual leave to dress properly and return to work. Future violations shall result in progressive disciplinary actions.

### **2.13 Personal Use of County Equipment and Vehicles**

No County officer or employee shall use any public equipment or motor vehicle for personal use. However, those employees approved by the Board, due to the peculiar nature of their responsibilities, may use the motor vehicle assigned to each to drive to his/her residence at the end of each work day, to use during their off duty hours only for the performance of their duties to County, and to return to work from their residence at the beginning of the next work day.

No unauthorized County employee shall be allowed to ride in or drive County-owned vehicles. Persons other than County employees will be allowed to ride in County-owned vehicles only when it is in connection with County business and with the knowledge and consent of the County employee to whom the vehicle has been entrusted, Department Head, or County Coordinator.

All County vehicles must display Madison County markings appropriate to the department which it represents.

Vehicles must be kept clean at all times.

Seatbelts **MUST** be worn by all persons traveling in County vehicles and or equipment.

### **2.14 Safety**

Madison County is interested in the safety and well-being of its employees and continuously monitors working conditions and equipment for compliance with safety requirements. Safety equipment and devices are provided to protect employees in potentially hazardous jobs. All employees are encouraged to act in a safe manner.

### **2.15 Social Media/Networking**

All official presences on social media/networking sites, applications, or services that are posted by official Madison County representatives and shall be coordinated through the County Coordinator's office. No individual departments shall create nor utilize social

media/ networking sites or applications for dissemination of information unless approved, in advance, by the County Coordinator.

Employees who utilize non-County social media/networking sites shall not utilize these sites or applications in any official capacity as an employee of Madison County. While nothing shall prohibit the use of social media/networking sites by employees in their individual and personal capacities, the use of such personal sites or applications as an extension of Madison County, or as part of the employee’s job duties, or to disseminate information about the employee’s job duties, or County business, is prohibited.

Employees utilizing approved social media/networking sites or applications in any official capacity or as employees of Madison County must adhere to the guidelines established in the Madison County Personnel Policies and Procedures manual.

All content posted to social media/networking sites or applications shall be captured by the individual posting the information to ensure compliance with the Florida Public Records Law retention requirements, and to safeguard against interaction that could result in improper communication or posting by officials or employees. Individuals who are subject to the requirements of Florida Statutes, §286.011 (Sunshine Laws) are requested to not engage in any two-way communication, or other discussions on social media/networking sites, or applications with any members of the same boards, committees, or authorities so as to avoid even the appearance of potential improprieties or violations of the Florida Statutes, Sunshine Laws.

### **2.16 Self-Reporting of Arrests/Investigations, and Injunctions of Protection**

In the event of an arrest of a County employee, or when an employee has been notified that they are the focus of a criminal investigation by a local, state, or federal law enforcement agency, the following shall apply:

1. It shall be the responsibility of the employee to notify his/her immediate supervisor of the arrest/investigation as soon as possible, but no later than at the commencement of the employee’s next scheduled work day.
2. Upon being notified by the employee of the arrest/investigation, the supervisor or other member of management shall notify the County Coordinator of the arrest/investigation.
3. Failure on the part of a County employee to notify his/her supervisor of an arrest/investigation may result in disciplinary action up to and including termination of employment.

### **Employer Notification – Injunction for Protection.**

An Employee who is a Respondent to an Injunction for Protection (“Employee/ Respondent”) shall notify his/her supervisor of such Injunction for Protection as soon as possible, but no later than at the commencement of the Employee’s next scheduled work day, if any of the following applies:

1. If the Petitioner for such Injunction for Protection is an Employee with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Madison County work-related duties; or
2. If the Petitioner for such Injunction for Protection is another person with whom the Employee/Respondent may come in contact with during such Employee/Respondent's Madison County work-related duties; or
3. If the Employee/Respondent used any Madison County resources in any of the conduct which gave rise to the Injunction for Protection, as contained in the court records for such Injunction for Protection.

Upon receipt of notification, the supervisor will notify the County Coordinator, who will subsequently contact the County Attorney's office to discuss appropriate actions to be taken, if any.

As used in this section:

1. "Injunction for Protection" means a court-ordered restriction placed on an individual who has, or who has allegedly, committed acts or, in some cases, made threats of violence against another individual;
2. "Petitioner" means the person who is seeking or obtains an Injunction for Protection;
3. "Respondent" means the person who is alleged to have engaged in an act or acts of domestic violence, or another form of violence, and whom an Injunction for Protection may be or is issued against;
4. Madison County "resources" includes, but is not limited to, work time, Madison County vehicles, telephones, printers, copiers, FAX machines, mail, e-mail or other Madison County resources; and
5. "Contact" includes, but is not limited to, phone, e-mail, text, in person, third party conduit, Internet or social network, and any other contact proscribed by the court in the Injunction for Protection.

#### **2.16.1 Arrests/ Investigations Guidelines**

The following guidelines shall apply regarding employees who have been arrested, are the subject of criminal investigation, or who are participating in an internal County investigation:

- A. Employees who have been arrested, who are the subject of criminal investigation, or who have lost driving privileges, insurability, required certifications or the ability to perform their essential job duties as a result of criminal charges/allegations, may temporarily be assigned other duties, placed on

special restrictions within their current position or be placed on administrative leave until a final determination is reached regarding the incident which gave rise to the arrest, criminal investigation or loss of driving privileges, insurability or required certification. The period of temporary assignment, special restrictions, or administrative leave is to allow adequate time for court proceedings or criminal investigations to be completed and shall not exceed ninety (90) days. If circumstances require that the employee be placed on administrative leave, the leave shall be paid or unpaid.

B. Employees who are the subject of or otherwise involved in an internal county investigation may temporarily be assigned other duties, placed on special restrictions within their current position or be placed on administrative leave with or without pay if the employee's absence from the work location is deemed appropriate. The period of temporary assignment, special restrictions, or administrative leave shall not exceed thirty (30) days for any internal County investigation. If circumstances require that the employee be placed on Administrative Leave, the leave shall be paid or unpaid.

C. Implementation of these guidelines and the utilization of paid or unpaid Administrative Leave is intended to be applied in a uniform manner, based upon the facts and circumstances of the incident giving rise to the leave. However, every situation is different and presents its own unique set of circumstances; therefore, the final decision regarding the manner by which each incident giving rise to the provisions of this section is dealt with shall remain subject to the discretion of the County through its Department Heads in consultation with the County Coordinator and subject to the approval of the County Coordinator. The use of paid Administrative Leave may be recommended by Department Heads in consultation with the County Coordinator for final approval.

## **2.17 Bulletin Boards**

There shall be an official County bulletin board in each department. Announcements of special events, changes in policies, transfer/promotional opportunities and other items related to official County business will be posted there. No other information is to be posted on such bulletin boards.

## **2.18 Acceptance of Gifts**

Employees shall not accept loans, advances, gifts, gratuities, or favors from a supplier, bidder or other person doing business with the County except as prescribed by Florida Statutes, Chapter 112.313. Invoices presented to the finance office with "Free Gifts" included will be returned to the department unpaid and presented to the County Coordinator for disposition.

## **2.19 HIPAA**

Madison County Board of County Commissioners is not covered by the requirements of the Health Insurance Portability and Accountability Act (HIPAA). However, since we do have health care plan(s) which are subject to HIPAA regulations, we have determined

that we will follow the HIPAA privacy and security provisions which apply to Protected Health Information (PHI) maintained by the organization.

Protected Health Information (PHI) PHI is individually identifiable health information including demographic data that relates to:

- The individual's past, present or future physical or mental health condition,
- The provision of health care to the individual, or
- The past, present or future payment for the provision of health care to the individual.

Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, Social Security Number).

All employees who have access to PHI will receive the appropriate training relating to the HIPAA regulations. Any breach of privacy or confidentiality will be subject to disciplinary action.

Human Resources ~~The HR Personnel~~ is designated as the HIPAA Compliance Officer (HCO). Any questions or concerns regarding the HIPAA regulations should be referred to the HCO.

All records governed by the HIPAA policy will be maintained for a period of six years unless a state law requires a longer period of retention. After the required retention period, the records will be destroyed according the organization's record destruction policy.

## **SECTION 3 RECRUITMENT, SELECTION and APPOINTMENT**

### **3.01 Recruitment**

A. Madison County is an Equal Employment Opportunity Employer.

B. Applicants are recruited on the basis of job requirements.

C. Job opportunities are communicated through job postings within the departments, Career Source North Florida, paid advertisements, web based ~~public service~~ notifications, ~~notifications to community organizations~~ and any other means deemed necessary by the County Coordinator ~~Personnel Office~~.

D. It is mandatory that all payroll checks be direct deposited to a checking or savings account.

E. In compliance with s.119.071 (5) (a) 2.-4. Florida Statutes, the Madison County Office of the Clerk and Comptroller has adopted a written policy which limits the collection and use of social security numbers to the following purposes:

- a. collection from job applicants as a means for background checks;
- b. collection from employees for Internal Revenue Service, Social Security Administration, and other payroll administrative purposes, such as retirement, insurance, and benefits for employees;
- c. collection as a requirement for certain county activities, such as contracting, or court activities such as court filings and used only for any searches or court purposes.

Compliance with the above statute is confined in writing to each employee and any other person whose social security number is collected for the means of county or court activities.

~~F. E-Verify is to be used only after an offer of employment has been made and we utilize the E-Verify System to ensure that every employee in the workforce is authorized to work in the United States. We are committed to employing only people who are United States citizens or who are aliens legally authorized to work in the United States in accordance with the Immigration Reform and Control Act of 1986. We do not illegally discriminate because of a person's citizenship or national origin.~~

Every new employee is required to complete the Employment Eligibility Verification Form I-9 and show documents that prove identity and employment eligibility. We follow the requirements of the Federal and State regulations and laws and utilize E-Verify to provide further eligibility verification of employment. ~~If E-Verify does not confirm eligibility, the employee will be notified as required by law.~~

If an employee leaves our organization and is rehired, they must complete another Form I-9 if their previous I-9 is more than three years old; if the original I-9 is not accurate; or if we no longer have the original I-9. If you have questions or want information on the immigration laws, contact the Board of County Coordinator Commissioners. Retaliation of any form is against the law and if you ask questions or want to complain about the immigration law compliance policy, you will not be punished in any way.

### **3.01.1 Procedure: Requisitioning a Position**

The Madison County Personnel ~~Employee~~ Action Request Form (Appendix 3) is used by the Department/~~Division~~ to identify recruitment needs to the County Coordinator ~~Personnel Office~~. The job description should be reviewed and changes documented on the Personnel ~~Employee~~ Action Request Form and forwarded with proper signatures to the ~~Personnel Office~~.

### **3.02 Filing of Job Applications**

A Madison County Employment Application is required in all cases. A separate application must be made for each position applied for. All applicants must apply for vacant positions through the CareerSource North Florida office.



### 3.03 Consideration of Applications

The County Personnel Office deems applications to be valid for consideration when:

- A. The application is submitted or postmarked on or before the deadline date.
- B. The application is filed on the prescribed form.
- C. The application is substantially complete.
- D. The application reflects that the applicant possesses the required knowledge, skills, ability and experience.
- E. The application is not in any way falsified.
- F. The application reflects that the employment of the applicant would not violate the County's nepotism policy.
- G. The application reflects that the applicant meets other valid and lawful employment requirements for the position which is vacant.

#### 3.03.1 Procedure: Method of Rating and Selection

After the advertising period, applicants shall be initially evaluated by the Department Head Personnel Office to determine eligibility for consideration. ~~A list containing all applicants considered to possess the minimum qualifications and their applications will be referred to the hiring authority.~~

Each applicant considered to possess the minimum qualifications, ~~whose application contains a Notice of Layoff from a State of Florida agency or department and whose application does not indicate employment for any period following the issuance of the Notice of Layoff, shall be conspicuously identified on the list to the hiring authority as a genuinely displaced state worker, with direction that each such identified applicant must be granted an interview by the selection committee.~~

Madison County gives preference in appointment to eligible veterans and spouses of veterans as defined in Chapter 295, Florida Statutes. In order for applicants to claim veteran's preference, the documentation required by law shall be provided to the County at the time of application.

#### ***Applicants requiring special accommodations must make a request.***

Those applications not meeting the stated minimum qualifications, ~~regardless of layoff status~~ will be retained by the hiring Department Personnel Office.

An interview ~~screening/selection~~ committee will be formed by the Department Head ~~immediate supervisor~~ for the each regular vacancy, or Temporary O.P.S. position from three (3) months in duration to the maximum temporary time of two (2) years.

### 3.03.1 Procedure: Interview Selection Committees

*Committee Composition:* The committee shall be comprised of the Department Head and/or immediate supervisor of the available position and not less than two (2) other members, with at least one being an individual from a protected class. ~~Other important considerations are involvement of a similarly classed worker and representation from within and outside of the work area.~~ The committee members must be finalized with the Department Head and approved by the County Coordinator or his/her designee.

~~Should the supervisor, the Department Head or the County Coordinator or his/her designee determine that there is a need for an orientation on fair hiring practices for the committee, this will be done at the first meeting of the committee. Also at the first meeting the job description and any changes on the Employee Action Request Form are reviewed. The Personnel Office screens for minimum qualifications before referring applications to the supervisor. Based on these facts the applications are reviewed by the committee and the interview candidates are chosen. The number of candidates may vary by the size of the selection pool, but must include each applicant designated by the Personnel Office as a genuinely displaced state worker and applications of veteran(s) who are eligible for preference. The committee shall record the criteria and methodology established for screening and selection activities. This should be sent to the Personnel Office, along with interview questions which will be asked.~~

~~Should a listed question be phrased in a manner which might be misinterpreted, the Personnel Office will notify the supervisor within twenty four (24) hours of receipt of listed questions. Barring such notification, the committee continues to schedule interview appointments coordinated by the supervisor.~~

Candidates may be contacted by telephone or mail. Interview comments must be documented for all interviewed applicants.

After completion of the interviews, the committee shall determine its recommendation. The Department Head or his/her designee and shall conduct ~~three telephone~~ employment reference and local background checks on its top candidates. All employment reference and background checks will be documented. Upon completion of satisfactory reference and background checks, the recommendation shall be forwarded to the County Coordinator, hiring authority along with relevant written materials. ~~Included in the material should be specific reasons why the chosen applicant is better qualified and/or why the County's needs will be better served by such a hiring decision and a brief, but detailed, explanation as to why the other applicants were not chosen. Upon approval by the hiring authority, the recommendation shall be sent to the Personnel Office.~~

The Department Head is responsible for the accuracy of the documentation of the process, ~~for the return of all reviewed applications,~~ the completion of all prior employment verifications and a completed Personnel Employee Action Request Form with appropriate signatures. ~~The committee chairperson is also responsible for contacting the prospective employee to guarantee their continued interest.~~

After review of the documented process by a Personnel Office Representative, an offer of employment will be made to the selected candidate. letter will be written and proper signature obtained. (The County Coordinator or designees will sign all letters except for part-time and OPS new hires). A Personnel Office representative will extend a job offer, conditioned upon obtaining a signed authorization for the procurement of a satisfactory background investigation and a negative drug test result, to the selected candidate and schedule a new employee sign-on. Sign on for new employees is generally done prior to the employees hire date; however, in special needs the Department Head hiring authority will coordinate with Human Resources the Personnel Office. This procedure is designed to ensure equal opportunity for all candidates and may only be altered upon the approval of the Personnel Office.

An employee who perceives that they have been treated unfairly in the hiring process and/or the promotional process should contact either the EEO Coordinator or the County Coordinator Personnel Office for fact finding. If determined to be a valid claim, the appropriate authority will investigate the issue further and make the recommendation to the County Coordinator.

### **3.03.2 Procedure: Initial Placement**

#### **~~Initial Placement of Employees Hired as A Result of Competitive Selection Or Emergency Appointment~~**

Competitive initial placement refers to the procedures to be followed for determining initial salary within the salary range for the pay grade classification to which the position is assigned for any individual who is selected from a pool of applicants who have competed for the same position. Emergency appointments occur when it is impossible to fill a position utilizing normal hiring procedures. When the appointment is to last beyond three weeks, the hiring authority shall make arrangements to fill the position under the provisions of the hiring policies.

The starting salary for those meeting the minimum qualifications will be the minimum salary in the salary range to which the position is assigned.

All recommendations for exceeding the minimum salary must be agreed upon by the Personnel Office prior to the extension of the offer.

Education and experience exceeding the minimum requirements for the position as verified by an associate degree, bachelor's degree, master's degree, doctorate degree or professional certification and job related experience may be considered for higher than minimum initial placement within the salary range. The Department Head, in consultation with the Personnel Office, may approve initial placement up to 15% above the minimum salary of the range.

Determination of whether or not education and experience is job related and of qualifying criteria for professional education or certification will be made by the Personnel Office in consultation with the hiring Department Head.

No individual shall be initially placed higher than 15% above the minimum of the salary range for any combination of experience and education except upon the written approval of the County Coordinator. The County Coordinator may approve additional compensation. Placement at a salary level higher than 15% above the minimum must be recommended by the Department Head and forwarded through the Personnel Office to the County Coordinator.

If a regular county employee applies for a position through the competitive process, and a position is offered, then the employee has a right to negotiate the salary.

### **3.04 Medical Examination**

Applicants/employees may be required, prior or subsequent to their employment, to undergo a medical examination to determine fitness to perform the duties of the position. [Additional guidelines for Emergency Medical Services' applicants/employees are found in the Emergency Medical Services Standard Operating Guidelines Manual.](#)

### **3.05 Probationary Period**

A person employed on a full or part-time basis shall serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It shall be utilized to closely observe the employee's work, determine suitability for continued employment and for ensuring the most effective adjustment of an employee to the position. The probationary period shall be twelve (12) months in duration, unless extended. The Department Head can recommend not hiring the employee after completion of the probationary period or can elect to extend the probationary period for up to six (6) additional months.

#### **3.05.1 Extension of Probationary Period**

The [County Coordinator](#) ~~Personnel Office~~, upon receipt of a request, justification, and development plan from the Department Head prior to the expiration of the probationary period of a particular employee, under extenuating circumstances, may extend the duration of a probationary period for up to six (6) months. No extension shall be allowed which would make the probationary period longer than eighteen (18) months.

#### **3.05.2 Procedure: Extension of Probationary Period**

The [County Coordinator](#) ~~Personnel Office~~, upon receipt of a request and justification from the Department Head may extend the duration of such period. Requests to extend probationary period must include a staff development plan; including time table, goals and measurements.

#### **3.05.3 Procedure: Termination of Employment during Initial Probationary Period**

During the initial probationary period of an employee, a recommendation may be made to the [County Coordinator](#) ~~Personnel Office~~ for termination if the development plan has not been met or the employee violates County policy. Should an employee change jobs during the probationary period, the employee will serve a complete probationary period of twelve (12) months in the new job.

### **3.05.4 Procedure: Probationary Period Evaluation Report**

At least two weeks before the expiration of an employee's probationary period, the Department Head or supervisor will conduct an evaluation and go over it with the employee. At this time, the evaluator can recommend to hire or not. After completing the evaluation, the evaluator shall submit a written performance evaluation to the County Coordinator Personnel Office indicating whether or not the employee is recommended for regular status.

### **3.06 Filling Temporary (O.P.S.) Positions**

Positions with duration of less than three (3) months may be appointed. Positions with duration of three (3) months or more must follow the normal hiring process outlined previously. Seasonal placement is exempted.

#### **3.06.1 Procedure: Establishing Temporary (O.P.S.) Positions**

Temporary (O.P.S.) positions shall be established by the Board annually through the normal budgeting process. Pay for Temporary (O.P.S.) positions shall not exceed the pay range of comparable positions. Duration of need is determined ahead of time. When it becomes necessary to request Temporary (O.P.S.) positions outside the normal budgeting process to meet unforeseen temporary work demands, requests, with justification must be forwarded to the County Coordinator Personnel Office for coordination with Budget and for approval by the County Coordinator. The maximum duration of any Temporary (O.P.S.) position should not exceed two (2) years.

### **3.07 Transitioning**

A. Employees filling temporary (O.P.S.) positions may be considered for transition to a like vacant position upon written justification to the County Coordinator Personnel Office.

B. Transitioned employees shall serve an initial probationary period after transition.

C. Length of service for purposes of establishing the accrual rate shall begin on the date of the transition.

D. The annual performance review date shall be the date of the transition.

### **3.08 Emergency Appointment**

When an emergency makes it impossible to fill a regular position utilizing normal procedures, the hiring authority may request the appointment of any qualified person to such position. Such a request shall be submitted to the County Coordinator Personnel Office with justification for the appointment. Upon approval by the County Coordinator the appointment shall be made.

In the event an emergency continues beyond a three (3) week period, the Department Head hiring authority shall make arrangements to fill the position with either a temporary or regular employee under the provisions of the hiring policies.

**SECTION 4**  
**Classification Organizational Structure**

**4.01 ~~Contents~~ Board of County Commissioners**

The ~~Classification Plan~~ consists of:

- A. ~~Grouping positions into classes so that each position class:~~
  - 1. ~~requires basically the same entry qualifications;~~
  - 2. ~~Can be filled by substantially the same methods of selection;~~
  - 3. ~~Is of comparable value and therefore deserves the same pay range.~~
- B. ~~Class titles which are descriptive of the work of the class and do not construe discriminatory bias.~~
- C. ~~Written class specifications for each classification containing a statement describing the nature of the duties of the class, job qualifications, and special requirements necessary.~~

In accordance with Florida Statutes 125, Madison County is a non-chartered county and has a commission-administrator form of government. The commissioner-administrator form a county government assures an adequate and efficient provision of services to the citizens of Madison County, provides for coordinated administration of county departments to better protect the health, welfare, safety, and quality of life of the residents, and places in the hands of a county administrator (County Coordinator) the multitude that arise from the operation of a county as a unit of local government and, thus, enabling the Board of County Commissioners to perform freely, without unnecessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to county government in this state.

**4.02 ~~Administration~~ County Coordinator**

The ~~Personnel Office~~ shall have the responsibility for the administration and maintenance of the ~~Classification Plan~~.

The County Coordinator is hired by the Board of County Commissioners and reports directly to the Board. The County Coordinator is the administrative head of the county and is responsible for the administration of all departments of the county government which the board of county commissioners has authority to control pursuant to Florida Statute 125, the general laws of Florida, or other applicable legislation.

**4.02.1 County Coordinator – Personnel Related Powers and Duties**

The County Coordinator is responsible for the administration of all departments responsible to the Board of County Commissioners and for the proper administration of all affairs under the jurisdiction of the board. To that end, the County Coordinator may, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

1. Organize the work of county departments, including creating or deleting employee position, and combining or reorganizing employee responsibilities within the approved annual budget.
2. Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the board. However, the employment of all Department Heads shall require confirmation by the Board of County Commissioners.
3. Suspend, discharge, or remove any employee under the jurisdiction of the board pursuant to procedures adopted by the board.

#### Department Head

The Department Head oversee the daily operation of the county's department in which they are entrusted. Responsibilities include the departmental budget, facilities, equipment and personnel. Personnel actions, including hiring and termination will be approved by the County Coordinator. The Department Head is responsible for maintaining accurate job descriptions for all employees and has the ability to change the employee's job description as needed to ensure the County delivers cost effective services.

#### Supervisors

Supervisors report directly to the Department Heads and help direct the daily activities of the employees under their supervision. They are to report the progress of county actives to the Department Head and can provide recommendations on employee issues.

#### Staff Employees

Staff are the most important part of any organization. Without staff, services cannot be delivered to the public. The Madison County Board of County Commissioners and management greatly appreciate the work and dedication of county staff and are committed to providing a good work environment for all employees. Staff are encouraged to make recommendations and report issues that may help deliver a higher level of service to the public.

#### **4.03 4.02.1 Procedure: New Positions**

Requests to establish new positions shall be submitted by Department Heads in writing to the Personnel Office. The Personnel Office shall analyze the new position requested and recommend to the Department Head the appropriate title and rate of pay in accordance with the County's Classification Plan. The request, with Personnel Office recommendations, shall then be submitted through the Office of Management and Budget (OMB), to the County Coordinator who shall review the request. Upon the County Coordinator's approval, the request shall be submitted to the Board for final approval during the normal budget process.

#### **4.03.1 4.02.2 Procedure: Establishment/Abolishment of Positions Class**

The Personnel Office shall, upon request of the Department Head, investigate and make a recommendation to the County Coordinator as to the need for establishing, consolidating, or abolishing classes to provide the most appropriate classification of positions. The County Coordinator shall review the recommendation, and upon the Coordinator's approval the recommendation shall be submitted to the Board for final approval during the normal budget process.

#### **4.03 – Reclassification**

##### **Positions may be reclassified when:**

- A. ~~There have been significant changes in the actual duties and responsibilities, and/or the changes are the result of organizational, technical, legal or other advancement which is of a permanent nature.~~
- B. ~~An error has occurred.~~

##### **Positions may not be reclassified when:**

- A. ~~An increased workload has the effect of creating the need for a new position.~~
- B. ~~The added duties and responsibilities are minor in nature and would be a logical function of the class.~~
- C. ~~The added duties and responsibilities are to be performed for a temporary period of not less than three (3) weeks or more than six (6) months.~~
- D. ~~The effect is a raise for an employee who has reached the job range maximum; it is a reward for performance; or to correct an inequity in pay.~~

~~When an upward reclassification occurs, the employee shall be placed at the appropriate step of the new level which considers a 5% of the current salary for one grade level change, and 10% of the current salary for two or more grade level changes.~~

~~A reclassification downward is an administrative action independent of an employee's performance and should not be confused with a demotion.~~

~~In a downward reclassification, when the employee's salary exceeds the maximum of the new pay range, the salary is red circled and is frozen until changes in the pay grade schedule raise the maximum above the employee's salary.~~

~~If reclassification results in the position being assigned to a class in a skill level with the same pay range as the original classification, an incumbent employee shall maintain the same pay as before classification.~~

##### **4.03.1 – Procedure: Reclassification**

~~The Personnel Office, upon request of a Department/ Division Head, or as a function of administering the Wage and Salary Program, shall analyze positions and recommend reclassification where appropriate. Upon the review by the Department Head, the Finance Director, and the approval of the County Coordinator, the recommendation shall be submitted to the Board for final approval during the normal budget process.~~

#### **4.04 Re-titling**

Upon request of the Department Head, the County Coordinator Personnel Office may



recommend re-titling of a position. An incumbent employee in a retitled position shall maintain the same rate of pay, unless there is an increase in responsibility.

#### **4.05 Maintenance**

The Classification Plan shall be kept current by the County Coordinator's Personnel Office through continued audit, investigation, and review. Department Heads shall notify the County Coordinator Personnel Office of change of duties, responsibilities or work assignments as they occur.

### **SECTION 5 PAY PLAN (Subject to funds availability)**

#### **5.01 Contents**

The procedure for establishment, maintenance, and administration of an equitable pay plan shall be applicable to all positions. The salary schedules shall include the minimum and maximum rates of pay for all skill levels. When an employee reaches the ceiling of a salary range they are “red circled” and receive no additional pay increases until the pay grade schedule raises the maximum above the employee’s salary or through other Board action.

#### **5.02 Administration**

The Personnel Office shall maintain the salary schedule. This includes conducting a general salary survey periodically from which recommendations may be made to adjust the schedules. The salary survey shall consider prevailing pay rates and fringe benefits within the appropriate market.

When Florida Minimum Wage Adjustments take effect, and when other proposed changes to the Pay Plan are approved by the Board, the Pay Plan shall constitute the County's pay schedule for pay grades of all positions.

~~When approved by the Board, the Pay Plan shall constitute the County's pay schedule for pay grades of all positions and shall become effective as designated.~~

#### **5.03 CHANGES IN PAY**

##### **5.03.1 Promotion**

Upon a promotion ~~of one grade level~~, the employee will receive 5% or will be placed at the new grade minimum salary for that position, whichever is greater. ~~Upon a promotion of two grade levels, the employee will receive 10% or will be placed at the new grade minimum whichever is greater.~~ In no case will the promotional increase place an employee's salary above the maximum for that position of the assigned pay grade, even if this results in less than a 5% increase.

##### **5.03.2 Demotion**

Upon demotion for cause, the employee's salary will be ~~placed on the new pay grade level at a rate~~ determined by the Department Head based upon the recommendation of the County Coordinator ~~Personnel Office~~. If the adjusted salary is above the maximum of the lower position grade, the salary will be red circled until changes in the pay grade schedule raise the maximum above the employee's salary.

### **5.03.3 Transfer to Lower Classification**

An employee may be transferred to a position with a low salary range ~~in a lower pay grade~~, without cause, and without a pay reduction, and the transfer may not be considered a demotion if the transfer is voluntary or if it is the result of the employee's position being terminated. The employee shall not be eligible for a subsequent promotional pay increase if the employee is later transferred to a position in a salary range ~~pay grade~~ equal to the position occupied prior to the initial transfer as a result of a merit promotion for a period of two years. The employee shall be eligible for pay adjustments as they occur annually. Employees placed in a higher pay grade as a result of competitive selection shall have pay established in accordance with Competitive Initial Placement.

### **5.04 Annual Salary Adjustment**

The Department Heads ~~Personnel Office~~ will recommend to the County Coordinator, for approval by the Board, any adjustments in the salary structure or segments of the salary structure and levels of such adjustments. In temporary (O.P.S.) positions of longevity or seasonal return the employee may meet the requirements of annual salary adjustment movement, when the incumbent has been in the same position at least six (6) months prior to salary adjustment period or the incumbent has returned for three (3) consecutive seasons with total employment of six (6) months or more. To be eligible, employees need to have completed their probation period.

### **5.05 Longevity Bonus**

Employees may be eligible for a longevity bonus of up to \$500.00 after fifteen (15) years of continuous service under the Board. Each five (5) years thereafter, employees may be eligible for up to \$500.00 longevity bonus. The request for bonus shall be made to the Board of County Commissioners through the budget process ~~Personnel Office~~.

### **5.06 Other Pay Adjustments**

It is anticipated that the needs of employees and departments will be met within the framework of the Wage and Salary Program; however, should unforeseen circumstances occur which may be considered in the best interest of the County, the Department Head may request a rate adjustment. This request may be submitted ~~through the Personnel Office~~ to the County Coordinator for BOCC approval.

### **5.07 Compensation for Temporary Work in Higher Classification**

In situations where the assignment or scheduling of work requires an employee to perform in a higher position ~~level classification~~ to fill a temporary need, a new pay rate may be established by the Department Head after consultation with the County Coordinator ~~Personnel Office~~ for the period of temporary assignment. In cases where a budget amendment is necessary to fund the temporary pay rate, County policies on

budget amendment approvals shall apply. This provision is not to be applied in a situation of annual leave replacement or cross training opportunities. An employee must work in the higher position ~~classification~~ a minimum of three (3) full weeks and not more than three (3) months.

The rate of pay for the temporary assignment will be determined using the guidelines for a promotional increase. At the conclusion of the assignment, the employee's pay shall revert to his or her previous rate of pay. When it is established that the need may exceed three (3) months, and it is not for training, the replacement employee may be compensated at the higher rate immediately.

Extensions may be approved by the County Coordinator.

Any such temporary assignment should ~~shall~~ not affect the employee's eligibility for annual salary adjustments ~~merit pay~~.

### **5.08 Overtime**

The established work week is forty (40) hours within a seven (7) day period, Monday through Sunday. Overtime is calculated at 1-1/2 times an hour on hours worked over the established workweek. All overtime work must have prior authorization by Department Head or designee. Not securing this authorization may result in disciplinary action.

Annual leave, Sick Leave, or any other leave, Workers' Compensation Leave and Administrative Leave are "paid leave", not "hours worked". They will not be counted toward overtime.

An un-worked holiday shall be counted as hours worked solely for the purpose of computing entitlement to overtime, provided the employee meets the eligibility requirements for holiday pay. No other time, except actual hours worked, shall be counted as time worked for the purpose of computing entitlement to overtime.

- A. Non-Exempt Employees:** All hourly and non-exempt salaried employees are entitled to overtime compensation after forty (40) hours of work in a seven (7) day workweek. Unless overtime is given in the form of compensatory time off as ~~provided below~~. Hourly employees shall receive time and one half their regular rate of pay for all hours worked in excess of forty (40) hours per week.
- B. Exempt Employees:** Executive, professional, and administrative employees that meet the criteria defined by the Fair Labor Standards Act are normally exempt from overtime. Department Heads and other administrative staff reporting directly to the Board of County Commissioners and the County Coordinator are included in this exemption. These employees are hired for an annual salary rate to accomplish a job for the County. Although generally expected to be present and working for the total hours of the normal workweek, exempt employees are allowed some latitude with respect to time spent at work. For example, a Coordinator who works numerous additional hours to complete a project may take

some time off at a later date. When an emergency arises that requires the employee to work abnormal hours or for prolonged periods of time, he/she may be given compensatory time off at the rate of time and one half, at the discretion of the County Coordinator.

#### **5.08.1 Assignment of Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as **fairly and** equitably as practical to all employees qualified to perform the required work, keeping in consideration fiscal restraints.

Failure to work scheduled overtime, or overtime worked without prior authorization from the supervisor except in cases of personal emergency, or other appropriate reasons, is deemed to be insubordination and may result in disciplinary action, up to and including possible termination of employment. Exceptions shall be granted in cases of such emergency or other appropriately approved reason.

#### **5.08.2 Procedure: Overtime**

Leave time earned and used **shall be** is recorded daily on the official time sheet.

#### **5.09 On-Call, Stand-By and Call-Out Pay**

Employees in positions which provide "emergency" service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. Employees in such "on-call" status are expected to be constantly available in order to respond immediately to the need for their services. Such employees shall receive "ON-CALL" pay consisting of a weekly premium in an amount designated by the Board, and shall be paid for the time worked.

When an emergency requires employees not scheduled for "ON-CALL" duty to be in preparedness status to come to work upon call, they are considered to be on "STAND-BY", and are compensated according to the established "ON-CALL" premium amount. Should these employees' status move from ON-CALL or STAND-BY into "CALL-OUT", or should any employee with no prior notice be called out, they are compensated from the time of the call and provided a minimum of two hours worked. Compensation differs between normal weekday (Monday thru Friday), weekend (Saturday & Sunday) and Holiday.

On-Call pay is set by the Board of County Commissioners.

Weekend days are defined as Saturday and Sunday. Should the employee be called-out, a minimum of two (2) hours pay will be granted.

## **5.10 Emergency Guidelines for Compensation, Work Hours, and Work Assignments**

The purpose of this policy is to provide guidelines for compensating employees and designating work hours and work assignments for employees of the Board of County Commissioners during a Declared Local State of Emergency (DLSOE).

The County shall make a reasonable effort to release employees from work prior to, during, and after any DLSOE to take care of personal and family related safety matters. Whether the County remains operational or shuts down operations due to a DLSOE, all employees will be required to report to work, if needed. Employees may be reassigned to other work areas and work hours altered in order to ensure continuation and restoration of community services, maintain safety, and fulfill the County's responsibilities to its citizens.

### **DEFINITIONS:**

DLSOE: A Declared Local State of Emergency made pursuant to the authority granted the Board of County Commissioners under Chapter 252, F.S.

Department Essential: An employee designated by the County, who is required to report to their regular work assignment to assist with the department's essential functions as designated in the department's Continuity of Operation Plan or emergency operating procedures.

EOC Essential: An employee not designated as Department Essential will be designated as an EOC Essential employee and assist with assigned functions at the Emergency Operations Center (EOC) or other location.

Non-Exempt (Hourly): An employee who is paid an hourly wage under the Fair Labor Standards Act (FLSA) to receive overtime pay for hours worked in excess of 40 in a workweek.

Exempt (Salaried): An employee who is paid a salary (not an hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employee is exempt from the overtime pay provisions of the Act.

### **PROCEDURE:**

A. All Madison County employees will be designated as either Department Essential in accordance with the Departments Continuation of Operations Plan (COOP) and/or emergency operating procedures; or Emergency Operations Center (EOC) Essential. Each department is responsible for making this designation for its employees and providing an annual listing of employees assigned in each category to the County Coordinator and Emergency Management Department by the end of March each year.

B. Upon issuance of a DLSOE and activation of the County's EOC, the County Coordinator, or designee, may initiate implementation of this policy. Emergency Management will issue the date and time that the EOC activation occurs.

C. Upon activation of the EOC as identified above, all County employees designated as EOC Essential may be required to report to the EOC or other locations, to assist in the County's disaster response efforts. Roles may be pre-assigned or assigned as the situation dictates.

D. Administration: The Madison County Emergency Management Department will assume the responsibility for assigning, training, and supervising County employees in their respective emergency management functions.

#### APPLICATION:

Non-Exempt Employees on Duty. Non-exempt Career Service employees reporting for duty during a DLSOE will be compensated as follows:

- Pay equal to their regular rate of pay for the time they are required to work during a DLSOE, up to 40 hours actually worked.
- Overtime Pay at one-and one half times their regular pay for hours actually worked over 40 hours in accordance with FLSA.
- Pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave (See Personnel Policy Section 7.19 D.)
- This provision does not apply to EMS Special Risk employees.

Exempt Employees on Duty. Exempt employees reporting for duty during a DLSOE will be compensated as follows:

- Exempt Career Service employees will receive one hour of compensatory time for each hour worked over 40 hours in a workweek.
- Exempt Career Service employees will receive pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave.

Employees off Duty. Any employee who is off duty and is requested to report to work will be expected to report to work during a DLSOE.

- If the employee is unable to report to work due to hardship reasons at the time of the DLSOE, the employee will not be eligible for Administrative leave during a DLSOE.
- If it is determined that the employee is not needed to report to work or is not needed at the EOC, the employee will be eligible for Administrative Leave.

Employees on Approved Scheduled Leave: Any employee on scheduled leave during a DLSOE may be called in and required to report for duty, if needed. Employees on previously approved leave and who report to work shall be eligible for Administrative Leave and/or regular pay, whichever is applicable.

Employees on Extended Leave: Any employee away from work on sick leave, extended FMLA, Military Leave, Workers Compensation, or other extended leave will not be required to report for duty during a DLSOE. Employees on extended leave will not be eligible for Administrative Leave.

Hardship Exemption: Employees who are already aware that they will not be able to work during a DLSOE should request a hardship exemption approval form from their supervisor. Upon approval by the County Coordinator, the approved hardship exemption form will be placed in the employees personnel file. Employees claiming hardship exemptions will not be eligible for Administrative leave during a DLSOE.

Reassignment of Employees: Employees who are released from their regular job duties will be reassigned to other work areas, as needed, and will be expected to report for duty. Employees may be required to work alternative shifts during a DLSOE. Non-exempt employees shall be paid their normal rate of pay for all hours actually worked, including overtime when applicable.

Required Training: Annually, the Emergency Management Department will determine the EOC Essential employees that will be required to complete EOC Training as appropriate.

Failure to Report for Duty: During a DLSOE, employees who refuse to report to work may be subject to disciplinary action.

Non-assigned employees: Employees who have not been assigned to work during a DLSOE should not report to work without the approval of appropriate supervisory or management staff.

Return to Normal Conditions: Employees will return to work when notified by appropriate means. The County will use internal communication systems (telephone, Internet, etc. ) and external media such as television, radio, etc, to announce the “all clear” notice for employees to return to work under recovery or normal conditions. The employee is responsible for monitoring the communication media to ensure prompt notification. Department Heads may adjust hours as needed to allow for periods of rest from working extended hours during a DLSOE, however, managers are still responsible to ensure that all County offices are properly staffed when returning to normal conditions.

Employees unable to report back to work that day, due to extenuating circumstances beyond their control (i.e., child care issues, storm related damages, road closures, flooding, etc.) shall not be required to return to work and may use personal annual or compensatory leave for this time.

Documentation: Employees shall be required to document and report to management all hours worked during an emergency in accordance with established pay practices, procedures and regulations.

### **5.10 State of Emergency Pay**

When the County Coordinator (or designee) declares a “state of emergency” and employees are excused from their duties, they are granted Administrative Leave. Employees required to work, while Board offices are closed and other staff is on approved Administrative Leave, will be compensated as follows:

A. Non-exempt employees will receive: (1) pay equal to one and one half times their regular rate of pay for the time they are required to work during the “state of emergency”, and (2) pay equal to their regular rate of pay for the time they would otherwise be on Administrative Leave for their scheduled work day.

B. Exempt employees will receive compensatory leave credits on an hour for hour basis for the time they are required to work during the “state of emergency”.

C. Employees classified as Senior Management, Executive Support or Executive Service will receive no additional compensation.

D. Employees who are on previously scheduled Annual Leave or Sick Leave will have these “Emergency” status hours converted to Administrative Leave.

### **5.11 Payroll**

Each Department/Division is required to keep an accurate account of all hours worked and leave used by their employees on the official time sheet. All leave taken must be documented on a Leave Request Form and the official time sheet for the department. Time sheets must be turned into the Payroll Department by the designated time. All payroll shall be direct deposit.

### **5.12 Travel**

All travel payments and expenses must be approved by the Department Head in advance and shall conform to the allowances provided in Chapter 112.061, Florida Statutes. Reimbursement for travel expenses will be paid to County employees only upon submission of an itemized statement. Employees will be reimbursed for Class C meals for documented, i.e. authorized employee job-related purposes only when travel extends beyond Madison County and approved by the Department Head.

## **SECTION 6 ATTENDANCE AND LEAVE**

### **6.01 Hours of Operation**

The hours of operation for each Department/Division shall be determined by the County Coordinator and Department/Division management Heads in accordance with the needs of the County. Work schedules may vary according to the needs of the individual organization, subject to the approval of the Department Head ~~Division Director~~.

#### **6.01.1 Flextime/Staggered Work Hours**

Flextime/staggered work hours allow employees to work around traffic congestion, school and day care schedules, etc., when it is not in conflict with the County’s operations. While it is desirable to accommodate the work schedule of employees where possible, the operational needs of the County must come first. Supervisors



shall ensure that a sufficient number of employees are at their work stations during normal hours to perform routine work functions and provide services to the public. Because of individual work assignments, supervisors and other employees may be subject to special restrictions being applied to their work schedules and flextime may not be an option.

#### **6.01.2 Procedure: Flextime/Staggered Work Hours**

A. All full-time employees are subject to working forty hours per week.

B. In all cases, including flextime/staggered work hour schedules, adherence to starting times, lunch periods and end of work day is required.

C. Each ~~Division Director~~ **Department Head** is expected to institute reliable Coordinatorial controls to ensure that employees arrive and leave at their appointed time and are involved in performing their assigned duties.

D. Flextime/staggered work hours may be altered or canceled by supervisors as is deemed necessary to fulfill the responsibilities of the work unit.

E. Employee abuse of flextime/staggered work hours may result in withdrawal of flextime privileges or more severe disciplinary actions.

#### **6.01.3 Lunch Breaks**

All employees are required to take a minimum of 30 minutes not to exceed 60 minutes for lunch break unless prior approval by department head.

#### **6.02 Attendance and Leave Records**

Finance/Payroll ~~and Personnel Office~~ shall maintain complete and accurate attendance and leave records.

The Department Heads shall be responsible for forwarding all associated documentation of attendance and leave to Finance/Payroll ~~and Personnel Office~~ by the posted due date. Notification of exceptions requiring early timesheet turn-in will be made when necessary.

#### **6.03 Attendance Standards**

In order to ensure the efficiency and productivity of County operations, regular attendance and arriving at work on time are requirements of continued employment. As a general guideline, over a period of not less than six (6) months, an average of over eight (8) hours a month is excessive time missed from work for whatever reason (except as noted below), regardless of whether the absences are excused, unexcused, paid or unpaid. Absences due to Disability Leave, Parental Leave, Compensatory Leave, Administrative Leave or Annual Leave, all of which have been scheduled and approved in advance shall not be counted against this standard. Lengthy periods of well documented illness, as well as other unusual circumstances, will be considered in the context of the overall attendance and employment record in applying this standard.

#### **6.04 Notification Requirement**

If an absence is unavoidable, employees are required to notify their immediate supervisor of such absence as soon as possible ~~at least 8 hours~~ prior to the beginning of their work shift. The employee must call in himself/herself and speak with a supervisor. ~~Messages left on an answering machine or voice mail are not acceptable.~~ Excessive absenteeism, tardiness, and failure to notify supervision of an absence are grounds for disciplinary procedures.

Twenty-four (24) ~~Three (3)~~ successive work hours ~~days~~ missed without notifying a supervisor shall be considered abandonment of one's position and shall be grounds for automatic termination.

#### **6.05 Holidays**

Holidays shall be designated by the Board of County Commissioners. Each full time employee is entitled to an eight (8) hour Personal Holiday that does not count toward annual leave. This Personal Holiday should be used on a calendar year basis and does not roll over to the next year if not used.

An employee normally scheduled to work on the designated holiday shall be paid for the number of hours normally worked that day at his or her rate of pay.

When the actual holiday falls on the employee's scheduled work day, the holiday may be observed on the actual holiday instead of the designated holiday.

Should the designated holiday not fall on a normal workday of a full time employee, the employee shall be paid for an additional eight (8) hours at his or her rate of pay for the holiday.

When work schedules are adjusted by mutual agreement between employee and County Administration, Holiday Pay will be based on a 40 hour workweek. Any employee that is required to work less than 40 hours per week is not entitled to holiday pay.

An employee who is not on approved paid leave, and fails to report on the scheduled workday before or after a holiday, shall not be paid for the holiday in proportion to their hours regularly worked during the week.

E.M.S. employees shall receive pay equivalent to 8 hours at straight time for holidays that fall on their day off, and 12 hours at straight time in addition to their regular pay for holidays worked.

#### **6.06 Family and Medical Leave Act:**

In accordance with the Family and Medical Leave Act of 1993, eligible County employees are entitled to extended leave without pay under specified conditions. Depending upon the reason, employees may elect to substitute their accrued annual, compensatory, swing, or sick leave for any part of the 12 weeks of leave granted under the Act.

Employees must request coverage through immediate supervisors and the Personnel Office. The Personnel Office will interpret provisions of the Act not stated below. In general, the Act provides for the following:

### **Entitlement**

Eligible employees are entitled to a total of 12 work weeks of leave during the 12-month period measured forward from the date of an employee's first FMLA usage ~~any 12-month (calendar year) period~~ when leave is taken for one or more of the following circumstances:

- A. The birth of a son or daughter of an employee and to care for the child;
- B. The placement of a son or daughter with an employee for adoption or foster care;
- C. To care for the spouse, son, daughter, or parent of an employee, if the family member as a serious health condition;
- D. An employee is unable to perform the functions of the position because of the employee's own serious health condition.

### **Eligible Employees**

To be eligible for coverage, an employee must:

- A. Be a executive support service, senior or executive management service employee, full or part-time;
- B. Have been working for the County for least 12 months before the leave request; and
- C. Have worked at least 1,250 hours during that time.

### **Notice Requirement**

Eligible employees are under a general duty to give 30 days' notice of their intent to take leave for foreseeable events, such as the expected birth of a child or planned medical treatments. Thirty days notice is not required in all cases, but the employee must give as much notice as is possible.

### **Certification**

Certification issued by a health care provider must be submitted to the County Coordinator

Division which includes a statement of:

- A. The date the condition began;
- B. It's probable duration;
- C. Appropriate medical facts; and
- D. An assertion that the employee is unable to perform the employee's job function, or that the employee is needed to care for a sick family member for a specified time.

An employee may be required to provide certification of ability to return to work.

### **Restoration**

Eligible employees returning from family and medical leave have the right to be returned to the job position that they held when they went on leave, or they may be placed in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

**Benefits**

Eligible employees retain all accrued benefits while on leave. Health plan coverage is maintained by the County while an employee is on family and medical leave. Provisions for collection of employee contributions to health plan coverage shall be made on an individual basis.

**Periodic Reporting**

An employee, in consultation with their supervisor, is required to report periodically on their status and plans to return to work.

**6.07 Annual Leave Accrual**

Annual leave is provided for the purpose of rest, recreation, and time with family, travel, and other forms of renewal by getting away from the job. It also enables employees to take care of other time consuming personal matters which may arise from time to time. Annual leave is not intended as a substitute for regular on-time attendance and will not be approved by supervisors to make up for habitual lateness. All regular employees shall be entitled to earn and accrue annual leave. Employees who work less than full-time shall accrue leave in proportion to their hours worked.

Creditable service for annual leave shall begin to accrue immediately upon employment. Credits for annual leave shall be allowed on the following basis:

**Regular, Full Time employees:**

Annual leave shall be accrued at the rate of eight (8) hours for years 1 thru 9; ten (10) hours for years 10 thru 14; thirteen and one-half (13.50) hours for years 15 thru 19 and sixteen and three-quarters (16.75) hours for years 20 and above.

**Part Time employees:**

Employees who work less than the normal workweek shall be credited with leave in proportion to the amount of time worked, computed on a base rate of 8 hours per month.

**Temporary employees or casual employees:**

Annual leave shall not be credited or granted to temporary employees.

**Shift EMS employees:**

E.M.S. employees are scheduled to work 2928 hours per year compared to 2080 for regular employees. By pro-rating the hours worked, E.M.S. shift employees will accrue annual leave time at the following rate:

Annual leave shall be accrued at the rate of twelve (12) hours per month for years 1 thru 9; sixteen (16) hours per month for years 10 thru 14; eighteen (18) hours per month for years 15 thru 19 and twenty (20) hours per month for years 20 and above.

#### **6.08 Request for Annual Leave**

A request for annual leave shall be submitted to the employee's immediate supervisor on the official Leave Request Form for the department. Annual leave should be requested as soon as possible, but not less than two (2) weeks in advance. Leave may be taken only after approval of supervisor.

Approval or disapproval of request for three (3) days or less will be given within the same day. Requests for four (4) or more annual leave days should be given within two (2) working days.

When approved leave has been granted and a County emergency occurs requiring the Employee to work, costs associated with leave travel plans which are not reimbursable, will be paid by the County.

E.M.S. operates 24 /7 and employees will be granted leave only if the supervisor is able to staff the units for the requested dates.

No employee shall be granted annual leave unless the time granted shall have already accrued or will accrue during the period.

Department Heads: A Department Head shall notify the County Coordinator one (1) week in advance if the Department Head plans to take more than two (2) weeks of vacation leave in sequence.

Other employees: All requests for vacation leave in excess of three (3) working days by employees other than Department Heads should be submitted to the employee's supervisor at least one (1) calendar month before the employee's commencement date or such advanced notice as deemed appropriate by the Department Head. The supervisor shall be responsible for coordinating all vacation leaves in his department in order that the work program of that department will not be adversely affected. The supervisor shall grant vacation leave on a first-come, first-serve basis and shall be empowered to deny vacation leaves, if necessary, to retain on duty such employees as necessary to reasonably conduct the work program of that department.

Payment in lieu of vacation time is not authorized, provided, however, that when an employee is separated from employment, he may be paid for all accrued vacation leave up to but not exceeding 240 hours.

Annual leave usage shall be reported to the payroll department with each payroll request. Accrual balance will be reported back to the employee on their pay stub.

#### **6.09 Treatment of Leave for Less Than One Day**

Leave can be taken on an hourly basis if approved by the supervisor.

### **6.10 Duration of Annual Leave**

Annual leave may be accumulated in excess of two hundred and forty hours (240) during the calendar year. At the option of the employee excess annual leave over the two hundred forty hours (240) may be converted to sick leave on January 1<sup>st</sup>. Not more than fifteen (15) consecutive working days of accumulated annual leave time may be taken at any one time unless approved in advance by the employee's Department Head.

### **6.11 Sick Leave Accrual**

All regular employees shall be entitled to accrue sick leave. Employees who work less than full time shall accrue sick leave in proportion to their hours worked. Sick leave is credited at the rate of eight (8) hours per calendar month with no limit to accumulation. Part-time credits are prorated. E.M.S. shift employees will receive 10 hours monthly.

### **6.12 Uses of Sick Leave**

Illness, debilitating injury, pregnancy, childbirth, adoption, medical or dental appointments and care for employee's immediate family are valid uses of sick leave. An employee on annual leave is allowed to convert such leave to sick leave when the employee becomes ill or injured and proper documentation is submitted to the Personnel Office.

When requesting sick leave for immediate family illness, the person who is ill or injured, as well as the general nature of the illness or injury, must be identified.

An employee who is to be absent from work and wishes to request sick leave shall submit an official Leave Form in advance, when possible. Otherwise, the employee shall notify his or her supervisor before the usual reporting time, and then upon returning to work, the employee shall immediately submit to the supervisor an official Leave Form. Failure to do so may result in a loss of pay for the absence.

A Supervisor may require a medical statement from a physician for use of sick leave when a pattern of abuse is indicated. The Personnel Office attendance records are monitored by supervisors and the Personnel Office, for compliance with established attendance standards (See Attendance Standards in this section).

Use of sick leave under false pretenses, or non-compliance with attendance standards, may be grounds for disciplinary actions up to and including termination.

#### **6.12.1 Method for Calling in Sick**

If an absence is unavoidable, employees are required to notify their immediate supervisor of such absence as soon as possible ~~at least 8 hours~~ prior to the beginning of their work shift. The employee must call in himself/herself and speak with a supervisor. ~~Messages left on an answering machine or voice mail are not acceptable.~~ Excessive absenteeism, tardiness, and failure to notify supervision of an absence are grounds for disciplinary procedures.

~~Twenty-four (24)~~ ~~Three (3)~~ successive work ~~hours~~ days missed without notifying a supervisor shall be considered abandonment of one's position and shall be grounds for automatic termination.

~~The employee must call in himself / or herself and speak with a supervisor within the time frame established by the Department before scheduled for duty. E.M.S. Department requires a minimum of eight (8) hours notice. Speaking with someone other than a supervisor, or leaving a message is not acceptable and will be grounds for disciplinary action.~~

#### **6.12.2 When Earned Sick Leave is exhausted**

No sick leave in excess of the leave accumulated to the employee's credit may be granted. In instances where the illness of an employee extends beyond the employee's sick leave credits, annual leave may be approved for sick leave use by the Department Head in special cases.

In instances, other employees may donate sick leave. See section 6.23 Sick Leave Transfer.

#### **6.13 Compensatory Time (Comp Time)**

Comp time must have prior authorization by the Department Head or designee and shall be computed at time and one half for actual hours worked over forty (40) hours per work week. An un-worked holiday shall be counted as hours worked solely for the purpose of computing entitlement to comp time.

Comp time must be used within six (6) months of earning and must be used prior to using any other accrued leave.

#### **6.14 Method of Leave Accumulation**

A. Upon employment, annual and sick leave shall be credited at the rate of one quarter (1/4) the appropriate monthly amount for each forty (40) hours of actual work completed during the initial month of employment.

B. Upon separation, annual leave shall be credited at the rate of one quarter (1/4) the appropriate monthly amount for each forty (40) hours of actual work completed during the final month of employment.

Annual and sick leave shall be credited on the first day of the month following the month the leave was accrued. If an employee has insufficient leave credits to cover a period of absence, he or she shall be placed on leave without pay. In such cases, appropriate payroll adjustments shall be made for the period during which the absence occurred.

No leave shall be granted for less than one half (1/2) hour, nor in increments of less than one quarter (1/4) hour.

### **6.15 Credit for Unused Sick Leave**

Payment in lieu of sick leave is not authorized. Provided, however, upon separation of employment an employee shall be paid twenty-five percent (25%) of his/her accumulated sick leave after ten (10) consecutive years of service. When an employee reaches normal retirement as defined by law, and is at the time of such retirement employed by the County he/she shall be paid fifty percent (50%) of his/her accumulated sick leave. The amount paid for either of the above shall be determined by the hours of accrued leave multiplied by the employee's current hourly rate of pay.

### **6.16 Military Leave**

Long term leave is extended to an employee who is drafted or who volunteers for active Military service. This leave begins the day of induction and ends ninety (90) days after the date of separation from service or from hospitalization continuing after discharge. Active military service includes active duty with any branch of the Armed Services. When an employee is granted military leave for active military service, the employee's position may be filled by another employee. Upon separation from the military service, not more than five (5) years from date of induction, the employee shall be eligible to return to the position held. However, the employee may be placed in another class with duties the employee is able to perform.

Application for reinstatement following extended leave must be made within ninety (90) days after completion of military service and within thirty-one (31) days after completion of initial active duty for training of not less than three (3) months.

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall upon presentation of a copy of the employee's official orders be granted leave with pay for periods during which the employee is ordered to active duty for training. Whether continuous or intermittent, such leave with pay shall not exceed seventeen (17) working days in any one annual period.

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, and is ordered to active duty (not active training) shall upon presentation of a copy of the employee's official orders, be granted military leave. The first thirty (30) calendar days of such leave shall be with pay, and the remainder without pay.

Leave payment of this type shall be made upon receipt of evidence from the appropriate military authority that thirty (30) days of active military service has been completed.

E.M.S. employees who qualify for military leave will use one (1) working day for every twelve (12) hours of duty missed.

### **6.17 Disaster Leave**

An employee who is a Certified Disaster Service Volunteer of the American Red Cross may be granted a leave of absence without pay for not more than 15 working days in any 12-month period to participate in specialized disaster relief services for the American Red Cross. Such leave of absence may be granted upon the request of the



American Red Cross and upon the approval of the County Coordinator. Upon request, an employee may make a request to his/her department head to use up to 5 working days of their sick leave to help with a church or civic group during a disaster. An employee granted leave under this section shall not be deemed to be an employee of the county for purposes of workers' compensation. Leave under this policy shall be granted only for services related to a disaster occurring within the boundaries of the State of Florida.

#### **6.18 Administrative Leave**

Administrative Leave is "paid leave" and will not be considered for the purposes of overtime calculation. Approval of administrative leave is limited to an amount necessary to bring the employee to full pay (40 hours of work in the work week or pro-rated for part time employees). In no case can the approval of administrative leave cause the employee to exceed the number of hours he/she is normally scheduled in the work week. (The only exception is for those employees required to work during "state of emergency" situations; see section 5.10)

Administrative Leave may be authorized for the following reasons:

**A. Court** - An employee who is summoned as a member of a jury panel or is subpoenaed as a witness, not involving personal litigation, shall be granted leave with pay. Employees shall not be reimbursed by the County for meals, lodging, or travel expenses incurred while serving as a juror or witness. The employee shall be required to submit a copy of the summons or subpoena when requesting this type of administrative leave.

**B. Donating Blood** - An employee may be granted up to two (2) hours of leave with pay for the purpose of donating blood.

**C. Death in Immediate Family** - An employee shall, upon request be granted up to but not exceeding 24 hours leave with pay on the death of a member of the employee's immediate family.

Sick leave may also be used for death in the immediate family. (See definition of Immediate Family in Sec. I.)

Employees must notify the supervisor of the deceased relative's name and relationship to the employee. Proof of the death may be requested by the supervisor.

**D. Man-Made or Natural Disasters** - The County Coordinator or designee shall have the authority to close County offices due to man-made or natural disasters such as, but not limited to, hurricanes, tornadoes, ice/snow conditions, or floods. All employees affected shall be granted administrative leave with pay for the hours they would have normally been scheduled to work during such "state of emergency". Any employee who reports to work during scheduled administrative leave during a man-made or natural disaster may be eligible to receive the hours granted as compensatory time or straight pay, as determined by the County Coordinator.

Refer to Section 5.10, Emergency Guidelines for Compensation, Work Hours and Work Assignments for eligibility to receive Administrative Leave. The length of Administrative Leave granted will be determined by the County Coordinator. For extended periods of disasters, employees may be required to use their own personal leave.

**E. Election Volunteer** - Up to (8) hours of administrative leave may be granted by the County Coordinator (or designee) to non-OPS employees who, on a regularly scheduled County work day, serve as an elections day poll worker for the Madison County Supervisor of Elections. Eight hours is the maximum number of administrative leave hours that will be awarded to an employee for serving as a poll worker on an elections day, regardless of the number of hours an employee is regularly scheduled to work that day. Administrative leave hours for part-time employees will be pro-rated. Each request must be submitted in writing to the employee's supervisor, who upon consideration and approval will forward it to the County Coordinator (or designee). Advance approval by both the employee's supervisor and the County Coordinator (or designee) is required for leave authorization. The approved request must be attached to the employee's time sheet (or leave/compensation request form) and submitted to payroll for payment.

**F. Formal Investigations** - An employee under formal investigation or an employee who is participating in an investigation for a violation of rules, policies or procedures for which suspension or dismissal may result, may temporarily be assigned other duties if deemed advisable, or may be placed on administrative leave with or without pay if the employee's absence from the work location is deemed appropriate. The period of the temporary assignment or the administrative leave shall not exceed 20 working days for each investigation. Administrative leave may be granted by Department Heads upon consultation and approval of the County Coordinator ~~Personnel Office. Each request shall be immediately reported in writing by the Personnel Office to the County Coordinator for approval.~~

**G. Other reasons** - Administrative Leave may be granted by the Board or by the County Coordinator for education and other job related purposes not paid for or provided by the County policy, when such leave is deemed of benefit to the operations of the County government. Leave shall be authorized in writing and documented on the official Leave Request Form or on the official time sheet. Leave credit shall be accrued during such periods of paid leave.

If an employee does not use administrative leave as authorized in this section, the employee shall not accrue or be paid for such unused leave.

### **6.19 Unauthorized Absence**

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these regulations shall be deemed an unauthorized absence. Any such absence shall be without pay and may subject the employee to disciplinary action.

## **6.20 Workers' Compensation Leave**

Workers' Compensation Leave is "paid leave" and will not be considered for the purposes of overtime calculation.

An employee who sustains a job-related disability that is compensable under the Workers' Compensation Law shall be carried in full pay status for a period not to exceed seven (7) calendar days without being required to use accrued leave credits. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee. If the employee receives Workers' Compensation benefits for this period of leave with pay, the employee shall reimburse the County the amount of the benefits. Such reimbursement shall not include payments for medical, surgical, hospital, nursing, or related expenses, or lump-sum or scheduled payments of disability losses.

If the employee is unable to resume work at the end of the seven (7) calendar day period: The employee may elect to use accrued sick, compensatory, or annual leave in an amount necessary to receive salary payment that will supplement the Workers' Compensation payments to the total salary being received prior to the occurrence of the disability. If the employee elects to use accrued leave to supplement worker's compensation benefits, the employee's compensation shall revert to standard Workers' Compensation benefits when accrued leave is exhausted.

In no case shall the employee's combined salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments; or if the employee elects not to use accrued leave, the employee shall receive normal Workers' Compensation benefits; or if, in the opinion of the Accident Review Board (ARB), the employee's actions were heroic, a recommendation for 100% compensation of wages shall be forwarded to the County Coordinator. Upon approval by the County Coordinator, the request shall be forwarded to the Board for final approval. "Heroic Action" is defined as follows:

***Heroic Action:** A Heroic Action is when an employee, without regard for his/her own safety goes beyond normal job responsibilities in an attempt to prevent an accident or correct a potential hazard of life threatening proportions for him/her or others, and is subsequently injured. The hazard which brought about the heroic action must be real, imminent, and life threatening. Others injured in the accident may be considered heroic if their actions, or lack thereof, did not contribute to or cause the accident.*

### **6.20.1 Procedure: Reporting an Accident**

At the time that an accident occurs, there is an assessment of the severity of injury sustained by the employee by the supervisor.

1. If the injury is life threatening or is of a very serious nature, the supervisor is responsible for getting the employee immediately to a hospital. Should such an

accident occur away from the office, the supervisor is responsible for communicating with the office and for filing the Notice of Injury form with the Benefits Coordinator ~~Personnel Office~~ within twenty-four (24) hours after the accident.

2. If the injury requires medical treatment, but is not life threatening or of a very serious nature, the supervisor is responsible for getting the employee immediately to a physician designated on the County's Workmen's Compensation Policy and Procedure. Should such an accident occur away from the office, the supervisor is responsible for communicating with the office and for filing the Notice of Injury form with the Benefits Coordinator ~~Personnel Office~~ within twenty-four (24) hours after the accident.

3. If the injury requires no medical treatment the Notice of Injury form is completed by the employee immediately and the supervisor is responsible for filing the form with the Benefits Coordinator ~~Personnel Office~~ within twenty-four (24) hours after the accident.

Accidents are investigated by the Department ~~Personnel Office~~ with results forwarded back to the County Coordinator ~~Department/Division~~. Identified unsafe acts by employees may be subject to disciplinary actions. All accidents involving property damage of over \$500 require a drug test. Refer to the Madison County Drug-Free Policy and Procedure Manual.

#### **6.20.2 Procedure: Extending Salary during Workers' Compensation Leave**

In those cases where the employee has elected to use accrued leave credits, has exhausted all accrued sick leave credits, and is still unable to return to work, the Board may approve a request for an extension of disability leave with pay. In such cases, the Department Head ~~Division Director~~ must submit to the County Coordinator, along with the request for authority to carry the employee in pay status, a medical report which gives a current diagnosis of the employee's physical condition and a prognosis regarding his or her recovery and ability to return to work.

The request from the Department Head ~~Division Director~~ shall specify the period for which the extension of disability leave with pay is requested and shall state the reasons why the extension is recommended by the department and any other pertinent information so as to why such an action is in the best interests of the County.

#### **6.21 Sick Leave Transfer – Board of County Commissioners Departments**

Employees may voluntarily transfer sick leave time to an employee who has utilized all available leave time (including annual, sick and compensatory) subject to the following criteria:

- A. Participation is at all times completely voluntary on the part of the donating employee and the receiving employee.

- B. Voluntary transfer of sick leave is permitted provided that a minimum of eighty (80) hours of sick leave remain in the employee's account following execution of the sick leave transfer. The minimum transfer amount for each transaction shall be eight (8) hours. The donation may not be cancelled once the transfer has been recorded in the payroll computer program.
- C. When transferring sick leave, the County shall credit the employee with only the amount of sick leave needed to bring the employee's total number of compensable hours up to the minimum number of hours for the pay period.

To be eligible to receive sick leave transfers, the employee must meet the following conditions:

- A. Utilized all accrued sick leave, annual leave and compensatory leave.
- B. The employee has suffered a documented illness, accident or injury, and requires, as certified by the treating physician, absence from the workplace for a minimum of five consecutive workdays. Transferred sick leave shall be used for absences associated with such documented conditions beginning with the sixth missed workday or partial workday or on the first day the employee has exhausted all leave credits, whichever is later. Donated leave may be used consecutively, intermittently or in increments of a quarter hour, as needed.
- C. The employee is not eligible for disability leave.
- D. The employee has not used more than 1040 hours of transferred sick leave credits in the preceding twelve-month period.

**6.21.1 Sick Leave Transfer between Constitutional Officers and Board of County Commission Departments.**

- A. It is appropriate for employees within various Constitutional Officers and Departments of the Board of County Commissioners to transfer their available sick time (voluntarily) to employees in other Constitutional Offices or Departments of the Board of County Commissioners.
- B. For audit purposes a detailed record of this transfer of sick leave should be maintained by both the office or department transferring the sick leave and the office or department receiving the sick leave. The transfer should be documented in writing and signed by both employees acknowledging the voluntary transfer of sick leave.

- C. This policy will in no way supersede parameters and restrictions on these transfers in the personnel policies and procedures of the various Constitutional Offices and Board of County Commissioners.

## **SECTION 7 DISCIPLINE**

### **7.01 Intent**

The intent of this chapter is not to restrict the rights of employees, but to protect the rights of all and ensure equality. There shall be no discrimination against an employee because of race, color, national origin, sex, sexual orientation, age, disability, marital status, religion, or political affiliation. Executive Service employees are "at will" employees; therefore disciplinary procedures are not applicable.

### **7.02 Administration of Discipline**

The immediate supervisor has the authority to give an oral or written warning and effectively recommend to the appropriate authority other disciplinary action. In cases of fighting, threat or use of weapon on the job, the possession of illegal substance, intoxicant or abuse of county property, the supervisor has the authority to suspend immediately. The authority to administer all other disciplinary action is vested with the Department Head, County Coordinator or their designees. The immediate supervisor must make recommendations.

### **7.03 TYPES OF ACTIONS**

#### **7.03.1 Oral Warning**

This is the least severe disciplinary action. It should serve as an "alert mechanism" to establish more satisfactory performance or behavior. A written account including the date and nature of the oral warning shall be made for the department's reference. An employee shall be advised when an oral warning is being made.

#### **7.03.2 Procedure: Oral Warning**

1. The immediate supervisor of an employee is authorized to give a verbal warning to an employee in order to establish or reestablish satisfactory performance or behavior. An effective oral warning includes a clear description of the correct performance or behavior which is desired and notice to the employee that the conversation is to be considered an oral warning.

2. The supervisor documents such oral warning in an informal written record (incident file). Such documentation should include the date of the oral warning and, if possible, a brief summary of the conversation to include major points, requests, suggestions,

directions, etc. given by the supervisor and any remedial action agreed upon by the employee.

### **7.03.3 Written Warning**

This is a disciplinary action whereby the employee is notified in writing of unsatisfactory conduct or performance. The employee shall receive a copy of the written warning and the original shall be forwarded to the Benefits Coordinator ~~Personnel Office~~ for inclusion in the employee's personnel file. This action is grievable.

### **7.03.4 Procedure: Written Warning**

1. Although the immediate supervisor has the authority to issue a written warning, before doing so consultation with the County Coordinator ~~Personnel Office~~ is advisable. Such consultation may provide assistance in assuring fairness and consistency of discipline across departmental lines and in developing language for the written warning which is fair, clear, accurate, and less susceptible to challenge through a grievance procedure.

2. The supervisor prepares a written warning on the Employee Discipline Report Form and makes an appointment with the employee to discuss it in private. A good written warning should include a clear description of the correct behavior which is expected, reference to the fact that the written notice constitutes a written warning and a statement that continued unsatisfactory performance or conduct will result in more severe disciplinary action.

3. Following discussion with the employee, the original of the Employee Discipline Report Form is forwarded to the Benefits Coordinator ~~Personnel Office~~ through line management for inclusion in the employee's personnel file.

4. The employee must be told that this action is grievable.

## **Discipline**

### **7.03.5 Suspension**

1. An employee may be suspended with or without pay for disciplinary reasons for a length of a time that the County considers appropriate provided it does not exceed fourteen (14) calendar days. The period of suspension may be extended with approval of the County Coordinator. If an employee again becomes subject to disciplinary action (except oral warning) within twelve (12) months after being suspended, he or she may be terminated. Unless outlined in the administration of discipline, this action is grievable. This action may only be taken with the approval of the County Coordinator or his/her designee.

2. If a workplace situation necessitates the immediate removal of an employee from the work site, such an employee may be immediately suspended by the supervisor and directed to report back to the supervisor at a date and time certain (within two (2) working days) concerning further disposition of the matter.

### **7.03.6 Procedure: Suspension**

1. When employee conduct warrants consideration of suspension, the supervisor gathers from the employee involved and witnesses (if appropriate) all possible information concerning the improper conduct. The supervisor then notifies the employee that following consideration of all facts, the supervisor will notify the employee of a decision concerning any disciplinary action to be taken. Investigations will be conducted as quickly as administratively possible.

Once the investigation is completed, employees will be notified of action to be taken within two (2) working days.

2. In an emergency situation involving the necessity to immediately remove the employee from the worksite, an employee may be suspended "pending further disposition of his or her case" and directed to report back to the supervisor at a time certain concerning further disposition of the case. This appointed time will be within two (2) working days of the incident, and the employee will be so notified. Following a thorough investigation, the supervisor or other representative of the County consults with the County Coordinator ~~Personnel Office~~ concerning the proposed disciplinary action to be taken. The purpose of such consultation is to assist in assuring fairness and consistency of discipline county-wide, and to assist with the procedures and preparation of documentation, so that proper and correct procedures are followed.

3. Following such consultation with and approval by the County Coordinator ~~Personnel Office~~, the appropriate person shall prepare a Personnel Action Form and an Employee Disciplinary Report Form, which includes a clear statement of disciplinary action to be taken as well as the reason for the action. These are both forwarded to the Benefits Coordinator ~~Personnel Office~~ with a copy of the Employee Disciplinary Report Form going to the employee.

4. The supervisor meets with the employee to explain the disciplinary action to be taken, the reasons behind the discipline, the nature of the correct conduct which is expected in the future, and the fact that continued unsatisfactory conduct will be dealt with utilizing more severe disciplinary action, including possible termination of employment.

### **7.03.7 Termination**

Termination is the most severe form of discipline. Terminations may be necessary due to unacceptable personal conduct, unsatisfactory work performance, or failure to observe County rules and regulations. This action may only be taken after consultation with the County Coordinator or his/her designee.

### **7.03.8 Procedure: Termination**

The procedure for termination is outlined in Section 9.02.1 of this manual.

## **7.04 Application of Disciplinary Action to Offenses**



The severity of any disciplinary action should be related to the gravity of the offense, the employee's work and discipline record, length of County service, and past County practice in similar cases.

#### **7.05 Guidelines for Disciplinary Action for First Offenses**

Listed below are guidelines for disciplinary action involving first offenses. The list is not intended to be exhaustive nor are the suggested actions for any offense required. The circumstances of each case shall govern the disciplinary action.

##### **A. Misconduct Normally Resulting in an Oral Warning**

1. Absenteeism;
2. Tardiness; and
3. Failure to perform assigned duties properly or in a timely manner.

##### **B. Misconduct Normally Resulting in a Written Warning for First Offense**

1. Absence without authorized leave;
2. Offensive conduct or abusive language;
3. Improper use of County equipment;
4. Leaving assigned work station without permission, when responsibility mandates a presence; and
5. Abuse of sick leave.

##### **C. Misconduct Normally Resulting in Suspension for First Offense**

1. Flagrant violation of safety rules, resulting in a dangerous situation;
2. Insubordination;
3. Sleeping on the job;
4. Fighting;
5. Sexual Harassment; and
6. Discrimination.

##### **D. Misconduct Normally Resulting in Termination for First Offense**

1. Conviction of a felony;
2. Abuse or theft of County property;
3. Willfully making false statements about the County or its employees;
4. Falsification of records such as, but not limited to, time and attendance, employment history, travel vouchers;
5. Illegal acceptance of gratuities;
6. Possession or use of intoxicants or controlled substances on the job;
7. Violence leading to the injury of another or destruction of County property;
8. Abandonment of job (twenty-four (24) successive work hours ~~three successive work days~~ missed without notification to supervisor); and
9. Threat or use of weapon on the job.

#### **7.06 County Standards**

It is the policy of the County that what a person does on his or her own time is exclusive of employment with the County. However, such policy is not absolute. If an employee's outside conduct impairs the reputation of the County; causes the employee to be unable to

perform work or appear at work; or leads to refusal or reluctance on the part of others to work with the employee, barring protection under law; then the appropriate supervisory authority is justified in taking disciplinary action. When an employee is on County property, he or she is subject to the County's work standards. Furthermore, an employee officially representing the County at a location other than his or her normal place of work is accountable for compliance with the County's policies, procedures, and standards.

### **7.07 Division Work Rules**

Subject to the approval of the County Coordinator ~~Personnel Office Director~~, Department Heads ~~Division Directors~~ are authorized to establish certain work rules and regulations governing their operations in regard to hours of work, employee conduct, and work procedure, as long as these rules do not conflict with those specified in this manual. All employees are required to adhere to departmental policies and procedures ~~rules~~, as well as all County policies ~~rules~~ and procedures. Violation of these policies and procedures ~~rules~~ on the part of the employee may result in disciplinary action.

## **SECTION 8 GRIEVANCE PROCESS**

### **8.01 Intent**

This process is intended to provide a method for employee complaints to be heard and acted upon by the appropriate authority in an appropriate time frame and fair manner.

### **8.02 Grievance Process**

A grievance can be filed for work-related dissatisfaction. Grievances cannot be filed due to administrative policy or disciplinary oral warnings.

Employees have the right to consult with representatives or counsel of their own choosing throughout the Grievance process. However, all meetings shall be limited to County Employees and/or those invited by the County Coordinator. Any employee having successfully completed the probationary period may grieve.

Temporary and probationary employees may pursue grievances only to the Department Head ~~Division Director~~ level.

An employee who voluntarily separates from County employment waives the right to initiate or process a grievance.

A grievance process must be initiated within five (5) days of the grievable action.

#### **8.02.1 Procedure: Grievance Process**

Most jobs related dissatisfaction or problems can be handled by the Department Head ~~supervisor~~. The first step in resolving work related problems or dissatisfaction is always to attempt to resolve them with the Department Head ~~immediate supervisor~~.

**Step 1** - A written statement prepared by the employee identifying the issues is submitted to the Department Head ~~supervisor~~. Within three (3) working days of action there will be

a meeting between the Department Head supervisor and the employee. The Department Head supervisor will document the resolution or the response to the allegations.

A. A resolution will be forwarded ~~through the chain of command~~ to the Benefits Coordinator Human Resources for placement in the employee's personnel file. A resolution exists only when signed by both employee and supervisory/management employee.

B. A response will be given back to the employee so they can decide whether to continue the process. In those instances where the problem cannot be resolved in this first step, the employee may continue the process accordingly.

**Step 2** - The employee will notify the Department Head supervisor, or County Coordinator, of the intent to continue the grievance process within twenty-four (24) hours of receipt of the response, by presenting the documented written grievance paper. A meeting will be scheduled between the employee and the County Coordinator. The Department Head immediate supervisor may attend if requested by the employee.

A. Within five (5) working days of employee's intent to continue notification, the County Coordinator will present a resolution to the Benefits Coordinator for placement in the employee's personnel file. ~~Personnel Office through the chain of command~~. A resolution exists only when signed by both employee and supervisory/management employee.

B. A response will be given back to the employee so they can decide whether to continue the process. In those instances where the problem cannot be resolved in the second step, the employee may continue the process accordingly with the Board of County Commissioners at a regular scheduled meeting.

## **SECTION 9 SEPARATION**

### **9.01 Resignation**

To resign in good standing, except in the case of an emergency, an employee should give at least two weeks (14 calendar days) notice in writing to his or her Department Head supervisor. In the case of an emergency, the reason should be fully documented in the notice. Employees who resign shall receive payment for all accrued annual leave (vacation) up to but not exceeding 240 hours. See section 6.15 for sick leave pay out.

### **9.02 Termination**

**All terminations must be brought to the attention of the County Coordinator prior to notifying the employee.**

Prior to termination of any regular employee, the employing Department Head shall give the employee written notice and an opportunity for conference.

#### **9.02.1 Procedure: Notification of Termination**

1. The employee shall be given written notice of the proposed action at least five (5)

working days prior to the date the action is to be taken.

2. The termination notice shall be hand delivered to the employee in the presence of a witness, and when possible signed for by the employee, or sent via certified mail, return receipt.

3. The termination notice shall be signed by the person authorized by the employing department to take or to recommend the action and shall include the following:

- a. The effective date of the proposed action.
- b. A statement advising the employee that he or she may, within three (3) working days of receipt of the notice, submit a request in writing to make an oral or a written statement, or both, to the department to refute or explain the charges made against the employee.
- c. The name, address, and telephone number of the person to whom the request shall be directed.
- d. The employee shall be notified that the conference will be held within two (2) working days after the request is made or upon a mutually agreed upon time.
- e. The place is determined by the Department Head.
- f. The conference shall be held during regular business hours and prior to the proposed effective date of the action.
- g. A statement to the employee which states that he or she may bring witnesses to the conference or may submit statements from witnesses in the form of affidavits.

#### **9.02.2 Procedure: Conference**

The conference shall be informal and held as an evidentiary hearing.

The employee may bring an attorney or a witness to the incident to assist or advise.

The employee shall be permitted to submit any relevant information he/she desires, oral or written. If the employee chooses to make no response, the employing Department will proceed on the basis of the best information it can obtain.

#### **9.02.3 Procedure: Notice of Final Action**

If the employing Department determines after the conference that it will precede with the termination, the employee shall be promptly notified by certified mail, return receipt requested. Such notice shall include explanation of the employee's right of appeal.

### **Separations**

#### **9.03 Appeals Process**

The employee has five (5) working days after receipt of final notice to notify the County Coordinator in writing of desire to appeal.

The appeal must be in writing and must contain the following:

1. The specific action or actions giving rise to the appeal.

2. The specific issues to be addressed by the employee.
3. Who will be in attendance at the appeal? (An employee may be represented by an attorney. Attorney fees are the responsibility of the employee.)
4. Any specific rules and/or regulations alleged to have been violated.

The County Coordinator or a designee will meet with the employee and others affected within five (5) working days of the filing of the appeal. The County Coordinator or the designee shall render a decision in writing within ten (10) working days following the meeting.

The decision shall be final.

#### **9.03.1 Timing in the Appeal Procedure**

Any time limit designated herein shall exclude the length of time an employee or designated supervisor or official from whom a response or action is required is out of town on official business or on approved leave. Further, the time limit at any phase of the appeal procedure may be extended by the mutual consent of the affected parties. In the absence of an extension, an employee's failure to observe the time limits herein shall constitute withdrawal from the appeals process. The supervisor's failure to observe the time limits shall be noted in their performance assessment.

#### **9.04 Reduction in Workforce**

Madison County is a performance based organization and strives to provide a stable employment environment for employees. However, reductions in work force and/or elimination of positions, programs, and services may be necessary from time to time for various governmental reasons. The County is committed to a policy of Equal Employment Opportunity, which manifests the right of all persons to advance on the basis of merit, ability and potential. Any such reductions shall not be made on the basis of or because of an employee's age, race, creed, sex, color, ethnic background, religion, national origin, or disability. The provisions of this policy are guidelines for reductions in work force. The county reserves the right to alter this policy, and may choose another process in order to meet the governmental and organizational needs of the County with minimal impacts as possible to employees. A reduction in work force may occur due to specific circumstances, which may include but are not limited to the following:

- a. Unfunded legislative mandates;
- b. Budget reduction, constraints, lack of or shortage of funds;
- c. Changes in organizational structure;
- d. Lack of work, reduction in services, program discontinuation, outsourcing of functions, changes in technology;
- e. Material changes in a job;
- f. Any condition of serious distress or disaster that may be determined or declared by the Board of County Commissioners.

#### **9.04.1 Procedure: General Provisions**

The County Coordinator shall determine the organizational unit(s) in which the reduction may best be accomplished. Every effort will be made to place impacted employees in other vacant positions for which they are qualified. However, placement cannot be guaranteed and will be based on the number and type of vacant positions available, as well as the qualifications of the employee.

Primary consideration for retention of employees will be given to an employee's performance record, experience, training, education, professional credentials, knowledge, skills, and abilities to perform the essential functions needed by the particular Department or needs identified in other program areas. Only in the event of similar job performance, knowledge, skills, and abilities, preference in retention may be granted to employees with the longest service with the County; or to veterans who may qualify for Veterans Preference in accordance with Florida Law.

#### **9.04.2 Notice to Impacted Employees**

Employees who will be separated from employment due to the reduction in work force shall be given written notification of the separation by their Department Head. Notice will be given at least fourteen (14) calendar days prior to layoff. In lieu of the fourteen (14) calendar day notice, the employee may be paid two (2) weeks pay at the employee's current rate, or a combination of days notice and pay. Any separation pay approved will be in accordance with F.S. 215.425.

Employees impacted by the reduction in work force shall be paid out for up to 240 hours of accrued annual leave, compensatory leave, and one-fourth of accrued sick leave. Employees may continue medical, dental and vision insurance coverage through COBRA. Employees who will retire and receive a benefit from the FRS Pension Plan will be eligible to continue health insurance as a retiree.

#### **9.04.3 Rehire of Impacted Employees**

Employees may be rehired following a reduction in work force if they had an acceptable work record, meet the minimum qualifications of the vacant position and successfully complete the background check and drug screening.

If an employee is rehired within one (1) year of the reduction in work force, the employee will be credited with the remaining unpaid sick leave accrual balance. Also, the employee will be granted credible service for the accrual of annual leave based on their previous service with the County.

#### **9.04.1 Prior to Layoff**

~~Employees with career status who are filling positions to be abolished may be transferred to vacant positions for which they are qualified. Employees must be notified in writing of the transfer. The letter will include notification to the employee of the reporting date, time, and place. Failure to report to the new position will constitute abandonment of position.~~

~~Employees with career status who are filling positions to be abolished shall be given~~

priority consideration for vacant positions for which they qualify. No original appointment of a new employee may be made to fill a vacant position until all eligible and interested employees facing layoff have been considered. If the hiring authority does not wish to appoint an affected employee, justification for the action is to be provided to the Personnel Office prior to advertising for recruitment to fill the position.

#### **9.04.2 Notice of Layoff**

When it becomes necessary to abolish positions, specific steps must be taken as follows:

Employees who are to be laid off will be notified by the County Coordinator or his/her designee in writing. Notice shall be sent to the employee by certified mail, return receipt requested, and except for positions for which grant funding ends sooner, will be mailed at least fourteen (14) calendar days prior to layoff. In lieu of the fourteen (14) calendar day notice, the employee (except those in grant funded positions) may be paid two (2) weeks pay at the employee's current rate or a combination of days notice and pay. The notice shall advise the employee of the action, the reason for the action, and the right of appeal to the County Coordinator or his/her designee. An appeal must be based upon whether the layoff was conducted in accordance with defined procedure. The notice will also advise the employee that within five (5) working days after receiving notice of layoff, the employee will have the right to request transfer (or bump) within the County, in lieu of layoff, to a class in which the employee held permanent status; or the employee may request a transfer to a class within the same class series at a level below the class in which the employee held permanent status. Such transfer cannot be affected to a higher class. A requested transfer by an employee being laid off will be granted except when the result would be to cause the layoff of another regular employee with more retention points than the employee who is requesting the transfer, or unless the employee is not qualified for the requested class. If an employee fails to exercise the right to request transfer, such action will, in lieu of other options being available, result in the employee being laid off.

Failure to submit a request for transfer within five (5) working days will result in the employee's loss of transfer right as described in this section.

#### **9.04.3 Procedure: Notice of Layoff**

Except for positions funded by grants, the County Coordinator or his/her designee, upon approval of the Board, shall advise the Personnel Office and the appropriate Department Head(s) of the position(s) to be abolished; including effective date(s) at least twenty-one (21) calendar days prior to the date they are to be abolished.

A regular employee who is bumped as a result of the transfer of another employee having greater retention points has the same right to request transfer provided in these rules.

#### **9.04.4 Order of Layoff**

Within the affected class employees will be laid off in the following order:

1. Emergency or temporary (O.P.S.) excluding grant funded employees.
2. Employees in their initial probationary period.

### 3. Regular employees.

~~An employee who is in probationary status in any class may be laid off without the provisions of this section applying.~~

~~No employee with regular status in any class may be bumped or laid off while an employee who does not hold regular status in the class is serving in that class.~~

~~Employees serving a promotional trial period shall have retention rights in the class from which they were promoted.~~

~~Employees filling grant funded positions will have rights of transfer within the grant only, but shall be given priority consideration for vacant positions and priority consideration for reemployment.~~

~~Among regular employees the order of layoff within each class will be based on the total retention points earned each calendar month of service following evaluation at the Met or Exceeded Expectations level.~~

~~No credit may be granted for a month in which:~~

~~A. The employee's overall performance evaluation was at the "Did Not Meet Expectations" level.~~

~~B. The employee was on suspension any length of time during the month.~~

~~C. The employee was on unapproved leave of absence of one or more workdays.~~

~~D. The employee was on leave without pay or on layoff for a consecutive period of over thirty (30) days (except for Maternity or Disability Leave).~~

~~Retention points shall be earned only for the most recent term of continuous County service.~~

~~Other special conditions which apply for retention point earnings are:~~

~~A. Special performance evaluations initiated within three months of the layoff will not be used in the calculation of retention points.~~

~~B. An employee will be considered to have met expectations during the periods not covered by an evaluation.~~

~~C. The period since the last evaluation will be considered at the same performance level as the last evaluation.~~

~~Employees who work less than full time will have their retention points computed in proportion to the percentage of time worked.~~

~~In extraordinary cases in which a Division Director deems it necessary to maintain essential County services to retain an individual in preference to one who has greater retention points, the Division Director shall submit a written request to the County Coordinator or his/her designee, through the Personnel Office. This request shall set forth in detail the specific skills and abilities possessed by the individual to be retained and the reasons why such individual is essential to the operation of the department. With the approval of the County Coordinator or his/her designee, the individual may be retained.~~

#### **9.04.5 Procedure: List Preparation of Layoff**

~~Layoff lists will be prepared by listing retention points for employees in the affected class, and by placing the employee with the highest total at the top of the list, and the employee with the lowest total at the bottom of the list. Layoff shall be in inverse order, beginning at the bottom of the list. Non-permanent employees in an affected class will not appear on a layoff list for that class.~~

~~Should two or more employees have the same retention points, the order of layoff will~~



be determined by preference for retention in the following sequence:

1. The employee with the highest overall rating on his or her most recent performance evaluation.

2. The employee with the longest service in the class.

3. The employee who is entitled to veterans' preference.

If no preference is determined by the above, the County Coordinator will make the final determination.

### **9.05 Call-Back**

Within a period of one year, when a vacancy occurs, or a new position is established, in a class from which an employee was adversely affected, preference for reinstatement will be given to employees in order of their retention points. This policy will be applied in the following order:

A. Employees who voluntarily transferred to vacant positions in a different class.

B. Employees who were "bumped".

C. Employees who were laid off.

Reinstatement of such employees may be with permanent status at the discretion of the hiring authority. An employee who refuses such offer of reinstatement forfeits any priority rights to subsequent placement offers.

No original appointment of a new employee may be made until all qualified adversely affected employees and former employees on the register have been considered.

An employee who accepts a voluntary transfer or is bumped to a lower skill level in lieu of layoff, and who is subsequently reinstated to the class, from which he or she transferred, may be reinstated with permanent status at the discretion of the hiring authority. The provisions of Section V (Pay Plan) will apply with respect to pay.

#### **9.05.1 Procedure: Call Back**

The name, current mailing address, classification, and current application, if available, for all employees adversely affected or laid off will be forwarded to the Personnel Office by the department head.

The employees' name will be placed on a register to be distributed to all departments.

Names will remain on the register for period of one year unless the employee submits a written request to have his or her name removed. The names of non-permanent employees who are laid off will not be placed on the register.

### **9.06 Treatment of Benefits at Layoff**

#### **9.06.1 Break in Service**

Except as provided by contractual retirement plan provisions, employees who are separated because of layoff, and who have permanent status in any class at the time of layoff, are not considered to have had a break in service if reemployed within a period of one (1) year from the time of layoff. However, time spent in a layoff status shall not be included when computing retention points.

#### **9.06.2 Leave Credits**

~~Upon layoff, employees shall receive payment for all accrued annual leave. If the employee is reemployed within a year of the layoff, the employee will be credited with their remaining sick leave at time of layoff.~~

### **9.06.3 Insurance**

~~Employees who are participating in the County health and life insurance programs at the time of layoff may convert their group coverage to a direct payment contract by contacting the Payroll Dept. within thirty (30) days from the commencement of the layoff.~~

### **9.06.4 Pay upon Reemployment**

~~An employee who is reemployed in the same class within one (1) year following layoff shall be paid at the same rate being paid at the time of layoff, except that the employee shall be granted any general pay adjustment which occurred while the employee was laid off.~~

### **9.05 Termination**

Following consultation with the County Coordinator or his/her designee, the Department Head may terminate an employee whenever an employee's work habits, attitude, production, or personal conduct falls below acceptable standards for continued employment or whenever an employee has been found guilty of serious or repeated violations of rules, policies or procedures. Terminations may be appealed. (See appeal section.)

### **9.06 Retirement**

An employee of the County may retire subject to the provisions of the Florida Retirement System. An employee planning to retire shall notify the [Benefits Coordinator](#) Personnel Office at least ninety (90) days prior to the planned date of retirement.

### **9.07 Deferred Retirement Option Program (DROP) – Annual Leave Payout**

Each employee who elects to participate in the DROP shall be allowed to elect to receive a lump-sum payment for accrued annual leave earned in accordance with County policy upon beginning participation in the DROP. Such accumulated leave payment certified to the division upon commencement of DROP shall be included in the calculation of the member's average final compensation. The employee electing such lump-sum payment upon beginning participation in DROP will not be eligible to receive a second lump-sum payment upon termination, except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump-sum payment allowed by the employing County's policy or rules. Such early lump-sum payment shall be based on the hourly wage of the employee at the time he or she begins participation in the DROP. If the member elects to wait and receive such lump-sum payment upon termination of DROP and termination of employment with the employer, any accumulated leave payment made at that time cannot be included in the member's retirement benefit, which was determined and fixed by law when the employee elected to participate in the DROP. (F.S. Chapter 121.091 (13) © 2.) A form can be

obtained from the Payroll Department for the employee to elect which option he/she will take on lump-sum annual leave payoff.

### **9.07.1 Deferred Retirement Option Program (DROP) – Sick Leave Payout**

Each employee who elects to participate in the DROP shall be allowed to elect to receive a lump-sum payment for one-half (1/2) of their accrued sick leave earned in accordance with County policy upon beginning participation in the DROP. The employee electing such lump-sum payment upon beginning participation in DROP will not be eligible to receive a second lump-sum payment upon termination. Such early lump-sum payment shall be based on the hourly wage of the employee at the time he or she begins participation in the DROP. A member can elect to wait and receive such lump-sum payment upon termination of DROP and termination of employment with the employer. A form can be obtained from the Payroll Department for the employee to elect which option he/she will take on lump-sum sick leave payoff.

### **9.07.2 Benefits Package for Retiree's**

After an employee completes at least 10 years of service and retires, the following benefits apply:

Life Insurance:

- Can be kept until retiree's death
- Retiree will pay the premium
- Once retiree terminates this coverage, he/she will not be allowed to re-enroll

Health Insurance:

- Can be kept until retiree's death
- Retiree's spouse, if enrolled at time of death, can be kept until his/her death
- Retiree will pay the premium for both retiree and spouse
- Once retiree terminates this coverage, both retiree and spouse will not be allowed to re-enroll

### **9.08 Death While Employed**

The official date of termination shall be the date of death. All compensation and benefits due to the employee as of the effective date of termination shall be paid to the beneficiary of record, surviving spouse, or to the estate of the employee as determined by law or by forms executed by the employee.

### **9.09 Exit Interviews**

The Department Head shall make every reasonable effort to interview separating employees.

**MADISON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASE ORDER SYSTEM**

Board of County Commissioners approved on \_\_\_\_\_

**MADISON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING PROCEDURES**

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**MADISON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING PROCEDURES**

**AUTHORIZATION FOR PURCHASES up to \$1,500**

The Department Head may authorize the purchase of equipment, supplies and services for County purposes when the amount to be paid by the County does not exceed \$1,500 to the lowest and best quote.

**Procedures**

- The Department Head will strive to obtain a minimum of three competitive quotes.
- Quotes may be obtained by telephone from current vendors and suppliers, or the open market. Quotes should be kept on file with the department.
- Circumstances creating the inability to secure multiple quotes shall be documented and kept on file with the department.
- Sole source items are an exception; however, written documentation confirming this condition should be kept on file with the department.
- When the Department receives an invoice it should be approved and then submitted along with the pink copy (purchasing/clerk's office) of the purchase order for payment to the Clerk's Office.

Office supplies (i.e., pencils, pens, paper, etc.) do not require quotes.

**AUTHORIZATION FOR PURCHASES from \$1,501 to \$5,000**

The Clerk and County Coordinator may authorize and empower the purchase of equipment, supplies and services for County purposes when the amount to be paid by the County does not exceed \$5,000 to the lowest and best quote.

**Procedures**

- The Department Head will strive to obtain a minimum or three competitive quotes.
- Quotes must be in writing from current vendors and suppliers, or the open market. Quotes should be submitted with the Purchase Requisition.
- Circumstances creating the inability to secure multiple quotes shall be documented and listed on the Purchase Requisition.
- Sole source items are an exception; however, written documentation confirming this condition shall be required on the Purchase Requisition.
- A Purchase Requisition shall be completed and forwarded to the Clerk's Office.
- The Clerk's Office will return to the department the assigned purchased order with the yellow copy of the requisition.
- The department will hold the purchase order until goods have been received.
- Under no circumstances should an item be ordered or picked up if it costs more than \$1,500 by a department before it has been assigned a purchase order number by the Clerk's Office.

- When the Department receives an invoice for goods that were ordered using a purchase order issued by the Clerk's Office it should be approved and then submitted with the purchase order number highlighted on the invoice to the Clerk's Office for payment.

### **RECEIPT OF GOODS AND SERVICES:**

--Any equipment, supplies or services when shipped must be checked by that department as to accuracy, quantity and quality.

### **CANCELING OF PURCHASE ORDERS:**

--When a department determines that an order is to be canceled the department should send the Clerk's Office the pink copy of the purchase order with void/canceled written on it for their records.

### **EXCEPTIONS:**

--Local vendors should be given a 10% consideration over out of town vendors. When considering non-local vendors, shipping and/or travel costs must be taken into account, as well as the time it takes to obtain the goods or services.

### **AUTHORIZATION FOR PURCHASES above \$5,000**

The Board of County Commissioners may authorize and empower the purchase of equipment, supplies and services for County purposes when the amount to be paid by the County when the purchase exceeds \$5,000 to the lowest and best quote.

### **SEALED BIDS**

--This method is used when the following conditions exist: a complete, adequate and realistic specification or purchase description is available; two or more responsible suppliers are willing and able to compete effectively for Madison County's business; the procurement lends itself to a firm fixed-price contract (a specified price to be paid when the items or services are delivered); selection of the successful bidder can appropriately be made principally on the basis of price; projected cost may exceed \$5,000. Bids are solicited in publications and kept in confidence until there is a public bid opening. A firm-fixed price contract is awarded to the responsible contractor whose bid is responsive and lowest in price.

--Exceptions to sealed bid and award method include:

-**Emergency Purchases** – when accompanied by a memo of justification and approved by County Coordinator.

-**Repairs to Existing Equipment** – when accompanied by a memo stating only one firm can or should repair the equipment

**-Sole – Source Items** – when accompanied by a memo of justification approved by the County Coordinator following Board approval, (1) after solicitation from a number of sources, competition is determined inadequate; (2) the item or services required are available only from one source; (3) public exigency or emergency is such that urgency will not permit a delay beyond the time needed to employ one of the other methods described herein.

**-Exempt Purchases** – during the normal course of general operations, it is expected that certain purchases are highly dependent upon market conditions or extenuating circumstances that although may be influenced by the county, are none the less, generally considered beyond the scope of these purchasing policies and are as follows:

- Insurance
- Utility services, maintenance or replacement of commodities
- Pre-existing contractual authorizations
- Board of County Commissioners authorized agreements
- State or Federal procurement contracts or agreements
- Property and easement acquisitions
- Legal proceedings

**BID ADVERTISEMENTS:**

--The invitation shall be publicly advertised in sufficient time prior to the opening of bids. Bids shall be solicited from an adequate number of known suppliers. Fifteen (15) day publication requirement shall apply.

--The invitation, including specifications and attachments, must clearly describe the goods or scope of services required in order to permit bidders to be responsible to the invitation.

--All bids must be opened publicly at the time and place stated on the invitation for bids.

--A firm, fixed-price contract award must be made in writing to the lowest responsive bidder.

--The county reserves the right to reject any and all bids on the basis of inconsistency or non-compliance with specifications and for specific overriding reasons, to which the reason for bid rejection must be entered into the public record of Madison County proceedings.

**CAPITAL OUTLAY:**

--Capital outlays are defined as any tangible item purchased with a cost of \$1,000 or more and an expected life of one or more years. Capital outlay items should be expensed in account 6400 and shall receive a property identification tag from the Clerk's office.



### **Definition – Purchase Order System**

--An internal control system whereby all purchases must be approved prior to purchase by the Department Head in order to make the most efficient purchase and control budget line items.

### **Benefits – Expenditures of County Funds are Safeguarded Against**

- Waste (over purchase, purchase a lesser quality product)
- Fraud (vendor kickbacks)
- Inefficiencies (paid too much)

Accounting records are raised to a higher level (accuracy and reliability) to withstand review and scrutiny

### **Internal Control Documents**

--All purchase transactions shall be evidenced by serially numbered purchase orders and are matched with invoices and receiving reports.