

REGULAR MEETING
SEPTEMBER 27, 2021
5:30 PM

The Lafayette County Commission met on the above date and hour for a budget hearing. The meeting was held in the County Commissioners Meeting Room at the Lafayette County Courthouse in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Henry McCray, Dist. 2; Commissioner Lisa Walker, Dist. 3; Commissioner Anthony Adams, Dist. 4; Commissioner Earnest Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

APPROVE THE MINUTES

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the minutes.

APPROVE AGREEMENT FOR COMPREHENSIVE PLANNING SERVICES

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve an agreement with North Central Florida Regional Planning Council to provide general technical assistance and assist with amendments to the Lafayette County Comprehensive Plan.

APPROVE AGREEMENT FOR MONITORING OF HAZARDOUS WASTE GENERATORS

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve an agreement with North Central Florida Regional Planning Council to monitor hazardous waste generators within Lafayette County.

NW COUNTY ROAD 534 WASHOUT

Scott Sadler, Lafayette County Public Works Director, gave an update on the repairs to NW County Road 534. The road was repaired temporarily by the Florida Department of Transportation, this allowed the road to be reopened. However, a permanent repair will have to be constructed in the future. Steve Land, Lafayette County Clerk of Court discussed some funding options with the Board for the construction. Currently county staff is unsure of the cost of a permanent repair, therefore it was requested that the Board select an engineering firm to provide an estimate. On a motion by Mr. McCray and a second by Mr. Lamb, the Board voted unanimously to engage North Florida Professional Services to prepare an estimate for the construction.

REFORESTATION OF THE SIMS FARM

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to apply for a grant through the Florida Division of Forestry and have Mrs. McMillan-Fredriksson prepare a contract with Schmidt Reforestation Services Inc to prepare the site and plant the seedlings.

VALUE ADJUSTMENT BOARD

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to appoint Commissioner McCray, Commissioner Walker and Reba Blackshear (residential property owner) to the Value Adjustment Board.

COVID-19 STATE OF EMERGENCY FOR LAFAYETTE COUNTY

On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to continue the COVID-19 State of Emergency for Lafayette County.

APPROVE THE BILLS

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve the following bills:

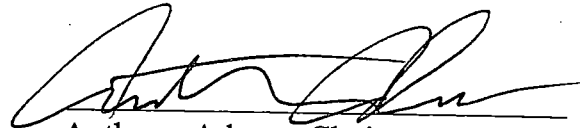
- General Fund - \$186,230.95
- Emergency 911 Fund - \$1,020.27
- Industrial Park - \$507.46
- Special Account Grants Fund - \$75,000.00

HEALTH DEPARTMENT CONTRACTS

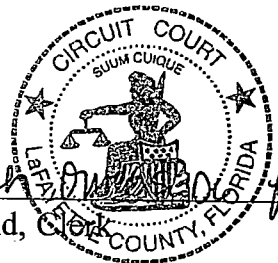

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve the annual contract with the Lafayette County Health Department.

ADJOURN

On a motion by Mr. Jones and a second by Mr. McCray, the Board voted unanimously to adjourn.


Anthony Adams, Chairman

Attest:



Steve Land, Clerk

Approved this 11th day of October, 2021

**AMENDED
PUBLIC NOTICE**

The Lafayette County Commission will be holding a regular meeting on Monday, September 27, 2021 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:



Anthony Adams, Chairman
Lafayette County Commission

BOARD OF COUNTY COMMISSIONERS MEETING:

1. Open the meeting.
2. Invocation and pledge to the flag.
3. Approve the minutes.
4. Requests and comments from the community.
5. Department Heads:
 - A) Marcus Calhoun – Maintenance.
 - B) Scott Sadler – Public Works.
 - C) Garret Land – Building/Zoning.
 - D) Marty Tompkins – EMS.
 - E) Shawn Jackson – Extension Office.
6. Approve an annual agreement with the North Central Florida Regional Planning Council for Local Government Comprehensive Planning Services.
7. Approve an annual agreement with the North Central Florida Regional Planning Council for the Annual Monitoring of Hazardous Waste Generators.
8. Select an Engineer to give an estimate on CR 534.
9. Discuss the reforestation of the Sims Farm.
10. Appoint members to the Value Adjustment Board.
11. Discuss the implications of the COVID-19 declaration.
12. Leenette McMillan-Fredriksson – various items.
13. Approve the bills.
14. Other Business.
 - A) Approve the Lafayette County Health Department contracts.
15. Future agenda items.
16. Adjourn.

All members of the public are welcome to attend. Notice is further hereby given, pursuant Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

*Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact (386) 294-1600 or via Florida Relay Service at (800) 955-8771.
See www.lafayetteclerk.com for updates and amendments to the agenda.*

The *Riverbend News*, published every Wednesday in the City of Live Oak, County of Suwannee and State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, Michael Johnson who on oath says that he is the Classified and legal Manager for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida; that the attached copy of the advertisement being a notice of:

Public Notice

was published in said newspaper in the issue of September 22, 2021

Affiant further says that the said *Riverbend News* a newspaper published in Live Oak, in Suwannee County, Florida, and that the said newspaper has heretofore been continuously published in said Suwannee County, Florida each week and has been entered as second class mail matter at the post office in Live Oak, in said Suwannee County, Florida, and affiant further says that Riverbend News has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed by:

[Handwritten signature]

Sworn to and subscribed before me this 22nd day of September 2021.

[Handwritten signature]

Notary Public



AMBER E. ALBRITTON
Commission # HH 103369
Expires March 11, 2025
Bonded Thru Budget Notary Services

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FISCAL YEAR 2022

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 27th day of September 2021, by and between the Board of County Commissioners of Lafayette County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Thirteen Thousand Dollars and No Cents (\$13,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2021 and shall end on September 30, 2022. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Clerk of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Lafayette County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Lafayette County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

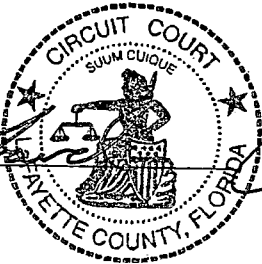
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

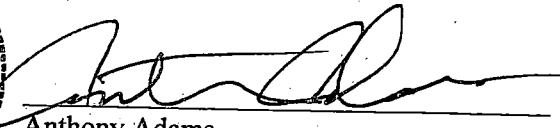
BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal

The seal of the Circuit Court of Lafayette County, Florida, is circular. It features a central figure of a woman holding a scale of justice, with the Latin motto "SVM CVICQVE" above her. The words "CIRCUIT COURT" are at the top, and "LAFAYETTE COUNTY, FLORIDA" are at the bottom. Two stars are positioned on either side of the central figure.

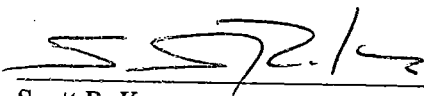

Steve Land
County Clerk

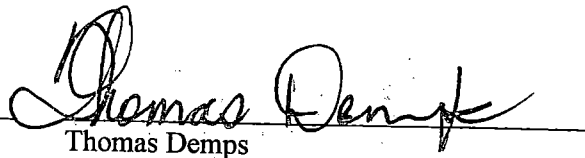

Anthony Adams
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal


Scott R. Koons
Executive Director


Thomas Demps
Chair

APPENDIX A

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2022

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

FISCAL YEAR 2022

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

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ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of One Thousand Four Hundred Nine Dollars and No Cents (\$1,409.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

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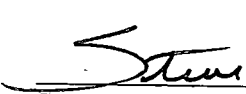
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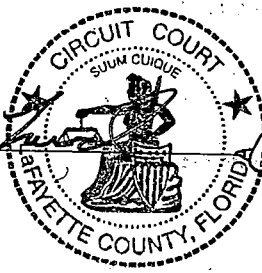
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.


BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal


 Steve Land
 County Clerk

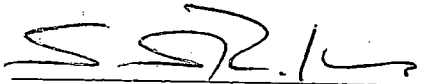


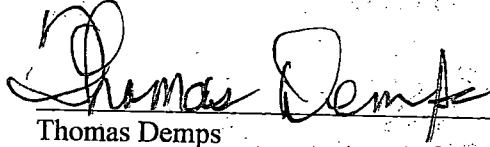

 Anthony Adams
 Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal


 Scott R. Koons
 Executive Director


 Thomas Demps
 Chair

APPENDIX A

SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

Check History Report
Sorted By Check Number
Activity From: 9/27/2021 to 9/27/2021

Lafayette County (GNF)

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
063636	9/27/2021	AMS	Agri-Metal Supply, Inc.	18.00	Auto
063637	9/27/2021	FFB	First Federal Bank of Florida	1,100.49	Auto
063638	9/27/2021	JDC	John Deere Credit	1,213.85	Auto
063639	9/27/2021	KWB	Ketchum, Wood, & Burgert	3,228.00	Auto
063640	9/27/2021	MACL	Mayo Air Conditioning, LLC	1,225.00	Auto
063641	9/27/2021	MT	Mayo Thriftway	144.74	Auto
063642	9/27/2021	RBN	Riverbend News C & E Inc.	129.00	Auto
063643	9/27/2021	SHERWIN	The Sherwin Williams Co.	471.52	Auto
063644	9/27/2021	AAAPORT	AAA Porta Serve	85.00	Auto
063645	9/27/2021	AFLAC	AFLAC	1,047.86	Auto
063646	9/27/2021	APS	Alachua Pest Services, LLC	175.00	Auto
063647	9/27/2021	BPIT	Brian Pittman	2,400.00	Auto
063648	9/27/2021	BR	Blue Rok, Inc.	5,168.00	Auto
063649	9/27/2021	BTM	Bound Tree Medical, LLC.	851.65	Auto
063650	9/27/2021	CMAC	Coastal Machinery Company	141.77	Auto
063651	9/27/2021	DE	Duke Energy	6,289.61	Auto
063652	9/27/2021	DISH	Dish Network	130.13	Auto
063653	9/27/2021	DMINC	Denali Materials, Inc.	1,533.63	Auto
063654	9/27/2021	FCPA	FCPA	300.00	Auto
063655	9/27/2021	GLC	Greatamerica Financial Service	300.09	Auto
063656	9/27/2021	HHTSW	H & H Tractor & Site Works	2,211.00	Auto
063657	9/27/2021	JUARBE	Juarbe Services LLC	1,330.00	Auto
063658	9/27/2021	LEGAL	Legal Shield	123.60	Auto
063659	9/27/2021	MOS	McCrimon's Office Supply	31.00	Auto
063660	9/27/2021	SCBCC	Suwannee County Board of County Commissioners	770.63	Auto
063661	9/27/2021	SICD	Standard Insurance Company	2,374.52	Auto
063662	9/27/2021	SICL	Standard Insurance Company	416.90	Auto
063663	9/27/2021	SICV	Standard Insurance Company	395.40	Auto
063664	9/27/2021	TPTI	Triple P Trucking, Inc	400.00	Auto
063665	9/27/2021	VW	Verizon Wireless	227.79	Auto
063666	9/27/2021	W	Windstream	3,651.67	Auto
063667	9/27/2021	WQ	Wastequip	28,668.00	Auto
063668	9/27/2021	FAC	Florida Association of Countie	2,244.00	Auto
063669	9/27/2021	FDACS	FL Dept. of Ag & Consumer Ser	22,716.69	Auto
063670	9/27/2021	GAL	Columbia County BCC	1,577.06	Auto
063671	9/27/2021	SSC	Security Safe Company, Inc.	209.00	Auto
063672	9/27/2021	BPIT	Brian Pittman	600.00	Auto
063673	9/27/2021	CTRS	Commercial Truck Repair and Salvage Inc	1,959.00	Auto
063674	9/27/2021	HLCI	Hart Land Clearing, Inc	3,348.49	Auto
063675	9/27/2021	NTC	Nextran Truck Center - Lake Ci	799.97	Auto
063676	9/27/2021	PRCO	Preferred Rental Company	368.00	Auto
063677	9/27/2021	QC	Quill Corporation	320.16	Auto
063678	9/27/2021	SSC	Security Safe Company, Inc.	678.00	Auto
063679	9/27/2021	SVE	Suwannee Valley Electric	1,252.95	Auto
063680	9/27/2021	FLGHIC	FL Local Government Health Insurance Consortium	73,717.49	Auto
063681	9/27/2021	MBH	Meridian Behavioral Healthcare	4,552.25	Auto
063682	9/27/2021	PD	Public Defender Occupancy Acco	378.69	Auto
063683	9/27/2021	PDIT	Public Defender I.T.	160.60	Auto
063684	9/27/2021	SUNLIFE	Sun Life Financial	441.90	Auto
063689	9/27/2021	LCPA	Lafayette County Property App.	3,404.86	Auto
063690	9/27/2021	MP	Mayo Postmaster	348.00	Auto
063691	9/27/2021	QC	Quill Corporation	299.99	Auto
063692	9/27/2021	WCATF	Worker's Compensation Admin Trust Fund	300.00	Auto
Bank A Total:				186,230.95	

Run Date: 9/27/2021 4:51:47PM

A/P Date: 9/30/2021

Page: 1

Bank Code: A General Fund

Check Number	Check Date	Vendor Number	Name	Check Amount	Check Type
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Report Total: 186,230.95

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 27TH DAY OF SEPTEMBER 2021.

[Handwritten signatures and initials on a set of four horizontal lines]
The signatures include the name "Darkey" and "Ernest R. Jones".

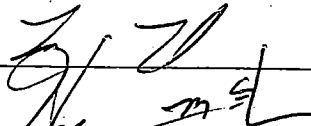
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

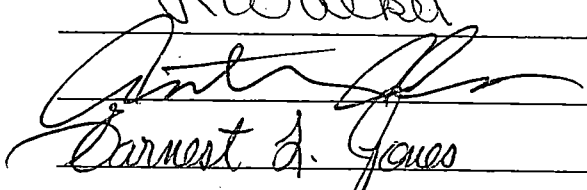
LIST OF WARRANTS DRAWN ON THE EMERGENCY 911 FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 27, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FL- Dept of Mgmt Serv Windstream	Communications	526-410		\$ 608.40
	Communications	526-410		\$ 411.87
TOTAL				\$ 1,020.27

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF SEPTEMBER, 2021.



 R. Walker

 Ernest A. Jones

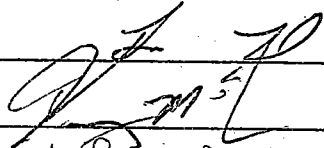
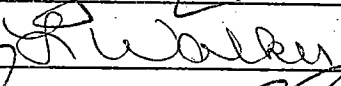
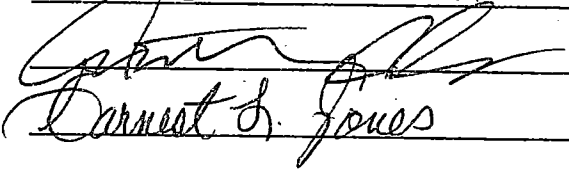
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE INDUSTRIAL PARK FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 27, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
United Refrigeration SVEC	Maint- Country Strong Utilities	552-467		\$ 449.85
		552-430		\$ 57.61
TOTAL				\$ 507.46

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF SEPTEMBER, 2021.

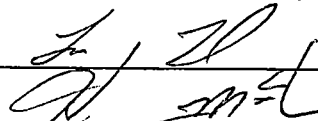
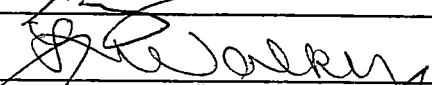
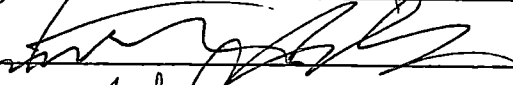
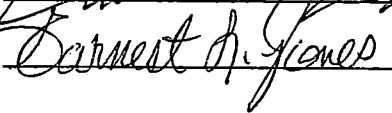
BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE SPECIAL ACCOUNT GRANTS FUND

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 27, 2021.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
Lafayette County Sheriff's Office	ARPA- Covid 19 Response	525-490		\$ 75,000.00
TOTAL				\$ 75,000.00

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 27TH DAY OF SEPTEMBER, 2021:

**CONTRACT BETWEEN
LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
LAFAYETTE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2021-2022**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Lafayette County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2021.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Lafayette County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2021, through September 30, 2022, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$1,013,717.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$25,000.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Lafayette County
P. O. Box 1806
Mayo, FL 32066

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental

Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii. The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii. Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Lafayette County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health

Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2022 for the report period October 1, 2021 through December 31, 2021;
- ii. June 1, 2022 for the report period October 1, 2021 through March 31, 2022;
- iii. September 1, 2022 for the report period October 1, 2021 through June 30, 2022; and
- iv. December 1, 2022 for the report period October 1, 2021 through September 30, 2022.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2022, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Susie Cook
Name
Business Manager
Title
P. O. Box 1806

Mayo, FL 32066
Address
(386) 294-1321
Telephone

For the County:

Steve Land
Name
Clerk of Circuit Court
Title
Lafayette County Courthouse

Mayo, FL 32066
Address
(386) 294-1600
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this nineteen page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2021.

BOARD OF COUNTY COMMISSIONERS
FOR LAFAYETTE COUNTY

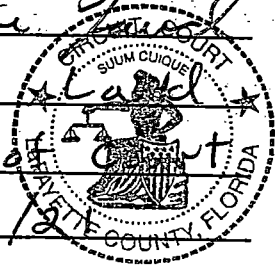
STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: [Signature]
NAME: Anthony Adams
TITLE: Gen Chairman - BCC
DATE: 9/27/21

SIGNED BY: [Signature]
NAME: Joseph A. Ladapo, M.D., Ph.D.
TITLE: State Surgeon General
DATE: 11/3/21

ATTESTED TO:

SIGNED BY: [Signature]
NAME: Steve Ladd
TITLE: Clerk of Court
DATE: 9/27/21



SIGNED BY: [Signature]
NAME: Kerry S. Waldron
TITLE: CHD Director/Administrator
DATE: 9/20/21