REGULAR MEETING SEPTEMBER 9, 2013 9:00 A.M.

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the County Commissioner's Meeting Room in Mayo, Florida. The following members were present: Commissioner Lance Lamb, Dist. 1; Commissioner Gail Garrard, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner Jack Byrd, Dist. 4; Commissioner Earnest L. Jones, Dist. 5; and Leenette McMillan-Fredriksson, County Attorney.

## OPEN THE BOARD OF ADJUSTMENTS MEETING

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to open the Board of Adjustments meeting.

#### **VARIANCE RESOLUTION V01-13**

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Variance Resolution V01-13 by title only. On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to approve the Resolution for a side yard set back reduction for Andy Marzloff.

#### ADJOURN BOARD OF ADJUSTMENTS MEETING

On a motion by Mr. Jones and a second by Mr. Hamlin, the Board voted unanimously to adjourn the Board of Adjustments meeting.

#### **OPEN BOARD OF COUNTY COMMISSIONER'S MEETING**

On a motion by Mr. Byrd and a second by Mrs. Garrard, the Board voted unanimously to open the Board of County Commissioner's meeting.

#### APPROVE THE MINUTES

On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to approve the minutes.

#### REPAIR TO MAINTENANCE VEHICLE

Mr. Marcus Calhoun discussed repairs that need to be done to the maintenance vehicle that he drives. On a motion by Mr. Hamlin and a second by Mr. Byrd, the Board voted unanimously to have Mr. Calhoun get the vehicle repaired.

## SHERYL REHBERG – NORTH FLORIDA WORKFORCE DEVELOPMENT

Mrs. Sheryl Rehberg, with the North Florida Workforce Development, discussed the mobile unit that comes to Lafayette County to help citizens who are looking for a job. No action taken, update only.

## ROAD DEPARTMENT EMPLOYEE REQUEST FOR USE OF ANNUAL LEAVE

Mr. Scott Sadler discussed a request from a Road Department employee, Rex Foxx, for use of his annual leave for next year because he may have to have back surgery in the near future. On a motion by Mr. Jones and a second by Mr. Byrd, the Board voted unanimously to approve Mr. Foxx using his annual leave if he has to have surgery.

## INDIGENT BURIAL REQUEST

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve an Indigent Burial Request for Howard.

#### 2013-2014 AGREEMENT FOR HAZARDOUS WASTE GENERATORS

On a motion by Mr. Hamlin and a second by Mrs. Garrard, the Board voted unanimously to approve the Fiscal Year 2013-2014 Agreement with the North Central Florida Regional Planning Council for Hazardous Waste Generators.

## 2013-2014 AGREEMENT FOR COMPREHENSIVE PLANNING SERVICES

On a motion by Mr. Byrd and a second by Mr. Jones, the Board voted unanimously to approve the Fiscal Year 2013-2014 Agreement with the North Central Florida Regional Planning Council for Comprehensive Planning Services.

## ANNUAL HEALTH DEPARTMENT CONTRACT

On a motion by Mr. Byrd and a second by Mr. Hamlin, the Board voted unanimously to approve the annual Health Department Contract.

#### RESOLUTION FOR LAFAYETTE COUNTY SHIP RULES

On a motion by Mrs. Garrard and a second by Mr. Jones, the Board voted unanimously to approve a Resolution for the SHIP rules for Lafayette County. (See attached.)

#### CONTRACT WITH SREC FOR THE CDBG GRANT

On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to approve the Contract with the Suwannee River Economic Council for the CDBG Grant application.

## FINANCING AGREEMENT FOR SCBA'S FOR THE FIRE DEPARTMENT

On a motion by Mrs. Garrard and a second by Mr. Jones, the Board voted unanimously to approve the Financing Agreement for the purchase of SCBA's for the Fire Department.

#### APPROVE THE BILLS

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

General Fund - \$326,470.68 Emergency 911 Fund - \$805.25 Courthouse Renovation Reserve Fund - \$5,504.64

## PURCHASE OF PROPERTY FOR DAY VOLUNTEER FIRE DEPARTMENT

Mr. Marvin Buchanan discussed the purchase of the Old Gilman building and property for the Day Volunteer Fire Department. On a motion by Mr. Jones and a second by Mrs. Garrard, the Board voted unanimously to authorize Chairman Lamb to negotiate with the owner for the purchase of the property.

#### TIMBER AT THE SIMS FARM

On a motion by Mr. Hamlin and a second by Mr. Jones, the Board voted unanimously to advertise for bids to cut the timber at the Sims Farm (county owned property).

## VALUE ADJUSTMENT BOARD MEMBERS

Upon general consent of the Board, the citizens nominated to sit on the Value Adjustment Board are Brandon Hewett or Anthony Adams, and the Commissioners nominated to sit on the Board are Mrs. Gail Garrard and Mr. Donnie Hamlin.

#### **ADJOURN**

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

Attest:

recoy Lyons, Clerk

Approved this 23<sup>rd</sup> day of September, 2013.

Lance Lamb, Chairman



# Suwannee River Economic Council, Inc. Post Office Box 70 Live Oak, Florida 32064

ADMINISTRATIVE OFFICE - PHONE (386) 362-4115 FAX (386) 362-4078 E-Mail: francesterry@suwanneeec.net

October 8, 2013

Book 34 Page 068

Ricky Lyons, Clerk of Court Post Office Box 88 Mayo, Florida 32066

RE: Executed Agreement for CDBG Application and Administrative Services

Dear Mr. Lyons:

Enclosed please an executed Agreement for CDBG Application and Administration Services for FFY 2013.

If you have any questions, please do not hesitate to contact me at 386-362-4115.

Sincerely,

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Frances Terry

**Executive Director** 

FLT/mp

Enclosure

c: SREC Finance Department
 SHIP Client File
 Lafayette County SHIP Contract File
 Reading File

#### **SERVING**

#### AGREEMENT FOR CDBG APPLICATION AND ADMINISTRATION SERVICES

This Contract is entered into this 15 day of Cobol , 2013, by and between the Lafayette County Board of County Commissioners, hereinafter referred to as the "COUNTY," and Suwannee River Economic Council, Inc., 1171 Nobles Ferry Road, Live Oak, Florida 32064. The Contract shall become effective immediately.

The CDBG grant for which application and administration services are to be provided under this agreement is the County's \$700,000 Housing grant (FFY 2013), to be submitted in 2013 to the Florida Department of Economic Opportunity (DEO).

## I. Covenant for Services

The COUNTY does hereby contract with SUWANNEE RIVER ECONOMIC COUNCIL, INC., to perform the services described herein and SUWANNEE RIVER ECONOMIC COUNCIL, INC. does hereby agree to perform such services under the terms and conditions set forth in this Contract.

## II. Scope of Services

The scope of services relevant to the CDBG project is included as a separate attachment to this agreement.

## III. Consideration and Method of Payment

## (A) Amount of Payment

Subject to the conditions set forth above and elsewhere in this agreement, SUWANNEE RIVER ECONOMIC COUNCIL, INC. shall be paid by the COUNTY for Administration Services, as specified in the Scope of Administration Services and Payment of Fee, Attachment A.

## (B) Method of Payment

1. Payment for Administration Services will be made by the COUNTY to SUWANNEE RIVER ECONOMIC COUNCIL, INC., using CDBG funds, according to **Attachment A**.

#### IV. Public Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### V. Subcontracts

- (A) SUWANNEE RIVER ECONOMIC COUNCIL, INC., may subcontract any of the work required under this Contract only with written permission of the COUNTY. SUWANNEE RIVER ECONOMIC COUNCIL, INC. agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Contract with the COUNTY.
- (B) SUWANNEE RIVER ECONOMIC COUNCIL, INC. agrees to include in the subcontract that the subcontractor shall hold the DEO and the COUNTY, harmless against all claims of whatever nature by the subcontractor arising out of the subcontractor's performance or obligation to perform work under this Contract.

#### VI. Modification of Contract

Modifications of the provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by the parties hereto, and attached to the original of this Contract. The amount of compensation to be paid to SUWANNEE RIVER ECONOMIC COUNCIL, INC., will not be amended without mutual agreement of the COUNTY and SUWANNEE RIVER ECONOMIC COUNCIL, INC., formally executed in writing.

#### VII. Termination

- (A) This Contract hereunder may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract, or for the convenience of the termination party. Termination may be effected when the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- (B) For any termination, an equitable adjustment shall provide for payment to SUWANNEE RIVER ECONOMIC COUNCIL, INC., for services rendered prior to termination based upon the agreed contract rate as specified in Attachment A (as applicable), in addition to termination settlement cost reasonably incurred by SUWANNEE RIVER ECONOMIC COUNCIL, INC., relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- (C) Upon receipt of a termination action, SUWANNEE RIVER ECONOMIC COUNCIL, INC., shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment of services rendered to the extent required herein, deliver or otherwise make available to the COUNTY all documents which should properly be filed in the COUNTY's grant file, except for duplicate items or notes which are and shall remain the property of SUWANNEE RIVER ECONOMIC COUNCIL, INC.
- (D) Upon termination, the COUNTY may take over the work and may award another party a contract to complete the work described in this contract.

## VIII. Notice of Contract

- (A) The COUNTY's Contract Manager and party to receive official notice of actions pertaining to this Contract is: <u>Ricky Lyons, Clerk of Circuit Court, or his successor.</u>
- (B) SUWANNEE RIVER ECONOMIC COUNCIL, INC.'s Contract Manager and party to receive official notice of actions pertaining to this Contract is: <u>Frances Terry, Executive Director</u>, whose address is 1171 Nobles Ferry Road, P.O. Box 70, Live Oak, Florida 32064.
- (C) In the event that different representatives are designated by either party after execution of this Contract, or if there is a change in address for notice, notice of the name and address of the new representative or the current party's new address will be rendered in writing to the other party and said notification attached to the original of this Contract.

#### IX. Terms and Conditions

This Contract contains all the terms and conditions agreed upon by the parties.

#### X. Eligibility

SUWANNEE RIVER ECONOMIC COUNCIL, INC. certifies that it is eligible to receive state and federally funded contracts. SUWANNEE RIVER ECONOMIC COUNCIL, INC. also certifies that no party which is ineligible for such work will be subcontracted to perform services under this Contract.

## XI. Retention of Records

The CONSULTANT shall retain all records relating to this Contract for seven years after local government makes final payment and all other pending matters are closed.

#### XII. Conflict of Interest

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of this Contract, or in any benefit to arise from same.

No officer or employee of the local jurisdiction or its designers or agents, no member of the governing body, and no other official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, SUWANNEE RIVER ECONOMIC COUNCIL, INC. and the COUNTY shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

## XIII. Remedies and Controlling Law

- (A) Unless otherwise provided in this Contract, all claims, counter claims, disputes and other matters in question between the COUNTY and SUWANNEE RIVER ECONOMIC COUNCIL, INC., arising out of or relating to this Contract, or the breach of it, will be decided by non-binding three person arbitration and Florida Statutes and, if not successful, then by litigation through the appropriate court.
- (B) The arbitration panel shall consist of three (3) members, approved by both parties, one of whom shall be a CDBG grant writer and administrator working in the Florida Cities Program.

## XIV. <u>Prohibition Against Contingent Fees</u>

SUWANNEE RIVER ECONOMIC COUNCIL, INC., warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for SUWANNEE RIVER ECONOMIC COUNCIL, INC., to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for SUWANNEE RIVER ECONOMIC COUNCIL, INC., any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

## XV. Conflicts with Other Clauses

If this Contract contains any clauses which conflict with each other, then this Contract will be governed by the more specific clause(s) in the section directly applying and shall overrule any general clauses.

## XVI. General Provisions

- (A) The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments as any party may reasonably request for the purpose of carrying out the duties of this agreement.
- (B) This Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.
- (C) This Agreement is binding upon and shall inure to the benefit of the parties' executors, administrators, representatives, successors and assigns.
- (D) All exhibits attached hereto are incorporated in this Agreement and are made a part hereof by reference.
- (E) This Agreement shall become effective when executed by all the parties hereto. This Contract Agreement is subject to the following special provisions: NONE.
- (F) The following attachments are hereby incorporated into this agreement and made a part thereof.

Attachment A – Scope of Application and Administration Services and Payment Fee(s)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

Suwannee River Economic Council, Inc.

Frances Terry, Executive Director

Date: 10/8/13

Lafayette COUNTY, Florida

By: The Date: 9/9/3

County Clerk Chairman of the Board

Lance Lamb

ATTEST: Phiny for CLENK OF COURT LAFFRYETTE COUNTY

# ATTACHMENT A SCOPE OF APPLICATION AND ADMINISTRATION SERVICES AND PAYMENT OF FEE(S)

#### **Application Services And Payment Of Fee**

SUWANNEE RIVER ECONOMIC COUNCIL, INC. shall perform all tasks identified in the proposal submitted to the COUNTY, as applicable to the grant application being considered by the COUNTY. SUWANNEE RIVER ECONOMIC COUNCIL, INC. will submit the grant application, signed by the appropriate COUNTY official, to DEO prior to the application deadline.

**Fee:** All advertising costs, as well as legal or other third party fees, if any, which may be incurred by the COUNTY in developing the CDBG application, shall be the responsibility of the COUNTY.

## **Administration Services And Payment Of Fee**

## Scope of Services

SUWANNEE RIVER ECONOMIC COUNCIL, INC. shall provide administration services to the COUNTY consistent with the proposal submitted by SUWANNEE RIVER ECONOMIC COUNCIL, INC., and the COUNTY.

#### Fee for Administration Services

For administration services rendered under this agreement, the County shall pay to SUWANNEE RIVER ECONOMIC COUNCIL, INC., the sum of \$100,000.

#### Payment of Fee

SUWANNEE RIVER ECONOMIC COUNCIL, INC. will submit quarterly or other periodic invoices to the County, identifying tasks performed.

## 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 2013-2014

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the <u>Lafayette County Board of County Commissioners</u> ("County"), through their undersigned authorities, effective October 1, 2013.

#### **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. <u>Lafayette</u> County Health Department ("CHD") is one of the County Health Departments created throughout Florida.
- D. It is necessary for the parties hereto to enter into this Agreement 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. <u>RECITALS</u>. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.
- 2. <u>TERM</u>. The parties mutually agree that this Agreement shall be effective from October 1, 2013, through September 30, 2014, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.
- 3. <u>SERVICES MAINTAINED BY THE CHD</u>. 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. <u>FUNDING</u>. 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 are 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 \$ 626,286 (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 \$21,004 (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 Agreement 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 Agreement 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, Bureau of Budget 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, Bureau of Budget Management.
  - e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
<u>Lafayette</u> County
P.O. Box1806
Mayo, FL 32066

- 5. <u>CHD DIRECTOR/ADMINISTRATOR</u>. 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 Statewide Services. 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. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).
- 6. <u>ADMINISTRATIVE POLICIES AND PROCEDURES</u>. 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 Agreement. 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 those promulgated by the Generally Accepted Accounting Principles (GAAP) and 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 paragraph 6.i., 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 System Information Resource (FLAIR).
  - 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 <a href="Lafayette">Lafayette</a> 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 the core 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 Statewide Services has approved the transfer. The Deputy Secretary for Statewide Services 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 Agreement. 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 Agreement for a period of five (5) years after termination of this Agreement. 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.
- I. 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. hereof.

- 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 Agreement.
- 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 DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. 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, Bureau of Budget 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, 2014 for the report period October 1, 2013 through December 31, 2013;
  - ii. June 1, 2014 for the report period October 1, 2013 through March 31, 2014;
  - iii. September 1, 2014 for the report period October 1, 2013 through June 30, 2014; and
  - iv. December 1, 2014 for the report period October 1, 2013 through September 30, 2014.

## 7. <u>FACILITIES AND EQUIPMENT</u>. 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. <u>Termination at Will</u>. This Agreement 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. <u>Termination Because of Lack of Funds</u>. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement 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. <u>Termination for Breach</u>. This Agreement 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 Agreement 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 Agreement.

## 9. MISCELLANEOUS. The parties further agree:

- a. <u>Availability of Funds</u>. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2014, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.
- b. <u>Contract Managers</u>. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:	For the County:
Pamela M Blackmon, RN, BSN, MPH	Ricky Lyons
Name	Name
Administrator Title	Clerk of Circuit Court Title
P. O. Box 1806	Lafayette County Courthouse
Mayo, FL 32066	Mayo, FL 32066
Address	Address
<u>386-294-1321</u>	386-294-1600
Telephone	Telephone

If different contract managers are designated after execution of this Agreement, 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 Agreement.

c. <u>Captions</u>. The captions and headings contained in this Agreement 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 <u>24</u> page agreement to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2012.

BOARD OF COUNTY COMMISSIONERS	STATE OF FLORIDA
FOR LAFAYETTE COUNTY	DEPARTMENT OF HEALTH
SIGNED BY: Jane Lamb	SIGNED BY:
TITLE: Chairman	TITLE: Surgeon General/Secretary of Health
DATE: 9/9/13	DATE: 9/24/12
ATTESTED TO:	· (
SIGNED BY: Many frame	SIGNED BY: Pamelarn Blacknon, AN, LSU, MAR
NAME: Ricky Lyons	NAME: <u>Pamela M. Blackmon, RN, BSN, MPH</u>
TITLE: Clerk of Circuit Court	TITLE: CHD Director/Administrator
DATE: 9/1/0	DATE: 9-11-13

#### ATTACHMENT I

## LAFAYETTE COUNTY HEALTH DEPARTMENT

## PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	Service	Requirement
1.	Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office.
6.	Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization levels as documented in Florida. SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
8.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

#### ATTACHMENT I (Continued)

## Book 34 Page 085

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.

School Health Services

Requirements as specified in the Florida School Health Administrative Guidelines (May 2012).

10. Tuberculosis

Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.

11. General Communicable Disease Control

Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.

<sup>\*</sup>or the subsequent replacement if adopted during the contract period.

## ATTACHMENT II

## LAFAYETTE COUNTY HEALTH DEPARTMENT

## PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
CHD Trust Fund Ending Balance 09/30/13			
	90,275	60,183	150,458
Drawdown for Contract Year			
October 1, 2013 to September 30, 2014			
3. Special Capital Project use for Contract Year			
October 1, 2013 to September 30, 2014			
4. Balance Reserved for Contingency Fund	90,275	60,183	150,458
October 1, 2013 to September 30, 2014			

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

#### Working Copy ATTACHMENT IK

## Book **34** Page **087**

## 

Ostober 4: 2018-to September 30-2014

90749898		Trust Fund \$ - (cash)	CHD Tr Trust Fund	ust Fund (cash)	Other Contribution	Total
1. GEN	ERAL REVENUE - STATE	1.4199°; (1)44/4999° 11.4194/479924-7-1 <u>9440</u> 0°	and the Manufacture and the Second Se	*	and commentaria and commentaria state and commentaria and commentaria and commentaria and commentaria and comme	Conservatives of Security State Activities of Conservative Ac
015040	AIDS PREVENTION	0	0	0	0	0
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	. 0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	HEALTHY START GENERAL REVENUE CHD	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040	MINORITY OUTREACH-PENAL VER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PREPAREDNESS GRANT MATCH	0	0	0	0	0
015040	SCHOOL HEALTH GENERAL REVENUE	52,044	0	52.044	0	52,044
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015040	TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040	AIDS SURVEILLANCE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/PRIMARY CARE	112,960	0	112,960	0	112,960
015040	COMMUNITY TB PROGRAM	3,000	0	3,000	0	3,000
015040	DENTAL SPECIAL INITIATIVES	6,540	0	6,540	0	6,540
015040	FAMILY PLANNING GENERAL REVENUE	18,953	0	18,953	0	18,953
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	193,987	0	193,987	0	193,987
CENEDA	L REVENUE TOTAL	387,484	0	227.424	0	387,484
		367,444	V	387,484	Ü	307,404
2. NON	GENERAL REVENUE - STATE					
015010	DOH INDIRECT	19,458	0	19,458	0	19,458
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	PREPAREDNESS GRANT MATCH	0	0	0	0	0
015010	SCHOOL HEALTH TOBACCO TF	7,066	0	7,066	0	7,066
015010	TOBACCO COMMUNITY INTERVENTION	0	0	0	0	0
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	MEDICAID INCENTIVE FOR ELECTRONIC HEALTH RECORDS	46,098	0	46,098	0	46,098
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	NON-CATEGORICAL TOBACCO REBASING	1,358	0	1,358	0	1,358

## :Working Copy ATTAGHMENTELL:

# LATEAMET TO COUNTRY HEATTHFOR PAREMENT PAREMENT COUNTRY HEATTH Sources of Contributions to County Health Department.

October (\$2018 to September 30); 2018 to

		- (d115)	(1140) (6.1000 g)	ruste Pundes:	Other ontribution	Total
NON GEN	ERAL REVENUE TOTAL	73,980	0	73,980	0	73,980
3. FEDER	RAL FUNDS - State			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
007000	ABSTINENCE EDUCATION GRANT PROGRAM	0	0	0	0	0
007000	AIDS PREVENTION	0	0	0	0	0
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000	DENTAL SERVICES	15,946	0	15.946	0	15,946
007000	EPIDEMIOLOGY & LABORATORY CAPACITY FOR INFECTIOUS	0	0	0	0	0
007000	EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000	HEPATITIS B VACCINATION PILOT PROJECT	0	0	0	0	0
007000	IMMUNIZATION AFIX	0	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000	MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000	MINORITY AIDS INITIATIVE	0	0	0	0	0
007000	MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000	PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	0	0	0	0	0
007000	RYAN WHITE	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	0	0	0	0	0
007000	STATE OFFICE OF RURAL HEALTH	4,500	0	4,500	0	4,500
007000	STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000	UNINTENDED/UNWANTED PREG-TEEN PREGNANCY PREV	0	0	0	0	0
007000	WIC BREASTFEEDING PEER COUNSELING	0	0	0	0	0
007000	ADULT VIRAL HEPATITIS PREVENTION & SURVEILLANCE	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	8,000	0	8,000	0	8,000
007000	COLORECTAL CANCER SCREENING	0	0	0	0	0
007000	ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000	EPIDEMIOLOGY & LABORATORY CAPACITY HAI	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	47,668	0	47,668	0	47,668
007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	1,391	0	1,391	0	1,391
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MEDICARE RURAL HOSPITAL FLEXIBILITY PROGRAM	0	0	0	0	0
007000	MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000	PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000	RAPE PREVENTION & EDUCATION	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATEWIDE ASTHMA PROGRAM	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	TEENAGE PREGNANCY PREVENTION REPLICATION	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0

# THANANTONIA: GODENNY PROTECTE HEDEVARUMINAL TENTA SOUTSERO REOMETIQUI OTRE EXCENTIVE FERLINDED PRIMERI OMBIGERA 2018 A COSTIGUIDO PROCESSO PRO STREETIDE PROMISSO PRIMER

Face		State dans Trust Gund	County CHD	(Total CHI) Trust Fund	Other	
2 PEDE	DAL FUNDS CAA	(CISD)	Trust Fund	(cash) (	Contribution	Total *
S. FEDE	RAL FUNDS - State					
007000	WIC ADMINISTRATION	0	0	0	0	0
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	87,407	0	87,407	0	87,407
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
015075	SCHOOL HEALTH	0	0	0	0	0
FEDERA	L FUNDS TOTAL	164,912	0	164,912	0	164,912
4. FEES	ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020	PUBLIC WATER ANNUAL OPER PERMIT	756	0	756	0	756
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SWIMMING POOLS	540	0	540	0	540
001020	BODY PIERCING	0	0	0	0	0
001020	MOBILE HOME AND PARKS	1,685	0	1,685	0	1,685
001020	BIOHAZARD WASTE PERMIT	0	0	0	0	, 0
001020	TANNING FACILITIES	0	0	0	0	0
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	FOOD HYGIENE PERMIT	1,746	0	1,746	0	1,746
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001092	OSDS PERMIT FEE	18,161	0	18,161	0	18,161
001092	AEROBIC OPERATING PERMIT	0	0	0	0	. 0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	2,832	0	2,832	0	2,832
001093	CHD ON-LINE BILLING FEE	0	0	0	0	0
FEES ASS	ESSED BY STATE OR FEDERAL RULES TOTAL	25,720	0	25,720	0	25,720
5. OTHER	R CASH CONTRIBUTIONS - STATE					
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
100000	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
031005	CHDTF CASH TRANSFER	0	0	0	0	0
OTHER C	ASH CONTRIBUTIONS TOTAL	0	0	0	0	0
6. MEDIC	AID - STATE/COUNTY					
001056	MEDICAID PHARMACY	0	0	0	0	0
				-	-	

## Working Copy ATTVACHIMENTAL

## Book **34** Page **090**

## is A NO ANY OFFICE COUNTY IN THE A LIBERT DEPARTMENT PARTIES TO BE OUT OF THE AREA OF COUNTY SHEET THE DEPARTMENT.

October 1/2015 to September 30/2014 State CHD County Total CHD

6. MEDICAID -STATE/COUNTY  MEDICAID ADMINISTRATION OF VACCINE: 001079 MEDICAID ADMINISTRATION OF VACCINE: 001079 MEDICAID CARLO MANIAGEMENT: 00 01079 MEDICAID CARLO MEALTH CHECK UP 001082 MEDICAID CARLO MEALTH CHECK UP 001082 MEDICAID DETAMLY PLANNING 01 02 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0			State CHD Trust Fund	County	Total CHD Trust Fund :::2	Other	
MEDICAID - STATECOUNTY					(cash)		Total &
MEDICARD ADMINISTRATION OF VACCINE	6. MEDIC	CAID - STATE/COUNTY		E NGC TO THE STATE OF THE STATE	Security and Company of the Company	A STATE OF THE STA	
MEDICAID ADMINSTRATION OF VACCINE	001076	MEDICAID TB	0	0	0	0	0
	001078	MEDICAID ADMINISTRATION OF VACCINE	0	1,720	_		1,720
	001079	MEDICAID CASE MANAGEMENT	0	0	-	0	0
	001081	MEDICAID CHILD HEALTH CHECK UP	0	0		-	0
	001082		0	0	-	_	0
	001083	MEDICAID FAMILY PLANNING	0	22,307	_		22,307
	001087	MEDICAID STD	0	264	ŕ	0	264
MEDICAID MATERNITY	001089	MEDICAID AIDS	0	0		0	0
MEDICAID COMPREHENSIVE CHILD	001147	MEDICAID HMO CAPITATION	0	1,487	1.487	0	1.487
MEDICAID COMPREHENSIVE CHILD	001191	MEDICAID MATERNITY	0	26,194		0	26,194
MEDICAID COMPREHENSIVE ADULT	001192	MEDICAID COMPREHENSIVE CHILD	0	0	ŕ	0	0
MEDICAID LABORATORY	001193	MEDICAID COMPREHENSIVE ADULT	0	0		0	0
MICHARS STOR ADM, FEE	001194	MEDICAID LABORATORY	0	0		0	0
MEDICAID LOW INCOME POOL   0   0   0   0   0   0   0   0   0	001208	MEDIPASS \$3.00 ADM. FEE	0	1,375	•	0	1,375
O	001059	MEDICAID LOW INCOME POOL	0	0		0	0
MEDICAID - BEHAVIORAL HEALTH	001051	EMERGENCY MEDICAID	0	0		0	0
MEDICAID - ORTHOPEDIC   0	001058	MEDICAID - BEHAVIORAL HEALTH	0	0	_	0	0
MEDICAID - DERMATOLOGY	001071	MEDICAID - ORTHOPEDIC	0	0		0	0
MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	001072	MEDICAID - DERMATOLOGY	0	0			0
MEDICAID - REFUGEE HEALTH	001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	0	_	0	0
MEDICAID - HOSPITAL   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	001069	MEDICAID - REFUGEE HEALTH	0	0	-	-	0
MEDICAID HMO NON-CAPITATION   0	001055	MEDICAID - HOSPITAL	0	0	_	0	0
001074 001180         MEDICAID - NEWBORN SCREENING DENTAL MEDICAID HMO         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         255,177         0         255,177         0         255,177         0         308,524         308,524         0         308,524         308,524         0         308,524         0         308,524         0         308,524         0         308,524         0         308,524         0         308,524         0         0         0         308,524         0         308,524         0	001148	MEDICAID HMO NON-CAPITATION	0	0	-	0	0
MEDICAID TOTAL  7. ALLOCABLE REVENUE - STATE  018000 REFUNDS 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	001074	MEDICAID - NEWBORN SCREENING	0	0	-	-	0
MEDICAID TOTAL         0         308,524         308,524         0         308,524           7. ALLOCABLE REVENUE - STATE           018000         REFUNDS         0	001180	DENTAL MEDICAID HMO	0	255,177	255,177	0	255,177
7. ALLOCABLE REVENUE - STATE  018000 REFUNDS	MEDICAI	D TOTAL	0	308,524	308 524	0	308,524
018000         REFUNDS         0         0         0         0         0           037000         PRIOR YEAR WARRANT         0         0         0         0         0         0           038000         12 MONTH OLD WARRANT         0         0         0         0         0         0           ALLOCABLE REVENUE TOTAL         0         0         0         0         0         0         0           8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE           ADAP         0         0         0         18,387         18,387           OTHER (SPECIFY)         0         0         0         0         0         0         0           PHARMACY SERVICES         0 </td <td>7. ALLOC</td> <td>CABLE REVENUE - STATE</td> <td></td> <td></td> <td>300,021</td> <td></td> <td></td>	7. ALLOC	CABLE REVENUE - STATE			300,021		
037000         PRIOR YEAR WARRANT         0			0	0		^	0
038000         12 MONTH OLD WARRANT         0         0         0         0         0         0           ALLOCABLE REVENUE TOTAL         0         0         0         0         0         0           8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE           ADAP         0         0         0         0         18,387         18,387           OTHER (SPECIFY)         0         0         0         0         0         0         0           PHARMACY SERVICES         0							_
ALLOCABLE REVENUE TOTAL 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0							
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE  ADAP OTHER (SPECIFY) O O O O O O O O O O O O O O O O O O O					0	-	· ·
ADAP OTHER (SPECIFY) 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				0	0	U	0
OTHER (SPECIFY)  PHARMACY SERVICES  O  O  O  O  O  O  O  O  O  O  O  O  O	8. OTHER	R STATE CONTRIBUTIONS NOT IN CHD TRUST FUND	- STATE				
PHARMACY SERVICES         0         0         0         26,853         26,853           TB SERVICES         0         0         0         0         0         0           STD SERVICES         0         0         0         0         0         0         0           WIC FOOD         0         0         0         0         0         287,747         287,747           DENTAL SERVICES         0         0         0         0         0         0         0         0         0           OTHER (SPECIFY)         0		ADAP	0	0	0	18,387	18,387
TB SERVICES 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		OTHER (SPECIFY)	0	0	0	0	0
STD SERVICES       0       0       0       0       0       0         WIC FOOD       0       0       0       0       287,747       287,747         DENTAL SERVICES       0       0       0       0       0       0       0         OTHER (SPECIFY)       0       0       0       0       0       0       0       0         LABORATORY SERVICES       0       0       0       0       2,569       2,569       1,569		PHARMACY SERVICES	0	0	0	26,853	26,853
WIC FOOD       0       0       0       287,747       287,747         DENTAL SERVICES       0       0       0       0       0       0         OTHER (SPECIFY)       0       0       0       0       0       0       0         LABORATORY SERVICES       0       0       0       2,569       2,569         IMMUNIZATION SERVICES       0       0       0       32,829       32,829         CONSTRUCTION/RENOVATION       0       0       0       0       0		TB SERVICES	0	0	0	0	0
DENTAL SERVICES         0         0         0         0         0         0           OTHER (SPECIFY)         0         0         0         0         0         0         0           LABORATORY SERVICES         0         0         0         2,569         2,569         1,569		STD SERVICES	0	0	0	0	0
OTHER (SPECIFY) 0 0 0 0 0 0 0 0 0 0 0 0 1 1 1 1 1 1 1		WIC FOOD	0	0	0	287,747	287,747
LABORATORY SERVICES       0       0       0       2,569       2,569         IMMUNIZATION SERVICES       0       0       0       32,829       32,829         CONSTRUCTION/RENOVATION       0       0       0       0       0       0		DENTAL SERVICES	0	0	0	0	0
IMMUNIZATION SERVICES         0         0         0         32,829         32,829           CONSTRUCTION/RENOVATION         0         0         0         0         0         0		OTHER (SPECIFY)	0	0	0	0	0
IMMUNIZATION SERVICES         0         0         0         32,829         32,829           CONSTRUCTION/RENOVATION         0         0         0         0         0         0		LABORATORY SERVICES	0	0	0	2,569	2,569
		IMMUNIZATION SERVICES	0	0	0		32,829
OTHER STATE CONTRIBUTIONS TOTAL         0         0         368,385         368,385		CONSTRUCTION/RENOVATION	0	0	0	0	0
	OTHER ST	TATE CONTRIBUTIONS TOTAL	0	0	0	368,385	368,385

## Working copy ANNEACH VIEW BIL

## IBANGANAMUUS COUNNYSHIMASYTED BRARINAIST Priiside Sourcessof Coulty Duttons to County Heritip Departments

October 14-2016 to September 80,20043 Stell #HD County Train (HD

		State CHD Trust Fund	County	Total CHD Trust Fund		
		(eash)	Trust Dand	n d /(eash) = Co	ntribution	Total
9. DIREC	T LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU BCC	0	0	0	0	0
008040	BCC GRANT/CONTRACT	0	0	0	0	0
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	0	0	0	0
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	21,004	21,004	0	21,004
DIRECT	COUNTY CONTRIBUTION TOTAL	0	21,004	21,004	0	21,004
10. FEES	AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTI	ON - COUNTY				
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	104,086	104,086	0	104,086
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	6,940	6,940	0	6,940
001114	NEW BIRTH CERTIFICATES	0	4,356	4,356	0	4,356
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	115	115	0	115
001117	VITAL STATS-ADM. FEE 50 CENTS	0	195	195	0	195
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUT	THORIZED BY COUNTY TOTAL	0	115,692	115,692	0	115,692
11. <b>OTHE</b>	R CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	0	0	0	0
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MÉDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	0	0	0	0
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	109	109	0	109
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	2,300	2,300	0	2,300
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	267	267	0	267
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	40,472	40,472	0	40,472
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0

# Book 34 Page 092 Book 34 Page 092

October 1-2018/to/September 50-2014

U. P. San	Sia	ce <b>(eiii)</b> .	County T	outCHD ?		
17/14	$\overline{p_{ro}}$	st Pund 🔫	CHD II	rusia aunto	Other 1	
11. OTH	ER CASH AND LOCAL CONTRIBUTIONS - COUNTY	(Cash)	trust Fund 2: 222	(cash) Co	ntcibution 💮 🐣	Total
011000		_				
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES		0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
	GRANT-DIRECT	0	0	0	0	0
010402	RECYCLED MATERIAL SALES	0	0	0	0	0 .
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANT	0	0	0	0	0
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH DONATION	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS MANAGEMENT FEE - PMPMPC	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500	REFUGEE HEALTH	0	0	0	0	0
005045	INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	0
005043	INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	0
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
001053	MEDICARE - PART A	0	0	0	0	0
011002	ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	0
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
001003	WIRE TRANSFER FEE	0	0	0	0	0
OTHER CA	ASH AND LOCAL CONTRIBUTIONS TOTAL	0	43,148	43,148	0	43,148
12. ALLO	CABLE REVENUE - COUNTY					
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
001053	CLIENT REVENUE FROM NCO	0	0	0	0	0
COUNTY A	ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILD	INGS - COUNTY			·		
	ANNUAL RENTAL EQUIVALENT VALUE	0	Δ		^	0
	OTHER (SPECIFY)	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	BUILDING MAINTENANCE	0	•	0	0	0
	GROUNDS MAINTENANCE	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	The state of the s	U	U	0	0	0

## : Working Copy ATTACHMENT II.

## Book **34** Page **093**

## LAFAVETTE COUNTY HEALTH DEPARTMENT (County Health Department)

October 142018 to Statember 50, 2014 State GHD State County

		- 😘 🧓 CHD 🖫	Trust Fund		Total
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FU	ND - COUNTY				
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	652,096	488.368	1.140,464	368.385	1.508,849

## WorkingCopymgATTACHMENT II. BACAYETTER COUNTY HEALTH-DEPARTMENT.

Partein Bennedastening Glenk, Services Arides gendlinge By Program Service Area Within Each Level Of Service

Book **34** Page **094** 

Grobert, 2018 to September 30: 2015

	(00.9)	o Units	Visits		(Whole doll	irs only)		State	County	e E Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.30	451	799	5,412	4,638	5,412	5,410	13,017	7,855	20,872
STD (102)	0.03	14	23	812	696	812	812	1,991	1,141	3,132
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	27	23	27	26	90	13	103
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	0	0	66	56	66	66	221	33	254
TB CONTROL SERVICES (104)	0.03	15	24	767	702	767	764	3,000	0	3.000
COMM. DISEASE SURV. (106)	0.05	0	0	788	675	788	787	2,673	365	3.038
HEPATITIS PREVENTION (109)	0.00	0	0	10	8	10	10	38	0	38
PUBLIC HEALTH PREP AND RESP (116)	0.59	0	0	2,736	2,345	2,736	2,736	9,287	1,266	10,553
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL STATISTICS (180)	0.13	405	419	1,535	1,315	1,535	1,535	0	5,920	5,920
COMMUNICABLE DISEASE SUBTOTAL	1.13	885	1,265	12,153	10,458	12,153	12,146	30,317	16,593	46,910
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.61	0	0	4,868	4,172	4,868	4,867	17,482	1,293	18,775
TOBACCO PREVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
WIC BREASTFEEDING PEER COUNSELING (21W2)		0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	0.82	173	372	22,302	19,111	22,302	22,295	66,621	19,389	86,010
IMPROVED PREGNANCY OUTCOME (225)	0.48	37	230	14,176	12,148	14,176	14,170	22,870	31,800	54,670
HEALTHY START PRENATAL (227)	0.49	73	549	8,668	7,427	8,668	8,664	0	33,427	33,427
COMPREHENSIVE CHILD HEALTH (229)	0.38	47	85	14,588	11,440	14,588	15,864	56,480	0	56,480
HEALTHY START INFANT (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	4.74	0	26,214	66,909	57,336	66,909	66,882	253,552	4,484	258,036
COMPREHENSIVE ADULT HEALTH (237)	0.93	105	320	16,539	14,173	16,539	16,532	61,697	2,086	63,783
COMMUNITY HEALTH DEVELOPMENT (238)	0.58	0	0	11,647	9,981	11,647	11,642	44,917	0	44,917
DENTAL HEALTH (240)	4.65	1,752	3,647	109,140	96,809	109,140	106,147	63,419	357,817	421,236
	13.68	2,187	31,417	268,837	232,597	268,837	267,063	587,038	450,296	1,037,334
PRIMARY CARE SUBTOTAL C. ENVIRONMENTAL HEALTH:	10.00	2,107	21,	200,027		,		,		-,,
Water and Onsite Sewage Programs	0.00				^		•	•		^
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.00	0	0	26	22	26	26	88	12	100
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	0.76	2,269	3,366	13,810	11,834	13,810	13,806	31,793	21,467	53,260
Group Total Facility Programs	0.76	2,269	3,366	13,836	11,856	13,836	13,832	31,881	21,479	53,360
FOOD HYGIENE (348)	0.00	0	0	0	0	0	0	0	0	0
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.00	0	0	0	0	0	0	0	0	0
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0

Part III. Planned Staffing: Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service Book 34 Page 095

October 1, 2013-to September 30, 2014

Outsitely Expenditure Plan

	(0.00)	- Units	Visits		(Whole doll	ars only)		State	County	Total :
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
HOUSING, PUBLIC BLDG SAFETY, SANITATION (3	353)0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.00	0	0	0	0	0	0	0	0	0
SWIMMING POOLS/BATHING (360)	0.00	0	0	7	6	7	8	28	0	28
BIOMEDICAL WASTE SERVICES (364)	0.00	0	0	0	0	0	0	0	0	0
TANNING FACILITY SERVICES (369)	0.00	0	0	0	0	0	0	0	0	0
Group Total Groundwater Contamination	0.00	0	0	7	6	7	8	28	0	28
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total Community Hygiene	0.00	0	0	0	0	0	0	0	0	0
TATTOO FACILITIES SERVICES	0.00	0	0	0	0	0	0	0	0	0
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE/CONTROL SERVICES (3	66)0.00	0	0	0	0	0	0	0	0	0
ARBOVIRUS SURVEILLANCE (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SUBTOTAL	0.76	2,269	3,366	13,843	11,862	13,843	13,840	31,909	21,479	53,388
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	734	629	734	735	2,832	0	2,832
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	734	629	734	735	2,832	0	2,832
TOTAL CONTRACT	15.57	5,341	36,048	295,567	255,546	295,567	293,784	652,096	488,368	1,140,464

#### ATTACHMENT III

## Book **34** Page **096**

## LAFAYETTE COUNTY HEALTH DEPARTMENT

#### CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

- 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- 2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- 3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- 4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- 5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- 6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

## **ATTACHMENT IV**

## LAFAYETTE COUNTY HEALTH DEPARTMENT

## FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

Facility <u>Description</u>

**Location** 

Owned By

Florida Department of Health 140 SW Virginia Circle Lafayette County In Lafayette County

Mayo, FL 32066

CONTRACT YEAR

## **ATTACHMENT V**

## Lafayette COUNTY HEALTH DEPARTMENT

#### SPECIAL PROJECTS SAVINGS PLAN

<u>STATE</u>

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

COUNTY

**TOTAL** 

2011-2012	\$	\$	\$	-
2012-2013	\$	\$	\$	-
2013-2014	\$	\$	\$	
2014-2015	\$	\$	\$	
2015-2016	\$	\$	\$	
PROJECT TOTAL	\$	\$	\$	
	OJECT CONSTRUC	TION/RENOVATION P	LAN	
PROJECT NAME:	<del></del>			
LOCATION/ ADDRESS:	<del></del>		···	
PROJECT TYPE:	NEW BUILDING RENOVATION NEW ADDITION	ROOFING PLANNING STUD OTHER	Y	
SQUARE FOOTAGE:				
PROJECT SUMMARY: Describe sco	ope of work in reasonab	le detail.		
ESTIMATED PROJECT INFORMATI START DATE (initial expenditure of funds) COMPLETION DATE:				
DESIGN FEES: CONSTRUCTION COSTS: FURNITURE/EQUIPMENT TOTAL PROJECT COST:	\$ \$ \$ \$ 			
COST PER SQ FOOT:	\$#DIV/0!			

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.



Lance Lamb – Dist. 1 Gail F. Garrard – Dist. 2 Donnie Hamlin – Dist. 3

## LAFAYETTE COUNTY

**Board of County Commissioners** 

P.O. BOX 88 • MAYO, FL 32066 (386) 294-1600 FAX (386) 294-4231



Tweed Jack Byrd - Dist. 4 Earnest Jones - Dist. 5

Book **34** Page **099** 

September 13, 2013

Honorable Greg S. Parker, Chief Judge Third Judicial Circuit of Florida P.O. Drawer 1000 Perry, FL 32348

RE: Proposed Administrative Order Regarding Court Innovations Expenditures

Dear Judge Parker,

Thank you for providing a draft of said proposed Administrative Order related to the expenditures from court innovations fund collected by counties pursuant to s. 939.185, Florida Statutes.

At our regular meeting on Monday, September 9, 2013, the Board of County Commissioners asked me to share concerns about the delegation of authority to the trial court administrator to sign invoices for payment from funds collected in Lafayette County through an ordinance adopted by the Board without approval by the Board.

On the local level the Clerk's Office collects approximately \$5,000 a year from the \$65 additional court cost with approximately \$1,250 allocated to Court Innovations. This year Lafayette County was able to meet the Circuit's prorated share request of \$13,934.34 from said advance funds anticipated from the court costs for the new Mentis Technology SmartBench Application. Without local control of said funds, the County would have had to delve into dwindling General Fund reserves for this unexpected and unbudgeted expenditure without hope of reimbursement.

We are concerned that the proposed system lacks input from individual counties where the funds are generated. While we do not doubt court administration's desire to do what is best, court

Martied and Emartied to Godge Parker 9/17/13. Howens

ATTACH

administration's duty of loyalty is to the entire circuit rather that the individual counties. We strongly feel that funds generated in Lafayette County should be used first to meet the needs of the courts located in Lafayette County for the benefit of the people who generated the funds. The danger is that the funds generated in Lafayette County will be absorbed into larger "circuit wide" projects that may be beneficial to the court system as a whole, but have little tangible benefit to Lafayette County, specifically.

We would suggest, as an alternative to simply granting all authority to court administration, that the Chief Judge enter an administrative order which provides a yearly date by which court administration and the individual counties could file proposals for the use of such funds with the Chief Judge. In any year where a county did not make such a request, the Chief Judge could easily enter an order that the funds be used as requested by court administration without further discussion. However, if a particular county wished to use its court innovations funds for a particular need, in that county, the Chief Judge could meet with all involved and make his decision taking into account the needs of the court system as a whole as well as the needs of the individual counties.

Thank you for your consideration of these important matters.

1a 21

Sincerely,

Lance Lamb, Chairman
Board of County Commissioners

Lafayette County, Florida

MAYO FREE PRESS
Published Weekly
Post Office Box 148- Phone 935-4440
Branford, Lafayette County, Florida 32008

STATE OF FLORIDA COUNTY OF LAFAYETTE:

LOUISE SHEDDAN

Before the undersigned authority personally appeared

who on oath says that she is Legal Secretary
of The Mayo Free Press, a weekly newspaper published in Mayo in Lafayette County, Florida; that the attached copy of advertisement, being a
PUBLIC NOTICE
in the matter of
VARIANCE # V01-13
was published in said newspaper in the issues of
AUGUST 29, 2013
Affiant further says that the said , The Mayo Free Press is a newspaper published at Mayo in said Lafayette County, Florida, and that the said newspaper has heretofore been continuously published in said Lafayette County, Florida, each week and has been entered as second class mail matter at the post office in Mayo, in said Lafayette County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he 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 said newspaper.  Sworn to and subscribed before me this 29th day of August, 2013.
(SEAL) Notary Public
Personally knownor produced identification
Type of identification produced

NOTICE OF A PUBLIC HEARING CONCERNING A VARIANCE AS PROVIDED FOR IN THE LAWRYFUE CONSTY LAND PRINT CONSTY LAND

BY THE BOARD OF COUNTY COMME-SIONERS OF LAFAYETTE COUNTY. FLORIDA, SERVING AS THE BRANKD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, NOTICE 18-HEMESY SIVEN that, pursuant to the Liefayette County Land Development Regulatinish, hereissifier referred to as the Land Development Regulations, as amended, objections, recommendations and comments concerning a variance, as described below, will be heard by the Bosset of County Commissioners of Lafayette County, Florids, serving as the Brand of Adjustment of Lafayette County, Florids at a public hearing on September 48, 2813 at \$100 A.M. or as soon thereafter as the matter can be heard, in the Seard of County Scotting over 10 counts of County florids in the County Countries.

VII-13, a. petition by Andy Marzleff, requeeting is Variance be granted to the requirements of the Land Development Regulations, to reduce the East and West aids year's entisets from 50 feet to 20 feet within an Agricultural area (A-3) mening district, an property described as fellows:

A parcel of lend in Section 05, Township 00, Range 13, Lafayette County, Florida.
BEG. 40 FT. N. OF NW CORM. OF LOTY! PICKETT LAKE SUBD: PB A P. 24 PAULIC RECORDS: LAFAYETTE CO. PL.TH. RUN N. 200 FT.; TH. E. 108.30 FT.; TH. S. 200 FT.; TH. W. 108.30FT. TO CLOSE ON P.O.B. OR BK 31 P. 102. OR BK 118 P. 91; OR BK 120 P.161.CONTAINING 0.5 ACRE.

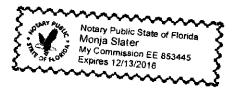
The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced duting the public hearing and that no further notice concerning the matter will be published, untues said continuation expects six estates where the date of the above referenced public hearing.

At the aforementioned public hearing, all internated parties may appear to be listent with respect to the proposed variance.

Copies of the proposed variance are svalidate for public inspection of the Office of the Land Development Regularisms Administrator, County Courthmen. Industrial at the intersection of west Main Street(US Hwy 27) and North Fietcher Street(St Rd 51), Mayo, Florida, during regular business hours.

YED HOSH

All persons are advised, that if their decide to appeal any distance their at the above referenced public hearing, they are need a record of the proceedings, and that, for such purposes, they may need to ensure that a verbatim record of the preceedings is made, which record includes the testimony and evidence upon which the appeal is to life based. 08/29



### RESOLUTION NO. V01-13

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, GRANTING A VARIANCE AS AUTHORIZED UNDER SECTION 4.5.7 OF THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, PROVIDING FOR A VARIANCE TO ALLOW REDUCTION OF THE EAST AND WEST SIDE YARD SETACKS FROM 50 FEET TO 20 FEET WITHIN AN AGRICULTURAL AREA (A-3) ZONING DISTRICT AS PROVIDED FOR IN SECTION 4.5.7 OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; PROVIDING FOR REVOCATION OF THE VARIANCE; REPEALING RESOLUTIONS IN CONFLICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, hereinafter referred to as the Board of County Commissioners, serving as the Board of Adjustment, to grant or deny variances as authorized under Section 3.2.5 of the Land Development Regulations;

WHEREAS, a petition for a variance, as described below, has been filed with the County;

WHEREAS, pursuant to the Land Development Regulations, the Board of County Commissioners, serving as the Board of Adjustment, held the required public hearing with public notice having been provided, on said petition for a variance, as described below, and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said petition for a variance, as described below;

WHEREAS, the Board of County Commissioners, serving as the Board of Adjustment, has found that they are empowered under Section 3.2.5 of the Land Development Regulations to grant or deny a variance, as described below;

WHEREAS, The Board of County Commissioners, serving as the Board of Adjustment, has determined and found that the granting of said petition for a variance, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

WHEREAS, THE Board of County Commissioners, serving as the Board of Adjustment, has determined and found that:

- (a) special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
- (b) such special conditions and circumstances do not result from the actions of the applicant;
- (c) granting the variance requested will not confer on the applicant a special privilege that is denied by the land development regulations to other lands, buildings or structures in the same zoning district;
- (d) literal interpretation of the provisions of the land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district

under the terms of the land development regulations and would work unnecessary and undue hardship on the applicant;

- (e) the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and
- (f) granting of the variance will be in harmony with the general intent and purpose of the land development regulations, and such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENTS OF LAYFAYETTE COUNTY, FLORIDA, THAT:

Section 1. Pursuant to a petition, V01-13, by Andy Marzloff, requesting a Variance be granted to the requirements of section 4.5.7 of the Land Development Regulations the Board of County Commissioners, serving as the board of adjustments hereby grants a variance to allow reduction of the East and West side yard setbacks from 50 feet to 20 feet in an Agricultural area (A-3) zoning district, on property Described as follows:

A parcel of land in Section 05, Township 06, Range 13, Lafayette County, Florida. BEG.40 FT. N. OF NW CORN. OF LOT11 PICKETT LAKE SUBD. PB A P. 21 PUBLIC RECORDS LAFAYETTE CO. FL;TH. RUN N. 200 FT.; TH. E. 108.39 FT.; TH. S. 200 FT.; TH. W. 108.39FT.TO CLOSE ON P.O.B. OR BK 31 P. 108; OR BK 118 P. 91; OR BK 120 P.161.Containing 0.5 acre.

<u>Section 2</u>. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

<u>Section 3</u>. This resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, serving as the Board of Adjustment, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2013.

BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA

Attest:

Ricky Lyms, County Clerk

Lance Lamb, Chairman

## RESOLUTION NO. 2013-9-1-1

A Resolution of the Board of County Commissioners of Lafayette County amending the definition of eligible housing under the S.H.I.P. program to include certain mobile and manufactured homes.

Whereas, the Florida Legislature amended the term "Eligible Housing" found in Section 420.9071(8)FS to include manufactured homes constructed after June 1994; and

Whereas, the legislature further provided that each participating county or municipality may amend its local housing assistance plan to include mobile or manufactured homes.

Be it therefore resolved by the Lafayette County Board of County Commissioners that mobile homes constructed after June 1994 be considered Eligible Housing for Emergency Repairs including the construction of wheelchair ramps in the local housing assistance plan; and

Be it therefore resolved that mobile and manufactured homes constructed not more than 10 years prior to the calendar year in which application for assistance is filed with the SHIP program be eligible for Down Payment Assistance in the local housing assistance plan; and

Be it therefore resolved that no more than twenty percent of the annual allocation be spent on the Down Payment Assistance or Emergency Repairs of mobile homes and manufactured homes.

Passed and adopted by the County Commission of Lafayette County, Florida on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013.

(SEAL)

ATTEST:

Chairman

#### FISCAL YEAR 2014

#### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

#### AGREEMENT

Book **34** Page **105** 

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 \_\_\_\_\_ day of \_\_\_\_\_ 2013, 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, 2013 and shall end on September 30, 2014. 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

County Clerk

Lance Lamb Chairman

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

**Executive Director** 

Chair

APPENDIX A

## SCOPE OF SERVICES

#### FOR THE

### FISCAL YEAR 2014

### LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

- I. <u>General Technical Assistance</u> conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. <u>Amendment Assistance</u> 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 2014**

#### HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

## Book 34 Page 110

### BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA

#### AND THE

#### NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2013, 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 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**

This Agreement shall begin on October 1, 2013 and shall end on September 30, 2014. 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.

#### <u>ARTICLE VI - NONDISCRIMINATION</u>

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.

#### <u>ARTICLE VIII - ASSIGNABILITY</u>

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

Ricky Lyons County Clerk

Lance Lamb Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons' Executive Director Garth R. Nobles, Jr.

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: 9/9/2013 to 9/9/2013

# Book **34** Page **115**

Lafayette County (GNF)

Bank Code: A General Fund Check Check Vendor						
Number	Check Date	Vendor Number	Name		Check Amount	Check Type
050417	9/9/2013		AFLAC	· · · · · · · · · · · · · · · · · · ·	1,187.70	Auto
050418	9/9/2013	APS	Alachua Pest Services, LLC		225.33	
050419	9/9/2013	BR	Blue Rok, Inc.		4,567.61	
050420	9/9/2013	CES	City Electric Supply		182.50	=
050421	9/9/2013	CTY	Cindy Tysall		28.43	
050422	9/9/2013	CW	Culligan Water Conditioning			Auto
050423	9/9/2013	DBM	Dr. Bogdan Maliszewski		700.00	
050424	9/9/2013	DISH	Dish Network		88.27	
050425	9/9/2013	FCPA	FCPA		600.00	
050426	9/9/2013	FD	Family Dollar		84.00	
050427	9/9/2013	FI	Ferrell's Inc.		2,656.95	
)50428	9/9/2013	FIS	First In Services, LLC		38.43	Auto
50429	9/9/2013	FISHER	Fisher Scientific		1,508.97	
50430	9/9/2013	GAL	Columbia County BCC		1,296.88	Auto
50431	9/9/2013	HASI	Hamlin Auto Supply, Inc		1,025.74	Auto .
50432	9/9/2013	HLCI	Hart Land Clearing, Inc		158.48	Auto
50433	9/9/2013	HRA	Harold R Arthur DMD, PA		292.00	Auto
50434	9/9/2013	JFS	Jiffy Food Stores		454.89	Auto
50435	9/9/2013	JPB	Nature Coast Services, LLC		400.00	Auto
50436	9/9/2013	MAP	Mayo Auto Parts		1,633.03	Auto
50437	9/9/2013	MF	Mayo Fertilizer		167.50	Auto
50438	9/9/2013	MOS	McCrimon's Office Supply		93.15	Auto
50439	9/9/2013	MT	Mayo Thriftway		205.31	Auto
50440	9/9/2013	MTG	Matheson Tri-Gas Inc.		361.66	Auto
50441	9/9/2013	NFPM	North Florida Pharmacy of Mayo		103.85	Auto
50442	9/9/2013	QC	Quill Corporation		73.96	
50443	9/9/2013	SON	Sonitrol		170.5 <b>7</b>	Auto
50444	9/9/2013	SVE	Suwannee Valley Electric		28.22	Auto
50445	9/9/2013	SWH	S & W Healthcare		207.85	Auto Auto
50446	9/9/2013	TOM	Town of Mayo		968.18	
50447	9/9/2013	U	Upstart		201.44	Auto
50448	9/9/2013	w	Windstream			Auto
50449	9/9/2013	wos	Ware Oil & Supply		747.57	Auto
50450	9/9/2013	WRW	W R Williams Distributors		2,333.22	Auto
50451	9/9/2013	A+T	A+ Trailers & Fabrication, Inc		26,233.54	Auto
50452	9/9/2013	AIG	Al Trailers & Fabrication, Inc. AlG/American General		616.45	Auto
50453	9/9/2013	BCBS	Blue Cross Blue Shield of FL		454.66	Auto
50454	9/9/2013	HE	Hatch Enterprises, Inc.			Auto
50455	9/9/2013	LCCC				Auto
50456	9/9/2013		Lafayette County Clerk of Cour			Auto
50457	9/9/2013	LCPA	Lafayette County Property App.			Auto
0458	9/9/2013	LCSC	Lafayette County Sheriff			Auto
0459		LCSE	Lafayette County Sup of Electi			Auto
0460	9/9/2013	LCSE9	Lafayette County Sheriff			Auto
	9/9/2013	LCSLE	Lafayette County Sheriff			Auto
0461	9/9/2013	LCTC	Lafayette County Tax Collector			Auto
0462	9/9/2013	LN	Liberty National Life Insuranc			Auto
0463	9/9/2013	MP	Mayo Postmaster			Auto
0464	9/9/2013	PD	Public Defender Occupancy Acco			Auto
0465	9/9/2013	PDIT	Public Defender I.T.			Auto
0466	9/9/2013	RPDS	Roumelis Planning & Dev. Servi			Auto
0467	9/9/2013	SA	Jeff Siegmeister			Auto
0468	9/9/2013	SAIT	Jeff Siegmeister			Auto
0469	9/9/2013	SICD	Standard Insurance Company		1,908.64	Auto
0470	9/9/2013	SICL	Standard Insurance Company		184.90	Auto

Run Date: 9/9/2013 8:12:40AM

A/P Date: 9/9/2013

Check History Report Sorted By Check Number Activity From: 9/9/2013 to 9/9/2013

Book **34** Page **116** 

Lafayette County (GNF)

Bank Code: / Check Number	A General Fund Check Date	i Vendor Number	Name		Check Amount	Check Type
050471	9/9/2013	SICV	Standard Insurance Company	<del></del>	565.72	Auto
050473	9/9/2013	MH	Mayo Hardware		691.39	Auto
			•	Bank A Total:	327,162.07	
				Report Total:	327,162.07	

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 9TH DAY OF SEPTEMBER, 2013.

Run Date: 9/9/2013 8:12:40AM

A/P Date: 9/9/2013

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE **COURTHOUSE RENOVATION RESERVE FUND**.

FROM THE FIRST FEDERAL SAVINGS BANK, ON SEPTEMBER 9, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
CITY ELECTRIC SUPPLY CERTIFIED PLUMBING & ELECT WB HOWLAND CO TRI-COUNTY LOCKSMITHS MAYO AIR CONDITIONING LIVE OAK PAINT CENTER MAYO HARDWARE	MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF MAINTENANCE-EXTENSION OFF	519-460 519-460 519-460 519-460 519-460 519-460 519-460		\$ 108.81 \$ 137.14 \$ 1,829.19 \$ 29.50 \$ 900.00 \$ 2,500.00 \$ 1,573.94
TOTAL				\$ 7,078.58

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 9TH DAY OF SEPTEMBER, 2013.

Gail F. Janard
Girlin O Homes

Totach Brens

Darnest & Jones

# BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY, FL

LIST OF WARRANTS DRAWN ON THE **EMERGENCY 911** FUND.

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 9, 2013.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
WINDSTREAM STATE OF FLORIDA	COMMUNICATIONS COMMUNICATIONS	526-410 526-410		\$ 236.99 \$ 568.26
	i			
TOTAL				\$ 805.25

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 9TH DAY OF SEPTEMBER, 2013.

Jack By Jones