

The Lafayette County Commission met on the above date and hour for a regular scheduled meeting. The meeting was held in the commissioner's meeting room at the Courthouse in Mayo, Florida. The following members were present: Commissioner Charles Driver, Dist. 1; Commissioner Thomas E. Pridgeon, Dist. 2; Commissioner Donnie Hamlin, Dist. 3; Commissioner Jack Byrd, Dist. 4; Commissioner Earnest Jones, Dist. 5; and Lafayette County Attorney Leenette McMillan.

APPROVE THE MINUTES

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

ANNUAL HEALTH DEPARTMENT CONTRACT

On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to approve the annual Health Department contract as presented by Dr. Nancy McCullers.

REQUEST FOR TRAVEL

Mr. Donnie Land discussed with the board the issue tabled from the last meeting regarding a check request for travel for two paramedics to go to training in Las Vegas, Nevada. Upon general consent, the board decided to table the issue once more.

SPECIAL ASSESSMENT FOR CAMPSITES

Mr. Bobby Johnson discussed a proposal for special assessments for campsites (an amendment to Ordinance 86-3). Upon general consent, the board decided to amend Ordinance 86-3 and advertise for a public hearing to adopt the amended Ordinance.

CDBG GRANT UPDATE

Ms. Debbie Belcher gave a report to the board on the progress of the CDBG Grant. Ms. Belcher gave the board the list of names to go with the second bid package to see if there were any conflicts of interest with any board members. None were mentioned for the following names: Melissa Byrd, Wayne & Angela Driver, Bonnie Adams, Patsy Ducksworth, and Estelle Lyons. There was one additional applicant, Mr. Harvey Folsom, and Mr. Hamlin stated that he had a conflict of interest with that applicant.

FRDAP GRANT UPDATE

The board approved Ms. Debbie Belcher applying for another FRDAP Grant for additional work to be done at the Edward Perry Sports Complex to add another ball field, restrooms, etc. The deadline to apply is September 30, 2008.

COUNTY POLICY FOR RETURNED CHECKS

The board discussed a county policy for dealing with returned checks for county services. On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to have Ms. McMillan draft a policy and have ready for them to review at the next board meeting.

VALUE ADJUSTMENT BOARD

On a motion by Mr. Jones and a second by Mr. Pridgeon, the board voted unanimously to appoint the following board members to the Value Adjustment Board: Boogie Pridgeon and Jack Byrd, and to appoint one citizen, Corbin McMullen.

RESOLUTION 08-09-01

On a motion by Mr. Hamlin and a second by Mr. Jones, the board voted unanimously to have Ms. McMillan read proposed Resolution 08-09-01 by title only. On a motion by Mr. Hamlin and a second by Mr. Jones, the board voted unanimously to adopt the proposed resolution setting miscellaneous solid waste charges for the county.

APPROVE THE BILLS

On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to approve the following bills, with the exception of the Pridgeon's Garage bill:

General Fund - \$222,780.02

Road & Bridge Secondary Fund - \$25,402.59

Industrial Park Fund - \$454.65

On a motion by Mr. Jones and a second by Mr. Hamlin, with Mr. Pridgeon abstaining, the board voted unanimously to approve the Pridgeon's Garage bill in the amount of \$1,636.70

VOLUNTEER FIRE DEPARTMENT BUDGET FOR 2008-2009

On a motion by Mr. Jones and a second by Mr. Driver, the board voted unanimously to approve the second request for the Volunteer Fire Department budget for 2008-2009.

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AGREEMENT

On a motion by Mr. Hamlin and a second by Mr. Pridgeon, the board voted unanimously to approve the 2009 agreement for services with the North Central Florida Regional Planning Council.

2009 HAZARDOUS MATERIAL MONITORING CONTRACT

On a motion by Mr. Driver and a second by Mr. Hamlin, the board voted unanimously to approve the 2009 Hazardous Material Monitoring contract with the North Central Florida Regional Planning Council.

On a motion by Mr. Hamlin and a second by Mr. Driver, the board voted unanimously to approve the pay request turned in by Hal Lynch upon returned approval from CRA Architects.

APPRAISAL FOR PROPERTY

The board reviewed the appraisal amount of \$90,000 turned in from Hunt & Associates Appraisals for the property located next to the courthouse. The heirs to the property are asking \$200,000. On a motion by Mr. Pridgeon and a second by Mr. Hamlin, the board voted unanimously to offer up to \$120,000 for the property. On a motion by Mr. Driver and a second by Mr. Jones, the board voted unanimously to approve paying the invoice to the appraisal company.

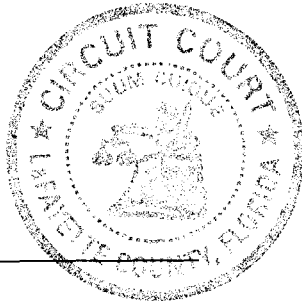
PAVING THE OLD BORROW PIT ROAD

On a motion by Mr. Pridgeon and a second by Mr. Hamlin, the board voted unanimously to have Mr. Lyons write a letter to Anderson Columbia regarding paving the Old Borrow Pit Road to see whether or not they are going to help with the cost to pave it.

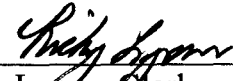
ADJOURN

On a motion by Mr. Jones and a second by Mr. Pridgeon, the board voted unanimously to adjourn.


T. Jack Byrd, Chairman



Attest:


Ricky Lyons, Clerk

Approved this 22nd day of September, 2008.

The Mayo Free Press

Published Weekly

office located at

705 NW Suwannee Ave.

Branford, Fl.

Mailing Address

P. O. Box 248 Mayo, Fl. 32066

386-294-1210

STATE OF FLORIDA

COUNTY OF LAFAYETTE:

Before the undersigned authority personally appeared

Ira Mikell

who on oath says that he is

Legal Secretary

of The Mayo Free Press, a weekly newspaper published in Lafayette County, Florida: that the attached copy of advertisement, being a

Public Notice

in the matter of

Def. Co. Commission

was published in said newspaper in the issues of

Sept. 4, 2008

Affiant further says that the said The Mayo Free 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.

Ira Mikell

Sworn to and subscribed before me this day of Sept., A. D. 2008

Linda A. Smith
Notary Public

Personally known produced identification _____
Type of identification produced _____

LINDA A. SMITH
Notary Public, State of Florida
My comm. exp. Sept. 4, 2008
Comm. No. DD 350030

BOOK

NO DATE

The Lafayette County Commission will hold a public hearing on September 8, 2008 at 10:00 a.m. or as soon thereafter as possible to consider the following proposed resolution:

RESOLUTION 08-20-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, IMPLEMENTING NEW SOLID WASTE CHARGES.

WHEREAS, the Lafayette County Board of County Commissioners is responsible for collecting all solid waste in the County; and

WHEREAS, certain fees must be charged in order to provide this service; and

WHEREAS, it is necessary to charge the following fees for collection:

Dumpsters:	Amount Per Month:
Two (2) yard	\$ 66.00
Four (4) yard	\$115.00
Six (6) yard	\$165.00

Landfill:	Price Per Pound:
Misc C/D and other	\$ 0.045

Waste Tires:	Price Per Pound:
All	\$ 0.00

NOW, THEREFORE:

BE IT RESOLVED by the Board of County Commissioners of Lafayette County, Florida, that the above-referenced fees are necessary and will constitute the new fee schedule to be charged for solid waste services.

ADOPTED this 8th day of September, 2008.

BOARD OF COUNTY COMMISSIONERS LAFAYETTE COUNTY, FLORIDA
T. JACK BYRD,
Chairperson

ATTEST:
RICKY LYONS,
Lafayette County Clerk of Courts

ALL MEMBERS OF THE PUBLIC ARE WELCOME TO ATTEND. NOTICE IS FURTHER HEREBY GIVEN PURSUANT FLORIDA STATUTE 286.0105, THAT ANY PERSON OR PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS PUBLIC HEARING WILL NEED A RECORD OF THE HEARING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WITH DISABILITIES REQUESTING REASONABLE ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (888) 224-1600 OR VIA RELAY FLORIDA SERVICE AT (800)

RESOLUTION 08-09-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA, IMPLEMENTING NEW SOLID WASTE CHARGES.

WHEREAS, the Lafayette County Board of County Commissioners is responsible for collecting all solid waste in the County; and

WHEREAS, certain fees must be charged in order to provide this service; and

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Two (2) yard	\$65.00
Four (4) yard	\$115.00
Six (6) yard	\$165.00
<u>Landfill:</u>	<u>Price Per Pound:</u>
Misc C/D and other	\$0.045
<u>Waste Tires:</u>	<u>Price Per Pound:</u>
All	\$0.07

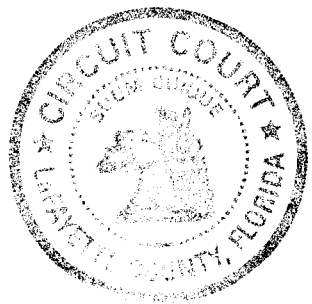
NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Lafayette County, Florida, that the above-referenced fees are necessary and will constitute the new fee schedule to be charged for solid waste services.

ADOPTED this 8 day of Sept, 2008.

BOARD OF COUNTY COMMISSIONERS
LAFAYETTE COUNTY, FLORIDA

BY: T. Jack Byrd
T. JACK BYRD, Chairperson



ATTEST:

Ricky Lyons
Ricky Lyons, Lafayette County Clerk of Court

FISCAL YEAR 2009

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2008, 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, 2008 and shall end on September 30, 2009. 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.

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

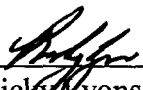
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the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

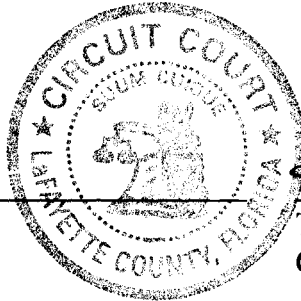
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

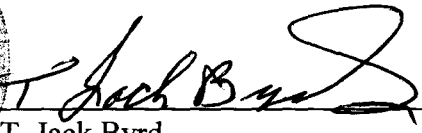
BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

Attest:

Seal


Rick Lyons
County Clerk




T. Jack Byrd
Chair


man

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal


Scott R. Koons
Executive Director


Randy Hatch
Chairman

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2009
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

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

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

HAZARDOUS WASTE MONITORING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2008, 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, 2008 and shall end on September 30, 2009. 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

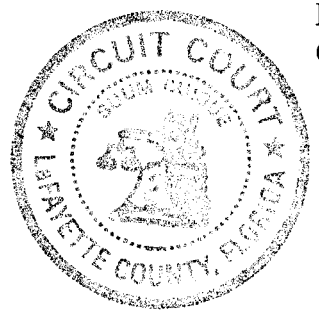
This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the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

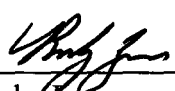
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY

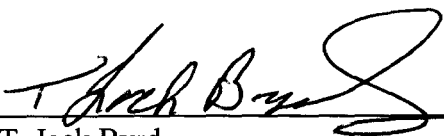
Attest:

Seal





Ricky Lyons
County Clerk

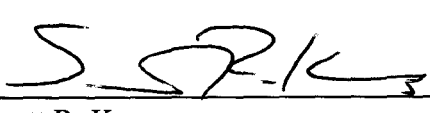


T. Jack Byrd
Chairman


NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



Scott R. Koons
Executive Director



Randy Hatch
Chairman

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2009
HAZARDOUS WASTE MONITORING SERVICES AGREEMENT

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

The Purchaser will make available to the Planning Council sufficient amounts of Purchaser stationery to cover the number of active facilities contained in the database which are located within the Purchaser that need to be notified of their responsibilities under state law. The Planning Council will prepare the monitoring forms in accordance with the Florida Department of Environmental Protection rules during the contract period. The Planning Council will also assist the Purchaser in sending out the required annual notification letters.

BOOK 29 PAGE 093

MEMORANDUM OF AGREEMENT
BETWEEN

03 AUG 14 10:10:21

BUREAU OF PURCHASING

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS
AND

THE FLORIDA DEPARTMENT OF CORRECTIONS

PARTIES

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Lafayette County Board of County Commissioners ("Participating Entity"), which are the parties hereto.

PURPOSE

The purpose of this Agreement is to establish the general conditions and joint processes that will allow the Lafayette County Department of Transportation and / or the Lafayette County Board of County Commissioners the right to utilize a cul-de-sac on Mayo Correctional Institution property to maneuver the County-operated Motor Grader. The motor grader benefits the State of Florida and the Department by providing well maintained roads leading to Mayo Correctional Institution, Annex, and Work Camp ("Mayo CI").

I. TERM OF AGREEMENT

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

The Department and the Participating Entity agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policies, and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Department Responsibilities

The Department will perform the following duties in support of this Agreement:

- 1) Allow the Participating Entity to utilize the cul-de-sac, which is adjacent to the Mayo Correctional Institution properties, as a turnaround point for a Motor Grader. The legal description of the property being provided for the turnaround is set forth in Exhibit "B", attached hereto and by reference made a part hereof. Also, as shown in Exhibit "C", attached hereto and by reference made a part hereof, and referred to as the Proposed Easement, Parcel "D".
- 2) The Department will assist with medical issues only to the extent necessary to prevent imminent death or serious bodily injury in any life threatening emergency. The Department neither assumes nor is liable for any costs associated with the provisions of health and / or medical care to any Participating Entity personnel.

B. Participating Entity Responsibilities

The Participating Entity will perform the following duties in support of this Agreement:

- 1) Lafayette County will only utilize the cul-de-sac for a turnaround point for a Motor Grader as needed for the repair and maintenance of the county roads surrounding Mayo CI.
- 2) Abide by the Security Requirements as set forth in Exhibit "A", attached hereto and by reference made a part hereof.
- 3) The Participating Entity will maintain the area and shall pay for all costs associated with the repair of damage incurred with the use of the property described in Exhibit "B" in order to restore the area to its original condition.
- 4) The Participating Entity shall maintain the responsibility and cost for medical issues associated with the delivery of services of this Agreement.

III. FINANCIAL OBLIGATIONS OF THE PARTIES

The Department and the Participating Entity acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT**A. Department's Agreement Administrator**

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-8897 (facsimile)
staney.bob@mail.dc.state.fl.us

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison/agency contact regarding issues arising out of this Agreement.

DEPARTMENT OF CORRECTIONS

Martha Humphries, Warden
Mayo Correctional Institution
8784 Highway 27 West

Mayo, Florida 32066
(386) 294-4500 (telephone)
(386) 294-4534 (facsimile)
mayoci@mail.dc.state.fl.us

**Lafayette County Board of County
Commissioners**
Ricky Lyons
Lafayette County Clerk of the Circuit Court
Post Office Box 88
Mayo, Florida 32066
(386) 294-1600 (telephone)
rlclerk@yahoo.com

V. REVIEW AND MODIFICATION

- A. Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.
- B. Modifications to the provisions of this Agreement, with the exception of Section IV., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in person with proof of delivery.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Institutional Security

In carrying out the provisions of this Agreement, the Participating Entity must comply with all security procedures for vendors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions", and the Security Requirements for Contractors, attached hereto and herein referred to as "Attachment A".

B. Indemnification

The Participating Entity shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and

all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Participating Entity or its employees or agents, in the course of the operations of this Agreement, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

C. Background Checks

At the Department's discretion and expense, the Participating Entity staff assigned to this project shall be subject to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. The records check may occur or re-occur at any time during the term of the Agreement. The Department has full discretion to require the Participating Entity to disqualify, prevent, or remove any staff member from any work under the Agreement. The Department is under no obligation to inform the Participating Entity of the records check findings or the criteria for disqualification or removal. In order for the Department to conduct this records check, the Participating Entity shall provide to the Warden at Mayo CI, prior to the performance of any services under this the Agreement, the following data for any individual staff assigned to the Agreement (including staff in the hiring process): full name, race, gender, date of birth, social security number, driver's license number and state of issue.

D. Confidentiality

The Participating Entity shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Participating Entity agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Participating Entity agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by the Department.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Institutions - Operations. The Deputy Assistant Secretary of Institutions - Operations shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Agreement Managers and the Agreement Administrator.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AUTHORIZATION FOR SIGNATURE

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

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: * T Jack Byrd
 NAME: T JACK BYRD
 TITLE: CHAIRMAN - BCC
 DATE: 8/11/08

DEPARTMENT OF CORRECTIONS

SIGNED BY: Richard Davison
 NAME: **Richard D. Davison**
 TITLE: **Deputy Secretary**
 DATE: 9/4/08

Approved as to form and legality, subject to execution:

SIGNED BY: Kathleen Von Hoene
 NAME: **Kathleen Von Hoene**
 TITLE: **General Counsel**
 DATE: 8/28/08

Attachment "A"**DEPARTMENT OF CORRECTIONS****SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
 - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
 - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
 - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1)(a) and (1)(b) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- (2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) Keep all keys in your pockets.
- (4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.
- (6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the

correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

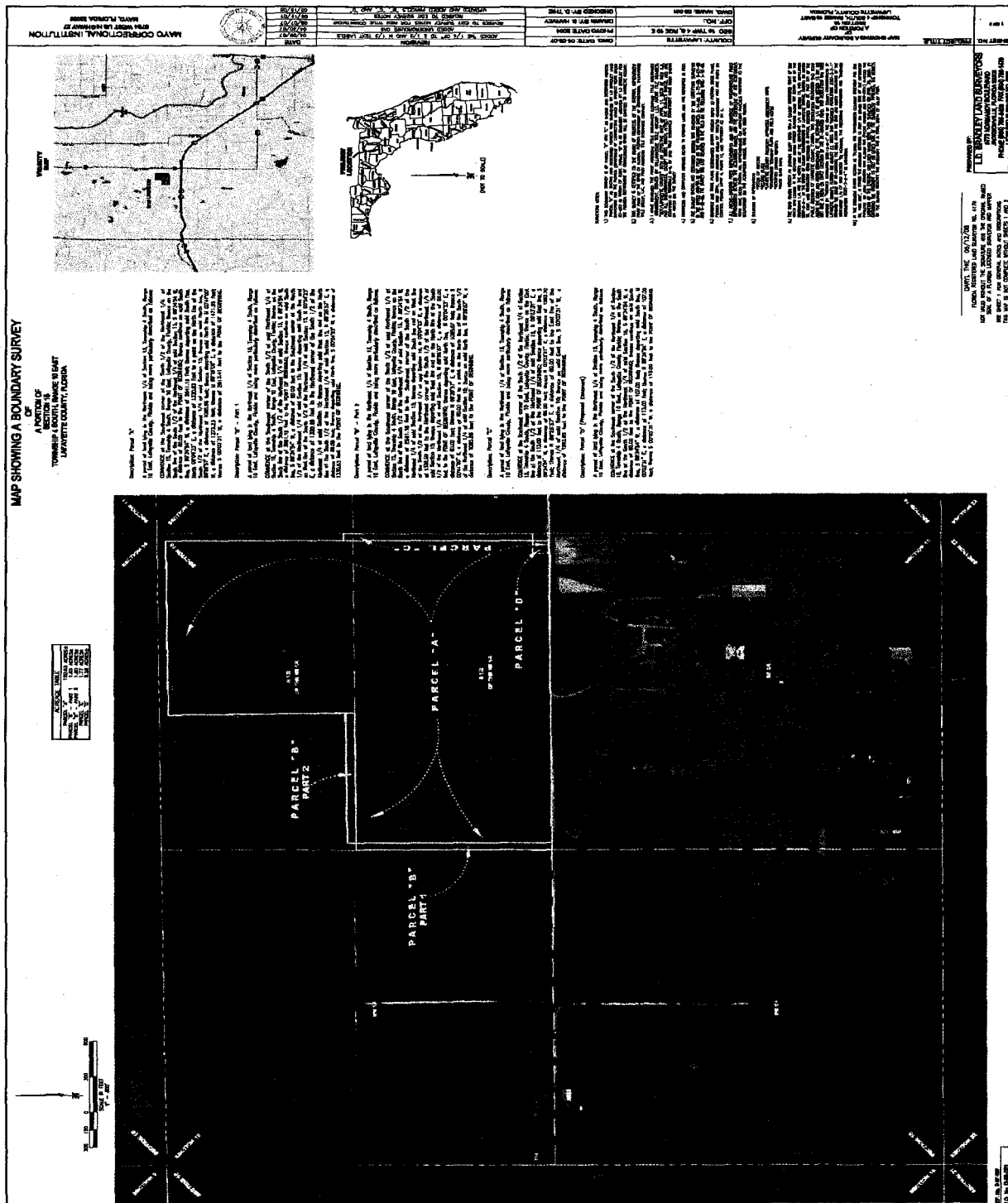
Exhibit "B"**Legal Description of the Turnaround Parcel**

A parcel of land lying in the Northeast 1/4 of Section 15, Township 4 South, Range 10 East, Lafayette County, Florida and being more particularly described as follows:

COMMENCE at the Southeast corner of the South 1/2 of the Northeast 1/4 of Section 15, Township 4 South, Range 10 East, Lafayette County, Florida; thence on the South line of the South 1/2 of the Northeast 1/4 of said Section 15, S 89°34'54" W, a distance of 60.00 feet to the POINT OF BEGINNING; thence continue on said South line, S 89°34'54" W, a distance of 107.00 feet; thence departing said South line, N 00°03'31" E, a distance of 113.00 feet; thence N 89°34'54" E, a distance of 107.00 feet; thence S 00°03'31" W, a distance of 113.00 feet to the POINT OF BEGINNING.

See Also Exhibit "C" – Proposed Easement, Parcel D

Exhibit "C"
Survey of the Legal Description of the Motor Grader Turnaround
Parcel "D" - Proposed Easement



FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME THOMAS E. PRIDGEON, JR.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE LAFAYETTE BOARD OF COUNTY COMMISSIONERS
MAILING ADDRESS CR 300	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY MAYO	COUNTY LAFAYETTE
DATE ON WHICH VOTE OCCURRED 9/8/08	NAME OF POLITICAL SUBDIVISION: LAFAYETTE COUNTY
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, THOMAS E. PRIDGEON, JR., hereby disclose that on 9-8, 2008:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

An invoice payable to Pridgeon Garage was voted on and approved by the Commission.

9-8-08

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

General Guidelines for the Volunteer Fire Department Purchasing:

- 1) The County Purchasing policy amended June 23, 2008 should be followed.**
- 2) All purchases that the County will be responsible for should be given to Donnie Land.**
- 3) Depending on Donnie's approval it will then go to the Clerk's office for a Purchase Order request.**
- 4) If the Request is approved then a PO will be forwarded to the vendor.**
- 5) Under no circumstances should possession of the product or services be rendered until the above steps are taken.**
- 6) After the product or services are rendered an invoice should be turned into the Clerk's office. Payment can not be made based on a statement.**
- 7) The invoice will then be attached to the purchase order and be coded for approval by the Board.**

LAFAYETTE COUNTY BUILDING DEPARTMENT
 REPORT FOR AUGUST 2008

PERMIT #	IMPACT FEE	NEW CONSTRUCTION	MOBILE	CAMPER	MISC	TOTAL
4551					60.00	60.00
4552					60.00	60.00
4553					60.00	60.00
4554	300.00			200.00		500.00
4555					60.00	60.00
4556	9900.00	2982.20				12882.20
4557				200.00		200.00
4558					105.00	105.00
4559					178.50	178.50
4560		110.40				110.40
4561	300.00	800.72				1100.72
4562	300.00	733.8				1033.80
4563					60.00	60.00
4564					249.00	249.00
4565						0.00
4566	300.00	890.05				1190.05
4567	300.00		150.00			450.00
4568	300.00			200.00		500.00
4569					60.00	60.00
4570		638.91				638.91
4571		638.91				638.91
4572		638.91				638.91
4573					60.00	60.00
4574						0.00
4575					60.00	60.00
4576					60.00	60.00
TOTALS	11700.00	7433.90	150.00	600.00	1072.50	20956.40

MISC. = ROOF, PLUMBING, ELECTRICAL, AG POLES, HOODS, STORAGE, REMODEL

