REGUĻAR MEETING SEPTEMBER 26, 2022 5:30 P.M.

1

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

OPEN THE BOARD OF ADJUSTMENTS MEETING

RESOLUTION NO. BA V 22-04 FOR TODD SCHAFER

On a motion by Mr. McCray and a second by Mrs. Walker, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. BA V 22-04 by title only. On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve the resolution, which grants a variance for Todd Schafer to decrease the north and south side yard setbacks from 50 feet to 10 feet.

ADJOURN THE BOARD OF ADJUSTMENTS MEETING

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

OPEN THE BOARD OF COUNTY COMMISSIONERS MEETING

APPROVE THE MINUTES

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

PRESENTATION TO THE BOARD

Representatives from the Volkert Engineering CEI Team made a presentation to the Board to introduce their firm, and discuss the possibility of bidding on future projects in Lafayette County.

BUDGET AMENDMENT REQUEST

Travis Hart, Lafayette County Supervisor of Elections, requested a budget amendment from the Board to use \$5,619.39 from his escrow account to cover additional unexpected expenses. On a motion by Mr. Lamb and a second by Mr. Jones, the Board voted unanimously to approve his request.

REQUEST TO PURCHASE GARBAGE TRUCK

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to approve a request to advertise for a new garbage truck for the Public Works Department, to be purchased in the next fiscal year's budget.

COURTHOUSE PRESSURE WASHING AND PAINTING PROJECT

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to prepare a formal bid packet to send out and to advertise to receive bids.

BIDS SUBMITTED FOR CONCRETE WORK AT THE EDWARD PERRY SPORTS COMPLEX

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to reject the bids submitted for concrete work at the Edward Perry Sports Complex.

HONORARY NAMING OF COUNTY ROAD 450

On a motion by Mr. McCray and a second by Mr. Lamb, the Board voted unanimously to approve the honorary naming of County Road 450 for former County Commissioner Sidney Adams.

ANNUAL PLANNING SERVICES AGREEMENT

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve the annual Planning Services Agreement with the North Central Florida Regional Planning Council.

ANNUAL AGREEMENT TO MONITOR HAZARDOUS WASTE GENERATORS

On a motion by Mr. Jones and a second by Mr. Lamb, the Board voted unanimously to approve the annual monitoring of Hazardous Waste Generators agreement with the North Central Florida Regional Planning Council.

HEALTH DEPARTMENT CONTRACTS

On a motion by Mr. McCray and a second by Mr. Jones, the Board voted unanimously to approve the annual Health Department Contracts.

CONTRACT RENEWAL WITH GRUBBS EMERGENCY SERVICES, LLC

On a motion by Mr. Lamb and a second by Mrs. Walker, the Board voted unanimously to approve renewing the contract with Grubbs Emergency Services, LLC.

APPROVE THE BILLS

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

General Fund - \$289,143.84 Emergency 911 Fund - \$1,020.31 Industrial Park Fund - \$61,28

REQUEST TO ADVERTISE A ROAD CLOSING PETITION AND SET FOR A PUBLIC HEARING

On a motion by Mr. McCray and a second by Mrs. Walker, the Board voted unanimously to approve advertising a Road Closing Petition, and to set it for a Public Hearing on October 24, 2022 at 5:30 p.m.

RESOLUTION NO. 2022-09-02 - STATE OF EMERGENCY

On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to have Mrs. McMillan-Fredriksson read Resolution No. 2022-09-02 by title only. On a motion by Mr. Jones and a second by Mrs. Walker, the Board voted unanimously to adopt the resolution declaring a State of Emergency for Lafayette County due to Hurricane Ian. The Board agreed to meet on September 27, 2022 at 5:30 p.m. to discuss the possibility of county office closures and evacuation declarations, should the need arise.

ADJOURN

Anthony Adams, Chairman

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

Attest:

Steve Land, Clerk

Approved this 10th day of October, 2022.

AMENDED PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, September 26, 2022 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:

Anthony Adams, Chairman Lafayette County Commission

BOARD OF ADJUSTMENTS:

. . .

- 1. Open the Board of Adjustments meeting.
- 2. Invocation and pledge to the flag.
- 3. Consider Resolution No. BA V 22-04, for Todd Schafer.
- 4. Adjourn the Board of Adjustments meeting.

BOARD OF COUNTY COMMSSIONERS MEETING:

- 1. Open the Board of County Commissioners meeting.
- 2. Approve the minutes.
- 3. Requests and comments from the community.
 - A) Presentation to the Board by representatives from Volkert's CEI Team.
- 4. Department Heads:
 - A) Marcus Calhoun Maintenance.
 - B) Scott Sadler Public Works.
 - C) Garret Land Building/Zoning.
 - D) Marty Tompkins EMS.
 - E) Shawn Jackson Extension Office.
- 5. Discuss a proposed project to pressure wash and paint the Courthouse.
- 6. Discuss the bids that were submitted for concrete work at the Edward Perry Sports Park.
- 7. Discuss the honorary naming of County Road 450 for former County Commissioner, Sidney Adams.
- 8. Approve the annual Planning Services Agreement with the North Central Florida Regional Planning Council.
- 9. Approve the Agreement for annual monitoring of Hazardous Waste Generators with the North Central Florida Regional Planning Council.
- 10. Approve the Annual Health Department Contracts.

- 11. Approve renewing the Contract with Grubbs Emergency Services, LLC.
- 12. Leenette McMillan-Fredriksson various items.
- 13. Approve the bills.
- 14. Other Business.
 - A) Approve a budget amendment for the Supervisor of Elections Office.
 - B) Approve advertising a Road Closing Petition and set a Public Hearing date.
- 15. Future agenda items.
- 16. Adjourn.

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

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

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

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, Lucy S Golub who on oath says that she is the Manager for Classifieds & Legals for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida, covering Hamilton, Lafayette and Suwannee Counties; that the attached copy of the advertisement being a:

REGULAR MEETING

Lafayette County BOCC - September 26, 2022

was published in said newspaper in the issue of September 21, 2022

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

Signed by:

Sworn to and subscribed before me this 20

_ day of

Sept.

2022.

Notary Public



RACHAL DEMING Notary Public State of Florida Comm# HH204692 Expires 12/6/2025

BOOK 46 PAGE 148

PUBLIC NOTICE

The Lafayette County Commission will be holding a regular meeting on Monday, September 26, 2022 at 5:30 p.m. The meeting will be held in the County Commissioners Meeting Room, on the second floor at the Lafayette County Courthouse in Mayo, Florida. Listed below is an agenda for the meeting.

By Order Of:

Anthony Adams, Chairman Lafayette County Commission

BOARD OF ADJUSTMENTS:

- 1. Open the Board of Adjustments meeting.
- 2. Invocation and pledge to the flag.
- 3. Consider Resolution No. BA V 22-04, for Todd Schafer.
- 4. Adjourn the Board of Adjustments meeting.

BOARD OF COUNTY COMMSSIONERS MEETING:

- 1. Open the Board of County Commissioners meeting.
- 2. Approve the minutes.
- 3. Requests and comments from the community.
- A) Presentation to the Board by representatives from Volkert's CEI Team.
- 4. Department Heads:
 - A) Marcus Calhoun Maintenance.
 - B) Scott Sadler Public Works.
 - C) Garret Land Building/Zoning.
 - D) Marty Tompkins EMS.
- E) Shawn Jackson Extension Office.
- 5. Discuss a proposed project to pressure wash and paint the Courthouse.
- Discuss the bids that were submitted for concrete work at the Edward Perry Sports Park.
- Discuss the honorary naming of County Road 450 for former County Commissioner, Sidney Adams.
- 8. Approve the annual Planning Services Agreement with the North Central Florida Regional Planning Council.
- Approve the Agreement for annual monitoring of Hazardous Waste
 Generators with the North Central Florida Regional Planning Council.

 Approve the Annual Health Department Contracts.
- 11. Approve renewing the Contract with Grubbs Emergency Services, LLC.
- 12. Leenette McMillan-Fredriksson various items.
- 13. Approve the bills.
- 14. Other Business.
- 15. Future agenda items.
- 16. Adjourn.

'All members of the public are welcome to attend. Notice is further hereby given,

Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

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

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RESOLUTION NO. BA V 22-04

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 3.2 THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; PROVIDING FOR A VARIANCE AS PROVIDED FOR IN SECTION 4.5.7 OF THE LAND DEVELOPMENT REGULATIONS TO ALLOW A DECREASE OF THE NORTH AND SOUTH SIDE YARD SETBACKS FROM 50 FEET TO 10 FEET WITHIN AN AGRICULTURAL-3 (A-3) ZONING DISTRICT ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF LAFAYETTE COUNTY, FLORIDA; 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 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 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 ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA, THAT:

<u>Section 1</u>. Pursuant to a petition, V 22-04, by Todd Schafer, 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 Adjustment, hereby grants a variance to allow a decrease of the North and South side yard setbacks from 50 feet to 10 feet within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a petition and a site plan, dated July 8, 2022, to be located on property described, as follows:

A parcel of land lying within Section 5, Township 6 South, Range 13 East, Lafayette County, Florida. Being more particularly described, as follows: Lot 8 of the Heritage Court Subdivision, as recorded in the Public Records of Lafayette County, Florida.

Containing 0.88 acre, more or less.

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

Section 3. This resolution shall become effective 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 26th day of September 2022.

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

BOARD OF ADJUSTMENT OF LAFAYETTE COUNTY, FLORIDA

Attest:

Steven Land, Count

Anthony Adams, Chair

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

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared, Lucy S Golub who on oath says that she is the Manager for Classifieds & Legals for the *Riverbend News*, a weekly newspaper, published in Live Oak, Suwannee County, Florida, covering Hamilton, Lafayette and Suwannee Counties; that the attached copy of the advertisement being a:

-NOTICE OF PUBLIC-HEARING-

Lafayette County BOCC - Land Development Regulations variance

was published in said newspaper in the issue of September 14, 2022

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

Signed by:

Sworn to and subscribed before me this_

day of

プロナ 2022.

Notary Public

RACHAL DEMING Notary Public State of Florida Comm# HH204692 Expires 12/6/2025

NOTICE OF PUBLIC HEARING CONCERNING A VARIANCE AS PROVIDED FOR IN THE LAFAYETTE COUNTY LAND DEVELOPMENT REGULATIONS

BY THE BOARD OF COUNTY COMMISSIONERS OF LAFAYEITE COUNTY, FLORIDA, SERVING AS THE BOARD OF ADJUSTMENT OF LAFAYEITE COUNTY, FLORIDA, NOTICE IS HEREBY GIVEN that, pursuant to the Lafayette County Land Development Regulations, hereinafter referred to as the Land Development Regulations, as amended, objections, recommendations and comments concerning the variance, as described below, will be heard by the Board of County Commissioners of Lafayette County, Florida, serving as the Board of Adjustment of Lafayette County, Florida, at a public hearing on September 26, 2022 at 5:30 p.m., or as soon thereafter as the matter-can be heard in the County Commission Meeting Room, County Courthouse, located at 120 West Main Street, Mayo, Florida.

V 22-04, a petition by Todd Schafer, to request a variance be granted as provided for in Section 4.5.7 of the Land Development Regulations to reduce the North and South side yard setbacks from 50.00 feet to 10.00 feet within an AGRICULTURAL-3 (A-3) zoning district, in accordance with a petition and site plan dated July 8, 2022 to be located on property described, as follows:

A parcel of land lying within Section 5, Township 6 South, Range 13 East, Lafayette County, Florida. Being more particularly described, as follows: Lot 8 of the Heritage Court Subdivision, as recorded in the Public Records of Lafayette County, Florida.

Containing 0.88 acre, more or less.

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 during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear to be heard with respect to the petition.

Copies of the petition are available for public inspection at the Office of the County Clerk, County Courthouse located at 120 West Main Street, Mayo, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities requesting reasonable accommodations to participate in the proceedings should contact 386.294.1600 or via Florida Relay Service at 800.955.8770 (voice) or 800.955.8771 (TTY), at least 48 hours prior to the proceedings.

09/14



Travis Hart SUPERVISOR OF ELECTIONS

BOOK 46 PAGE 152

Street Address: 120 W. Main St., Suite 129 • Mayo, FL 32066

Mailing Address: P.O. Box 76 • Mayo, FL 32066

Phone: 386–294–1261 • Fax: 386–294–2164

Email: lafayettesoe@gmail.com • Website: www.lafayettevotes.net

September 15, 2022

Board of County Commissioners Lafayette County 120 W. Main St. Mayo, FL 32066

Dear Commissioners:

I am proud to report to you the 2022 Primary Election was another successful election season for Lafayette County. Our county had the third highest voter turnout in the State of Florida with 42.4% and we look forward to having another great election in November.

Nevertheless, the 2022 Primary Election did present some unforeseen budgetary complications. Facing the possibility of a paper and toner shortage, I went ahead and ordered enough of these materials for both the Primary and the General Election cycles. Meanwhile, these, along with the already budgeted items needed to conduct the election, saw a sharp increase in pricing. This led to an unavoidable overage in our Primary Election Budget.

I would like to ask permission from the Board of County Commissioners to transfer \$5,619.39 from the Supervisor of Elections' Escrow Account, in the form of a Budget Amendment, to cover the difference.

Thank you for your time, attention, and consideration regarding this matter.

Sincerely,

Travis Hart

Supervisor of Elections

Lafayette County

14/1

FISCAL YEAR 2023

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/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, 2022 and shall end on September 30, 2023. 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

Steven Land County Clerk arnest L. Jones

Vice-Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Scott R. Koons Executive Director

Anthony Adams

Chair

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APPENDIX A

SCOPE OF SERVICES

FOR THE

FISCAL YEAR 2023

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 2023

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS OF LAFAYETTE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this 26th day of 5eptem ber 2022, 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.

<u>ARTICLE II - COMPENSATION</u>

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.

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ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2022 and shall end on September 30, 2023. 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.

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

Steven Land County Clerk

Earnest L. Jones

Vice-Chair

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Scott R. Koons

Executive Director

Anthony Adams

Chair

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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.

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 2022-2023

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Lafayette County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2022. State and County are jointly referred to as the "parties".

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 the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."
- C. Lafayette County Health Department ("CHD") is one of the created County Health Departments.
- D. It is necessary for the parties hereto to enter into this contract 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 is hereby acknowledged, the parties hereto agree as follows:
- 1. <u>RECITALS</u>. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.
- 2. <u>TERM</u>. The parties mutually agree that this contract shall be effective from October 1, 2022, through September 30, 2023, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.
- 3. <u>SERVICES MAINTAINED BY THE CHD</u>. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, 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 that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that 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 that protect the health of the general public through the detection, control, and eradication of diseases that 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 is outlined 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 \$ 945,490.00 (State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
 - ii. The County's appropriated responsibility (direct contribution excluding any fees, other cash, or local contributions) as provided in Attachment II, Part II is an amount not to exceed \$25,000.00 (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).
- b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

- c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.
- d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.
 - e. The name and address of the official payee to whom payments shall be made is:

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

- 5. <u>CHD DIRECTOR or ADMINISTRATOR</u>. Both parties agree the director or 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 State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.
- 6. <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 outlined 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 purchasing contract has been implemented for those goods or services. In such cases, the CHD director or 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 following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.
- c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

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required by the State's 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 is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i. The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- 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; and
- iii. Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv. The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.
- d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Lafayette County.
- e. That any surplus or 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 or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party 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 that clearly illustrates the amount which has been credited to each party. 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 or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

- g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.
- h. At the request of either party, an audit may be conducted by an independent certified public accountant 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, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.
- i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.
- j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.
- k. The CHD shall maintain the 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 State's 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 concerning 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.
- 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 right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.
- n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination 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:

- The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii. A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.
- p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:
 - i. March 1, 2023, for the reporting period of October 1, 2022, through December 31, 2022; and
 - ii. June 1, 2023, for the reporting period of October 1, 2022, through March 31, 2023; and
 - iii. September 1, 2023, for the reporting period of October 1, 2022 through June 30, 2023; and
 - iv. December 1, 2023, for the reporting period of October 1, 2022 through September 30, 2023.

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

- a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.
- b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and 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 contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.
- b. <u>Termination Because of Lack of Funds</u>. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.
- c. <u>Termination for Breach</u>. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. <u>MISCELLANEOUS</u>. The parties further agree:

- a. <u>Availability of Funds</u>. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the fiscal year beginning July 1, 2022, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.
- b. <u>Contract Managers</u>. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:	For the County:				
Betty Johnson	Steve Land				
Name	Name				
Business Manager	Clerk of Circuit Court				
Title	Title				
P. O. Box 1806	Lafayette County Courthouse				
Mayo, FL 32066 Address	Mayo, FL 32066 Address				
Bettyjohnson3@flhealth.gov Email Address (386) 294-1321 Telephone	Email Address (386) 294-1600 Telephone				

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

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

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d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this nineteen page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2022.

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS FOR <u>LAFAYETTE</u> COUNTY	STATE OF FLORIDA DEPARTMENT OF HEALTH
SIGNED BY: Anthony Adams	SIGNED BY: Mille Tell of for NAME: Joseph A. Ladapo, M.D., Ph.D.
TITLE: Chairman BCC DATE: 9/26/02	TITLE: State Surgeon General DATE: 10 /11 /22
ATTESTED TO:	DATE: 10711722
SIGNED BY:	SIGNED BY: SUND Walden
NAME: Stever Zaud	NAME: Kerry S. Waldron
TITLE: Clark Don't	TITLE: CHD Director or Administrator
DATE: 9/26/22	DATE: 0 10 100

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:

	<u>Service</u>	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 . * *	Periodic financial and programmatic reports as specified by the program office.
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	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
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.
		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.
9.	School Health Services	Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
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.
12.	Refugee Health Program	Programmatic and financial requirements as specified by the program office.

^{*}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	
1.	CHD Trust Fund Ending Balance 09/30/22	7373	1	200781	274512
2.	Drawdown for Contract Year October 1, 2022 to September 30, 2023	-7373 ⁻	1	-39659	-113390
3.	Special Capital Project use for Contract Year October 1, 2022 to September 30, 2023	()	0	0
4.	Balance Reserved for Contingency Fund October 1, 2022 to September 30, 2023	()	161122	161122

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

ATTACHMENT II

LAFAYETTE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

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	្រូវ ស្តែកំពង់ ស្រុវ ស្តែកំពង់			المحافظة المراجعة المحافظة الم	ense varie series
	State CHD Trust Fund	County CHD	Total CHD Trust Fund	Other	, -
	(cash)	Trust Fund	(cash)	Contribution	Total
1. GENERAL REVENUE - STATE					
015040 CHD - TB COMMUNITY PROGRAM	3,000	0	3,000	0	3,000
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,935	0	6,935	0	6,935
015040 FAMILY PLANNING GENERAL REVENUE	30,907	0	30,907	0	30,907
015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	29,176	0	29,176	0	29,176
015040 PRIMARY CARE PROGRAM	112,960	0	112,960	0	112,960
015040 RACIAL & ETHNIC DISPARITIES · CHD EXPENSES	52,000	0	52,000	0	52,000
015040 SCHOOL HEALTH SERVICES · GENERAL REVENUE	86,823	0	86,823	0	86,823
015050 CHD GENERAL REVENUE NON-CATEGORICAL	349,189	0	349,189	0	349,189
GENERAL REVENUE TOTAL	670,990	0	670,990	0	670,990
	,	Ū	0.0,000	v	010,000
2. NON GENERAL REVENUE - STATE					
	0	0	0	0	0
NON GENERAL REVENUE TOTAL	0	0	0	0	0
3. FEDERAL FUNDS - STATE		,			
007000 COMPREHENSIVE COMMUNITY CARDIO · PHBG	43,750	0	43,750	0	43,750
007000 ELC COVID ENHANCED DETECTION EXPANSION GRANT	219,532	0	219,532	0	219,532
007000 EPID & LAB FOR INFECTIOUS DISEASE COVID-19	608	0	608	0	608
007000 FAMILY PLANNING TITLE X · GRANT	5,804	0	5,804	0	
007000 HEALTH DISPARITIES GRANT COVID-19	70,758	0	70,758	0	5,804
007000 IMMUNIZATION & VACCINES CHILDREN COVID 19 RESPON	95,146	0	95,146		70,758
007000 IMMUNIZATION & VFC COVID RESPONSE FOR VACCINES	15,420	0	•	0	95,146
007000 INFANT MORTALITY	14,179	0	15,420	0	15,420
007000 IMMUNIZATION ACTION PLAN	1,750	0	14,179	0	14,179
007000 MCH SPECIAL PROJCT DENTAL	3,500	0	1,750	0	1,750
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	98,537		3,500 98,537	0	3,500
015075 SUPPLEMENTAL SCHOOL HEALTH	59,694	0	,	0	98,537
FEDERAL FUNDS TOTAL	628,678	0	59,694	0	59,694
	020,070	U	628,678	0	628,678
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	5,167	0	5,167	0	5,167
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	26,268	0	26,268	0	26,268
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	1,922	0	1,922	0	1,922
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	233	0	233	0	233
001206 SEPTIC TANK RESEARCH SURCHARGE	363	0	363	0	363
001206 SEPTIC TANK VARIANCE FEES 50%	100	0	100	0	100
001206 PUBLIC SWIMMING POOL PERMIT FEES:10% HQ TRANSFER	55	0	55	0	55
001206 DRINKING WATER PROGRAM OPERATIONS	118	0	118	0	118
001206 TANNING FACILITIES	15	0	15	0	15
001206 ONSITE SEWAGE TRAINING CENTER	65	0	65	0	65
001206 MOBILE HOME & RV PARK FEES	185	0	185	0	185
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	34,491	0	34,491	0	34,491
				•	,

ATTACHMENT II

LAFAYETTE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department October 1, 2022 to September 30, 2023 **BOOK 46 PAGE 175**

			'		Emmana and a second
	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD .	Other	To A = 1
د ميدود «سيد» د الله الله الله الله الله الله الله ال	0 (cast)	0 Trastrana	(cash) 0	Contribution	Total
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	73,731	0	73,731	0	70.701
OTHER CASH CONTRIBUTION TOTAL	73,731		73,731	0	73,731
OTHER ORDIT CONTRIBUTION TO THE	75,151	U	10,131	U	73,731
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	1,056	1,056	0	1,056
001148 CHD CLINIC FEES	0	62,840	62,840	0	62,840
001149 CHD CLINIC FEES	0	153	153	0	153
MEDICAID TOTAL	0	64,049 ′	64,049	0	64,049
7. ALLOCABLE REVENUE - STATE:					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	1,813	0	1,813	0	1,813
ALLOCABLE REVENUE TOTAL	1,813 -	0	1,813	0	1,813
			,		-,
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	0	0
PHARMACY DRUG PROGRAM	0	0	0	632	632
WIC PROGRAM	0	0	0	161,317	161,317
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	864	864
IMMUNIZATIONS	0	0	0	14,901	14,901
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	177,714	177,714
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	25,000	25,000	0	25,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	25,000	25,000	0	25,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUN	TY				
001077 CHD CLINIC FEES	0	3,547	3,547	0	3,547
001094 CHD LOCAL ENVIRONMENTAL FEES	0	11,028	11,028	0	11,028
001110 VITAL STATISTICS CERTIFIED RECORDS	0	5,310	5,310	0	5,310
FEES AUTHORIZED BY COUNTY TOTAL	0	19,885	19,885	0	19,885
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	1,207	1,207	0	1,207
001090 CHD CLINIC FEES	0	1,589	1,589	0	1,589
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	2,300	2,300	0	2,300
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	39,659	39,659	0	39,659
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	44,755	44,755	0	44,755
12. ALLOCABLE REVENUE - COUNTY					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	1,813	1,813	0	1,813
COUNTY ALLOCABLE REVENUE TOTAL	0	1,813	1,813	0	1,813
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0

LAFAYETTE COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2022 to September 30, 2023

BOOK 46 PAGE 176

	Trust Fund		otal CHD rust Fund (cash)	Other Contribution	Total
BUILDING MAINTENANCE	0	0	0	3,178	3,178
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	3,178	3,178
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - 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	1,409,703	155,502	1,565,205	180,892	1,746,097

ATTACHMENT II

LAFAYETTE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service
October 1, 2022 to September 30, 2023

				Qu	arterly Exper	, iditure Plan				
The state of the s	FTE's	Clients Se	rvices/	lát 🐃	2nd	3rd	4th			Grand
	(0.00)	Units	Visits.		(Whole dolla	re only)	· · · · · · · · · · · · · · · · · · ·	State	County	Total ;
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	1.92	4,032	5,595	42,884	36,766	42,884	36,766	150,424	8,876	159,300
SEXUALLY TRANS. DIS. (102)	0.04	23	27	1,343	1,152	1,343	1,152	0	4,9 90	4,990
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0
TUBERCULOSIS (104)	0.04	256	460	1,033	885	1,033	885	2,085	1,751	3,836
COMM. DIS. SURV. (106)	2.69	0	0	57,032	48,896	57,032	48,896	211,856	0	211,856
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.08	0	0	29,676	25,443	29,676	25,444	110,239	0	110,239
REFUGEE HEALTH (118)	0.00	0	0	0	0	0	0	0	0	0
VITAL RECORDS (180)	0.20	512	595	4,045	3,468	4,045	3,469	0	15,027	15,027
COMMUNICABLE DISEASE SUBTOTAL	5.97	4,823	6,677	136,013	116,610	136,013	116,612	474,604	30,644	505,248
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	1.38	0	0	41,883	35,908	41,883	35,908	155,572	10	155,582
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	1.63	187	294	36,093	30,944	36,093	30,944	120,625	13,449	134,074⁄
IMPROVED PREGNANCY OUTCOME (225)	0.15	0	0	4,113	3,526	4,113	3,526	15,278	0	15,278
HEALTHY START PRENATAL (227)	0.04	0	0	710	609	710	609	0	2,638	2,638
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	0	0	0	0	0	0	0 -
HEALTHY START CHILD (231)	0.13	55	268	2,919	2,503	2,919	2,504	0	10,845	10,845 🔨
SCHOOL HEALTH (234)	4.36	0	28,112	95,674	82,026	95,674	82,026	353,100	2,300	355,400
COMPREHENSIVE ADULT HEALTH (237)	0.44	7	12	8,459	7,253	8,459	7,253	30,126	1,298	31,424
COMMUNITY HEALTH DEVELOPMENT (238)	0.81	0	2,646	23,124	19,826	23,124	19,826	85,900	0	85,900
DENTAL HEALTH (240)	1.89	217	409	44,198	37,893	44,198	37,892	110,791	53,390	164,181
PRIMARY CARE SUBTOTAL	10.83	466	31,741	257,173	220,488	257,173	220,488	871,392	83,930	955,322
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.00	0	0	48	41	48	40	177	0	177
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
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	1.48	437	2,167	26,674	22,870	26,674	22,870	58,160	40,928	99,088
Group Total	1.48	437	2,167	26,722	22,911	26,722	22,910	58,337	40,928	99,265
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.00	0	0	36	30	36	30	132	. 0	132

ATTACHMENT II

LAFAYETTE COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing. Clients, Services and Expenditures By Program Service Area Within Each Level of Service
October 1, 2022 to September 30, 2028

🤾 Quarterly Expenditure Plan Clients Services/ Jist 📜 🚶 8rd 2nd 4th FTE's Grand Visita (Whole dollars only) (0.00)Units State County Total BODY PIERCING FACILITIES SERVICES (349) 0.00 **GROUP CARE FACILITY (351)** 0.00 MIGRANT LABOR CAMP (352) 0.00 HOUSING & PUB. BLDG. (353) 0.00 MOBILE HOME AND PARK (354) 0.00 POOLS/BATHING PLACES (360) 0.04 a 2,837 2,837 **BIOMEDICAL WASTE SERVICES (364)** 0.00 TANNING FACILITY SERVICES (369) 0.00 Group Total 0.04 3,099 3,099 **Groundwater Contamination** STORAGE TANK COMPLIANCE SERVICES (355) 0.00 n SUPER ACT SERVICES (356) 0.00 o **Group Total** 0.00 Community Hygiene COMMUNITY ENVIR. HEALTH (345) 0.00 O INJURY PREVENTION (346) 0.00 n LEAD MONITORING SERVICES (350) 0.00 PUBLIC SEWAGE (362) 0.00 O n SOLID WASTE DISPOSAL SERVICE (363) 0.00 n n SANITARY NUISANCE (365) 0.00 Ω O RABIES SURVEILLANCE (366) 0.00 ARBORVIRUS SURVEIL, (367) 0.00 O RODENT/ARTHROPOD CONTROL (368) 0.00 n WATER POLLUTION (370) 0.00 O Λ INDOOR AIR (371) 0.00 O Ω RADIOLOGICAL HEALTH (372) 0.00 n **TOXIC SUBSTANCES (373)** 0.00 n Group Total 0.00 ENVIRONMENTAL HEALTH SUBTOTAL 1.52 2.167 27,601 27,601 23.664 23,663 61,601 40,928 102,529 NON-OPERATIONAL COSTS: NON-OPERATIONAL COSTS (599) 0.00 ENVIRONMENTAL HEALTH SURCHARGE (399) 0.00 2.066 2,066 MEDICAID BUYBACK (611) 0.00 n NON-OPERATIONAL COSTS SUBTOTAL 0.00 2,106 2.106 O

18.32

5,738

40,585

421,354

361,248

421,354

361.249

1.409.703

TOTAL CONTRACT

155.502

1,565,205

ATTACHMENT III

LAFAYETTE COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

- 1. The CHD 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 CHD assures that it will comply with 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.
- 3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance eerwise be subjected to discrimination under any program or activity for which the

This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Attachment IV

Fiscal Year - 2022 - 2023

Lafayette County Health Department

Facilities Utilized by the County Health Department

Name (If applicable) (Admin, Clínic, Envn Hlth, etc.)	Agreement Number	Agreement (Private Lease thru State or County, other - please define)	Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
	County		Lafayette County	9,913	10
					-
			-		
·					
					.
-					
	-	-			<u> </u>
	(Admin, Clínic, Envn Hith, etc.) CHD	(Admin, Clínic, Envn Hith, etc.) CHD County	(Admin, Clínic, Envn Hith, etc.) CHD County County County	(Admin, Clinic, Envn Hith, etc.) CHD County County	(Admin, Clínic, Envn Hith, etc.) CHD County County County Lafayette County 9,913

BOOK 46 PAGE 180

ATTACHMENT V LAFAYETTE COUNTY HEALTH DEPARTMENT SPECIAL PROJECTS SAVINGS PLAN

BOOK 46 PAGE 181

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

CONTRACT YEAR	<u>STATE</u>		COUNTY			<u>TOTAL</u>	
2021-2022*	\$	0	\$	0	\$		0
2022-2023**	\$	0	\$	0	\$		0
2023-2024***	\$	0	\$	0	\$		0
2024-2025***	\$	0	\$	0	\$		0
PROJECT TOTAL	\$	0	\$	0	\$		0
	SPECIAL PROJECTS	S CONSTRU	JCTION/RENOVATION PLA	AN			
PROJECT NUMBER:							
PROJECT NOMBER:			 .				
LOCATION/ADDRESS:					<u> </u>	<u> </u>	
PROJECT TYPE:	MEW BLU DING		BOOKING				
TROSCOT TIPE.	NEW BUILDING RENOVATION		ROOFING PLANNING STUDY	_			
		_			<u> </u>		
•••••	NEW ADDITION	-	OTHER	_			
SQUARE FOOTAGE:	•	0					
PROJECT SUMMARY: Desc	ribe scope of work in reas	onable deta	il.				
START DATE (Initial expenditure of funds)	:						
COMPLETION DATE:							
DESIGN FEES:	\$	0					
CONSTRUCTION COSTS:	\$	0					
FURNITURE/EQUIPMENT:	\$	0					
TOTAL PROJECT COST:	\$	<u> </u>					
COST PER SQ FOOT:	\$	n					

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

^{*} Cash balance as of 9/30/22

^{**} Cash to be transferred to FCO account.

^{***} Cash anticipated for future contract years.



BOOK 46 PAGE 182

September 07, 2022

Lafayette County Board of County Commissioners,

Attention: Jason Long, <u>Jlong@lafayetteso.org</u>

120 W. Main St.

Mayo, FL 32066

RE: Request for proposal for Debris Management Services.

Dear Commissioners,

Grubbs Emergency Services, LLC is requesting approval for the renewal of the above referenced contract for the first of two (2) one (1) year extensions. The same terms and conditions of the current contract will be applied to the contract extension.

In anticipation of the renewal of the contract which will expire on October 08, 2022, and extend until October 08, 2023, please sign below indicating you do wish to renew and send back to me at your earliest convenience.

Grubbs Emergency Services, LLC looks forward to continuing working with you, Lafayette County Board of County Commissioners.

Sincerely,

John G. Grubbs, Managing Member

Grubbs Emergency Services, LLC

ggrubbs@grubbses.com

Board of County Commissioners, Lafayette County, Florida

Grubbs Emergency Services, LLC

Sata. 9

2027

CONTRACT TO PROVIDE DISASTER DEBRIS MANAGEMENT SERVICES

This contract is made and entered into on the dates hereinafter indicated, by and between the COUNTY OF LAFAYETTE, hereinafter referred to as "COUNTY", a political subdivision of the State of Florida, and GRUBBS EMERGENCY SERVICES, LLC, hereinafter referred to as "GRUBBS", a non-Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Director of Administration, John G Grubbs, duly authorized.

WITNESETH:

WHEREAS, COUNTY requires a pre-placement service contract for disaster debris collection, processing and disposal services; and

WHEREAS, COUNTY prepared and issued a Request for Proposal, requesting proposals from qualified firms to provide disaster debris collection, processing and disposal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, GRUBBS submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated September 5, 2019, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit B, and

WHEREAS, GRUBBS submitted in furtherance of its proposal to provide disaster debris collection for processing and disposal services dated September 5, 2019, hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit C, and

WHEREAS, COUNTY and GRUBBS are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, COUNTY and GRUBBS hereby agree as follows, to-wit:

SECTION 1- GENERAL

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Chair of the Board of County Commissioners.

GRUBBS will provide disaster debris collection, processing and disposal services to COUNTY in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

- 1. This Contract to provide disaster debris collection, processing and disposal services;
- 2. The Request for Proposal ("Exhibit A")
- 3. The Proposal ("Exhibit B")
- 4. Fee Schedule ("Exhibit C")

SECTION 2- SCOPE OF SERVICES

COUNTY hereby engages GRUBBS to provide disaster debris collection, processing and disposal services in accordance with the terms and conditions stated in Exhibit A the Scope of Services specifically includes those items listed in "Scope of Services" ("Exhibit A"). This Contract is a preplacement contract that can be activated by COUNTY in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of GRUBBS' services under this Contract will therefore be on an as-needed basis as requested by COUNTY. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

SECTION 3 - MAXIMUM CONTRACT AMOUNT

The Contract is based on Unit Pricing as set forth in GRUBBS' Fee Schedule (dated September 5, 2019) which is attached hereto as Exhibit C and incorporated herein by reference.

SECTION 4- CONTRACT PERIOD

This is a three (3) year Contract commencing on the signature of the Chair of the Board of County Commissioners with the option of two (2) one (1) year extensions, upon agreement by both parties under the same terms and conditions, if agreed to by the parties. Should a party desire to make changes to the terms, then said party will

notify other party at least sixty (60) days prior to expiration of then current contract. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

SECTION 5- OWNERSHIP OF DEBRIS

Unless otherwise directed by COUNTY, titled or registered debris (such as vehicles or boats) will not be loaded and removed by GRUBBS and such titled or registered debris shall not become property of GRUBBS.

SECTION 6 - AUDIT OF RECORPS

The monitoring and auditing of GRUBBS' records shall be allowed to COUNTY's Finance Department and any other appropriate COUNTY entities, or other third parties as designated by COUNTY.

SECTION 7 - INSURANCE AND BOND RQUIREMENTS INSURANCE.

GRUBBS agrees to keep the following insurance in full force and effect during the term of this Contract GRUBBS must also name COUNTY, as additional insured, while working within the boundaries of the COUNTY. Contractor agrees to provide COUNTY at any time requested, or at least annually, with proof that such insurance is in force and the premiums therefore fully paid. The Contractor shall give notice to the City in writing of any cancellation within thirty (30) business days of cancellation.

- (a) Grubbs shall provide General Liability Insurance coverage of not less than \$1,000,000.00.
- (b) Grubbs shall provide Automobile Insurance coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, combined Single Limits (CSL) or its equivalent (Business Automobile Liability).
- (c) Grubbs shall provide Professional Liability coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- (d) County must be listed as additional insured.
- (e) Workers Compensation shall comply with Florida's statutory limits.

PERFORMANCE AND PAYMENT BONDS.

Within five days after receipt of the initial Task Work Order or subsequent Task Work Orders pursuant to this Contract and at all times during the term hereof, including renewals and extensions, GRUBBS shall furnish to the County, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the total amount of the Task Work Orders. GRUBBS shall obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of COUNTY, and having COUNTY'S approval. The Surety's Florida Licensed Insurance Agent's name, address,

and telephone number must be clearly stated on the Contract Bond form. The Contractor may choose to furnish separate Contract Bonds for each Task Work Order.

SECTION 8- TERMINATION

COUNTY may terminate this Contract for cause based on the non-compliance of GRUBBS to meet the terms and/or conditions of the Contract, provided that COUNTY shall give GRUBBS written "Notice of Non-Compliance" specifying GRUBBS' non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" GRUBBS has not have corrected such non-compliance and thereafter proceeded diligently to complete such correction, then COUNTY may, at its option, place GRUBBS in default and the Contract shall terminate on the date specified in such notice. GRUBBS may exercise any rights available to it under Florida law to terminate for cause upon the failure of COUNTY to comply with the terms and conditions of this Contract; provided that GRUBBS shall give COUNTY written notice specifying COUNTY's non-compliance.

COUNTY may terminate the Contract at any time by giving thirty (30) days written notice to GRUBBS of such termination or negotiating with GRUBBS an effective date.

In the event of the termination of this Contract because of any of the above GRUBBS shall be paid for work performed in a satisfactory manner prior to GRUBBS' receipt of written notice of termination.

SECTION 9 - INDEPENDENT CONTRACTOR

White in the performance of providing the services outlined herein or carrying out other obligations under this Contract, GRUBBS shall be acting in the capacity of independent contractor and not as an employee of COUNTY. COUNTY shall not be obligated to any person, firm, corporation, or other entity of any obligation of GRUBBS arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

GRUBBS shall at all times remain an independent contractor with respect to the services to be performed under this Contract. GRUBBS understands and agrees that COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of GRUBBS, as GRUBBS is an independent contractor.

SECTION 10 -CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B and C represent the entire agreement between COUNTY and GRUBBS and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

SECTION 11- APPLICABLE LAW AND VENUE

This Contract shall be consummated In the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court Lafayette County, and by entering into this Contract, GRUBBS expressly waives any objections it has or may have to jurisdiction and venue, regardless of GRUBBS' residence or domicile.

SECTION 12-INDEMNIFICATION

To the fullest extent permitted by law, GRUBBS shall protect, defend, indemnify, save and hold harmless COUNTY, all COUNTY departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of GRUBBS, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorneys' fees incurred by GRUBBS as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of COUNTY, its agents and/or employees. GRUBBS agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or causes of action at sole expense and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

SECTION 13- NOTICES

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to COUNTY at the following address:

Board of County Commissioners PO BOX 88 MAYO, FL 32066

Notices should be sent to GRUBBS at the following address:

John G Grubbs, Managing Member GRUBBS EMERGENCY SERVICES, LLC 13365 W Hillsborough Ave Tampa, FL 33635

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

SECTION 14- SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

SECTION 15 - ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of COUNTY.

<u>SECTION 16 - DISCRIMINATION CLAUSE</u>

GRUBBS agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and GRUBBS agrees to abide by the requirements of the Americans with Disabilities Act of 990. GRUBBS agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by GRUBBS, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 17 -OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by GRUBBS in connection with the performance of the services contracted for herein shall become the property of COUNTY, and shall, upon request, be returned by GRUBBS to COUNTY, at GRUBBS' expense, at the termination or the expiration of this Contract.

SECTION 18 - CODE OF GOVERNMENTAL ETHICS

GRUBBS acknowledges that the Florida Statutes (Code of Governmental Ethics) applies to GRUBBS in the performance of services and work called for in this Contract. GRUBBS agrees to immediately notify COUNTY if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SECTION 19 - FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- (1) Without invalidating the contract, COUNTY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders or Change Orders.
- (2) The Contract Administrator shall have the right approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- (3) Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of COUNTY'S Procurement Code, as amended from time to time.
- (2) ACCESS TO RECORDS.

- (a) In addition to the requirements of the Florida Public Records Law, Chapter 119, all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.
- (b) The contractor agrees to provide COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (d) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- (3) CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic to any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages.
- (3) Withholding for unpaid wages and liquidated damages. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided In tie clause set forth in this section.

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(4) Subcontracts. GRUBBS or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or tower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Approved on this down day of Scokmber, 2018

Anthony L. Adams, Chairman
Board of County Commissioners

Steve Land, Clerk of Court of Court

GRUBBS EMERGENCY SERVICES, LLC

Ву:

John G Grubs Managing Member

Date

Check History Report Sorted By Check Number Activity From: 9/26/2022 to 9/26/2022

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Lafayette County (GNF)

Check	Check	Vendor ´			
lumber	Date	Number	Name	Check Amount	Check Type
65115	9/26/2022	CAR	Campbell's Auto Repair Solutions, Inc.	352.72	Auto
65116	9/26/2022	CINTAS	Cintas Corporation #148	190.63	Auto
65117	9/26/2022	EWL	EnviroWaste LLC	1,500.00	Auto
65118	9/26/2022	MTG	Matheson Tri-Gas Inc.	965.57	Auto
65119	9/26/2022	PPETS	Pridgeon's Power Equipment &	342.96	Auto
65120	9/26/2022	QMC	Quick Med Claims	2,269.71	Auto
65121	9/26/2022	SCL	Suwannee County Landfill	27,199.25	Auto
65122	9/26/2022	SCM	Genesys Health Alliance	86.19	Auto
65123	9/26/2022	SSC	Security Safe Company, Inc.	153.00	Auto
65124	9/26/2022	AAAPORT	AAA Porta Serve	102.50	Auto
65125	9/26/2022	BPIT	Brian Pittman	2,325.00	Auto
65126	9/26/2022	BR	Blue Rok, Inc.	684.27	Auto
65127	9/26/2022	DE	Duke Energy	5,187.01	Auto
65128	9/26/2022	DISH	Dish Network	145.72	Auto
65129	9/26/2022	EB	Elmer Beil	702.00	Auto
65130	9/26/2022	FACT	FL Association of Counties Tru	81,832.00	Auto
65131	9/26/2022	FMIT	Florida Municipal Insurance Tr	37,054.75	Auto
65132	9/26/2022	GLC	Greatamerica Financial Service	300.09	Auto
35133	9/26/2022	HB	Hamlin Brothers	130.00	Auto
65134	9/26/2022	JDC	John Deere Credit	1,213.85	Auto
5135	9/26/2022	JPB	Nature Coast Services, LLC	600.00	Auto
5136	9/26/2022	LCPA	Lafayette County Property App.	3,412.16	Auto
5137	9/26/2022	LEGAL	Legal Shield	389.70	Auto
5138	9/26/2022	LEWIS	Lewis Petroleum Co.	320.00	Auto
5139	9/26/2022	MOS	McCrimon's Office Supply	213.17	Auto
5140	9/26/2022	MP	Mayo Postmaster	360.00	Auto
5141	9/26/2022	MP	Mayo Postmaster	90.00	Auto
5142	9/26/2022	MTC	Mayo Truss Company	149.80	Auto
5143	9/26/2022	RBN	Riverbend News C & E Inc.	691.14	Auto
5143 5144	9/26/2022	SICD	Standard Insurance Company	2,642.44	Auto
5145	9/26/2022	SICV	• •	421.68	Auto
55146	9/26/2022	TOC	Standard Insurance Company Tallahassee Orthopedic Clinic	901.00	
5140 5147		w	Verizon Wireless	127.85	Auto
5147 5148	9/26/2022				Auto
	9/26/2022	W	Windstream	3,344.35	Auto
5149	9/26/2022	WQ	Wastequip	14,815.00	Auto
35150	9/26/2022	SSC	Security Safe Company, Inc.	120.00	Auto
55151	9/26/2022	L4H	Lafayette 4-H	4,770.41	
5153	9/26/2022	BEPLLC	Bittern Emergency Phys, LLC	2,009.00	-
55154	9/26/2022	DE	Duke Energy	946.80	
5155	9/26/2022	DMH	Doctors' Memorial Hospital	6,055.00	
5156	9/26/2022	FCPA	FCPA	300.00	
5157	9/26/2022	SVE	Suwannee Valley Electric	1,463.45	
35158	9/26/2022	FLGHIC	FL Local Government Health Insurance Consortium	78,668.54	
55159	9/26/2022	LN	Liberty National Life Insuranc	1,185.13	Auto
65160	9/26/2022	QLM	Quality Lawns & More	2,410.00	Auto
			Bank A Total:	289,143.84	
			Report Total:	289,143.84	

Run Date: 9/26/2022 2:22:14PM

A/P Date: 9/30/2022

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THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COMMISSIONERS ON THIS 26TH DAY OF SEPTEMBER 2022.

Darnest S. Jones

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

LIST OF WARRANTS DRAWN ON THE **INDUSTRIAL PARK** FUND.

FROM THE LAFAYETTE COUNTY STATE BANK, ON SEPTEMBER 26TH, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMO	JNT
Suwannee Valley Electric	Utilities	552-430		\$	61.28
TOTAL				\$	61.28

THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 26TH DAY OF SEPTEMBER, 2022.

BOARD OF COUNTY COMMISSIONERS, LAFAYETTE COUNTY,FL

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

FROM THE FIRST FEDERAL BANK, ON SEPTEMBER 26TH, 2022.

TO WHOM ISSUED	PURPOSE OF EXPENDITURE	ACCOUNT NUMBER	WARRANT NO.	AMOUNT
State of FL DMS Telecomm. Windstream		526-410 526-410		\$ 608.40 \$ 411.91
TOTAL				\$ 1,020.31

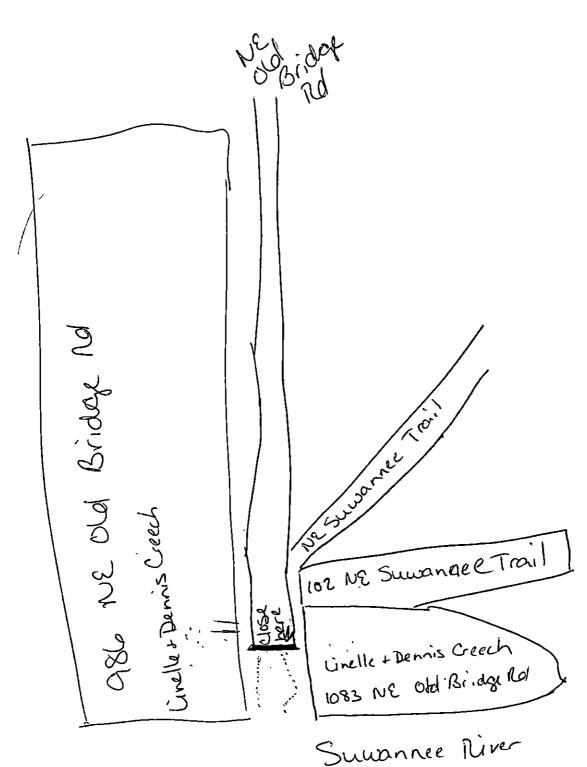
THESE INVOICES HAVE BEEN EXAMINED AND APPROVED FOR PAYMENT BY THE LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS ON THIS 26TH DAY OF SEPTEMBER, 2022.

Burnest & Jones

PETITION TO CLOSE ROAD LAFAYETTE COUNTY, FLORIDA

The undersigned, <u>Unelle Demis Creech</u> (print name) pursuant to Florida Statute 336.09, petitions the Board of County Commissioners to vacate, abandon, discontinue and close the following road:
NE Old Bridge Rd (portion of) (Fill in name of county road)
1. REASON State below the reason to close the road: (D we own both properties on each side. (a) Stop latering trash dumping later night drinking partying and music. (b) Vehicles parting and having sex 2. LEGAL DESCRIPTION Attach as a separate page the legal description for the proposed closed road.
3. ADJACENT LANDOWNERS List all adjacent landowners to the proposed road. Adjacent Landowners We own both sides of the road that we
want closed.
 4. SKETCH: Attach a sketch showing the road and all adjacent landowners and their approximate location in relation to the proposed closed road.
 NO-OBJECTION LETTERS: Attach a written statement of no objection to the road closure from all adjacent landowners.
UNDER PENALTIES OF PERJURY, I swear the foregoing is accurate to the best of my knowledge. Petitioner 9/16/2022 Date 8/13 760 4488

MB



Supernee River

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That certain part of NE Old Bridge Rd. lying North of the South line of Lot 5 Suwannee Highlands Subdivision PB A P. 25 Public Records Lafayette County, FL. Lying and being in Sec. 25, Twp. 4 S., Rge. 11 E., Lafayette County, FL.

RESOLUTION NO. 2022-09-02

WHEREAS, Hurricane Ian, could produce flooding and high winds throughout Lafayette County, Florida and,

WHEREAS, the rain, flooding and high winds throughout the County could endanger the citizens lives, homes and welfare.

THEREFORE, BE IT RESOLVED, that pursuant to Florida Law the Lafayette County Commission declares a state of emergency and authorizes the Lafayette County staff, Emergency Management and Road Department to do what is necessary to assist the citizens of Lafayette County with the flooding events.

APPROVED this 26th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS LAFAYETTE COUNTY, FLORIDA

Anthony Adams

Chairman

Attest:

Steve Land
Clerk of Court