

# Board of County Commissioners

## Jefferson County, Florida

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Stephen G. Fulford  
District 1

Eugene C. Hall  
District 2

Hines F. Boyd  
District 3

Felix "Skeet" Joyner  
District 4

Danny Monroe, III  
District 5, Chair

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### Regular Session Agenda September 16, 2010 at the Courthouse 1 Courthouse Circle Monticello, FL 32344

1. **6:00 P.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
3. **Consent Agenda**
  - a) **Minutes – September 2, 2010 Regular Session**
4. **Citizens Request & Input on Non-Agenda Items**  
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
  - a) **EDC Board Appointments**
  - b) **FY 2010-11 Health Department Contract**
  - c) **CDBG Housing Assistance Plan**
  - d) **Request for Road Materials - Traci Wood/Valley View HOA**
  - e) **Purchasing Policy Approval – Kirk Reams**
  - f) **SCRAP/SCOP Presentation – Kirk Reams**
6. **PUBLIC HEARING (6:30) – SITE PLAN – AMERICAN HUNTER, INC**
7. **PUBLIC HEARING (7:00) – MALLOY LANDING RD.**
  - a) **Speakers Against Closure**
  - b) **Speakers in Favor of Closure**
  - c) **Commission Discussion/Vote**
8. **County Coordinator's Report**
  - a) **Department Head Reports**
  - b) **Holiday Calendar – FY 2010-11**
  - c) **Rec. Park – Walker International Events**
9. **Citizen's Forum**  
(3 Minute Limit, Discussion Allowed.)
10. **Commissioner Discussion Items**
11. **Adjourn**

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he 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.

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Kirk Reams  
Clerk of Courts

Roy M. Schleicher  
County Coordinator

Bird & Sparkman, P.A.  
County Attorney

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August 16, 2010

The Honorable Danny Monroe  
Chairman, Board of County Commissioners  
Room 10  
Jefferson County Courthouse  
Monticello, Florida 32344

Dear Danny:

In re: EDC board member appointments

The term of office for the County's EDC board appointee expires on September 30, 2010. Katrina Walton currently serves in that position and has been a real asset to the board. We would welcome her continued service, however, the Commission must officially make that designation. Please place this matter on your September 2 agenda and notify me of the Commission's action prior to the EDC's annual meeting on September 14.

Our board also includes an *ex officio* member from the County Commission and we sincerely appreciate the service Steven Fulford has provided. Please advise if he will continue in that capacity and, if not, the name of his replacement.

Very truly yours,

Julie S. Conley  
Executive Director

xc: The Honorable Steven G. Fulford  
The Honorable Kirk Reams  
Ms. Katrina Walton

**CONTRACT BETWEEN  
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF  
THE JEFFERSON COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2010-2011**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and the Jefferson County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2010.

**RECITALS**

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

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

C. Jefferson County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

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

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

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2010, through September 30, 2011, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

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

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

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

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

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

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

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

*i. The State's appropriated responsibility (direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C) as provided in Attachment II, Part II is an amount not to exceed **\$1,015,140** (State General Revenue, 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 **\$41,000** (amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment).*

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

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

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

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

County Health Department Trust Fund  
Jefferson County  
1255 West Washington Street  
Monticello, FL 32344

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

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

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

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

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

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

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

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

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

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

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

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

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

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

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

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The

CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

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

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

*i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

*ii.* A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.



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

- i. March 1, 2011 for the report period October 1, 2010 through December 31, 2010;
- ii. June 1, 2011 for the report period October 1, 2010 through March 31, 2011;
- iii. September 1, 2011 for the report period October 1, 2010 through June 30, 2011; and
- iv. December 1, 2011 for the report period October 1, 2010 through September 30, 2011.

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

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

8. TERMINATION.

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

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

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an

obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2011, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

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

For the State:

For the County:

Todd Watkins  
Name

Kirk Reams  
Name

Business Manager  
Title

Clerk of Court  
Title

1255 West Washington Street

Jefferson County Courthouse

Monticello, FL 32344  
Address

Courthouse Circle  
Address

850-342-0314, Ext. 202  
Telephone

850-342-0218  
Telephone

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

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

In WITNESS THEREOF, the parties hereto have caused this 25 page agreement to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2010.

**BOARD OF COUNTY COMMISSIONERS  
FOR JEFFERSON COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SIGNED BY: 

NAME: Danny Monroe, III

TITLE: Chairman

DATE: \_\_\_\_\_

ATTESTED TO:

SIGNED BY: \_\_\_\_\_

NAME: Kirk Reams

TITLE: Clerk of Court


DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: Ana M. Viamonte Ros, M.D., M.P.H.

TITLE: State Surgeon General

DATE: \_\_\_\_\_

SIGNED BY: 

NAME: Kim E. Barnhill, MS, MPH

TITLE: CHD Administrator

DATE: 9/9/10

## ATTACHMENT I

### JEFFERSON 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>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*. Additional reporting requirements, under development, will be required. The additional reporting requirements will be communicated upon finalization.
3.	Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability as documented in Florida SHOTS, the assessment of various immunization levels as documented in Florida SHOTS and forms reporting adverse events following immunization.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
9.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140. Socio-

ATTACHMENT I (Continued)

demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

10. **School Health Services** Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).
11. **Tuberculosis** Tuberculosis Program Requirements as specified in FAC 64D-3, F.S. *Specific Authority* 381.0011(13), 381.003(2), 381.0031(6), 384.33, 392.53(2), 392.66 *FS Law Implemented* 381.0011(4), 381.003(1), 381.0031(1), (2), (6), 383.06, 384.23, 384.25, 385.202, 392.53 FS.381 and CHD Guidebook.
12. **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 the CHD Guide to Surveillance and Investigations.

\*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

JEFFERSON COUNTY HEALTH DEPARTMENT

ATTACHMENT II, PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/11	Estimated County Share of CHD Trust Fund Balance as of 09/30/11	Total
1. CHD Trust Fund Ending Balance 09/30/10	\$94,369	\$57,838	\$152,207
2. Drawup for Contract Year October 1, 2010 to September 30, 2011			\$0
3. Special Capital Project use for Contract Year October 1, 2010 to September 30, 2011	\$0	\$0	\$0
4. Balance Reserved for Contingency Fund October 1, 2010 to September 30, 2011	\$94,369	\$57,838	\$152,207

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans. Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT**  
**Part II. Sources of Contributions to County Health Department**  
**Departmental Revenue Schedule - FY 2011**

000000	County	000000	0000	0000
000000	County	000000	0000	0000
000000	County	000000	0000	0000

**1. GENERAL REVENUE - STATE**

015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	0	0	0	0	0
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	17,908	0	17,908	0	17,908
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	6,923	0	6,923	0	6,923
015040	SPECIAL NEEDS SHELTER PROGRAM	0	0	0	0	0
015040	STATEWIDE DENTISTRY NETWORK- ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015040	VARICELLA IMMUNIZATION REQUIREMENT	664	0	664	0	664
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVES	3,295	0	3,295	0	3,295
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY BEACHES MONITORING	0	0	0	0	0
015040	ALG/IPO HEALTHY START/PO	0	0	0	0	0
015040	ALG/PRIMARY CARE	41,992	0	41,992	0	41,992
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	34,057	0	34,057	0	34,057
015040	CHILD HEALTH MEDICAL SERVICES	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	7,199	0	7,199	0	7,199
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	1,164	0	1,164	0	1,164
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	9,947	0	9,947	0	9,947
015040	ALG/FAMILY PLANNING	26,857	0	26,857	0	26,857
015050	ALG/CONTR TO CHDS	326,486	0	326,486	0	326,486
<b>GENERAL REVENUE TOTAL</b>		<b>476,492</b>	<b>0</b>	<b>476,492</b>	<b>0</b>	<b>476,492</b>

**2. NON GENERAL REVENUE - STATE**

015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	3,429	0	3,429	0	3,429
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	661	0	661	0	661
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	0	0	0	0	0
015010	BASIC SCHOOL HEALTH - TOBACCO TF	0	0	0	0	0
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	ENVIRONMENTAL HEALTH PACE PROJECTS	0	0	0	0	0
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	FULL SERVICE SCHOOLS - TOBACCO TF	42,308	0	42,308	0	42,308

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT**  
**Part II Summary of the Budget of County Health Department**  
**Year 2010-2011**  
**Actual 2010**      **2010 Budget**      **2011 Budget**  
**Actual**      **2010**      **2011**      **Total**

**2. NON GENERAL REVENUE - STATE**

015010	IMMUNIZATION SPECIAL PROJECT	724	0	724	0	724
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH- TOB TF	12,655	0	12,655	0	12,655
015010	TOBACCO COMMUNITY INTERVENTION	177,250	0	177,250	0	177,250
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	Non-Categorical Tobacco Rebasing	0	0	0	0	0
<b>NON GENERAL REVENUE TOTAL</b>		<b>237,027</b>	<b>0</b>	<b>237,027</b>	<b>0</b>	<b>237,027</b>

**3. FEDERAL FUNDS - State**

007000	AFRICAN AMERICAN TESTING INITIATIVE(AATD)	0	0	0	0	0
007000	AIDS PREVENTION	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000	CHILDHOOD LEAD POISONING PREVENTION	0	0	0	0	0
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000	WIC ADMINISTRATION	0	0	0	0	0
007000	WIC BREASTFEEDING PEER COUNSELING	0	0	0	0	0
007000	STD FEDERAL GRANT - CSPS	24,780	0	24,780	0	24,780
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM - PHYSICIANS TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT(IPP)	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TITLE X MALE PROJECT	0	0	0	0	0
007000	RYAN WHITE	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE PART B SUPPLEMENTAL	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	0	0	0	0	0
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0
007000	STATE INDOOR RADON GRANT	0	0	0	0	0
007000	NATIONAL COMPREHENSIVE CANCER CONTROL PROGRAM	0	0	0	0	0
007000	ORAL HEALTH WORKFORCE ACTIVITIES	0	0	0	0	0
007000	ORAL HEALTH WORKFORCE ACTIVITIES2010-2011	0	0	0	0	0
007000	PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000	PUBLIC HEALTH PREPAREDNESS BASE	63,035	0	63,035	0	63,035
007000	RAPE PREVENTION & EDUCATION GRANT	0	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000	IMMUNIZATION SUPPLEMENTAL	0	0	0	0	0
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MCH BGTF-HEALTHY START IPO	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	45,385	0	45,385	0	45,385
007000	FGTF/IMMUNIZATION ACTION PLAN	3,078	0	3,078	0	3,078
007000	HEALTH PROGRAM FOR REFUGEES	0	0	0	0	0
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	60,081	0	60,081	0	60,081



**Working Copy ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT  
Part II Sources of Contributions to County Health Department**

October 1, 2010 to September 30, 2011

(000)      (000)      (000)      (000)      (000)  
 Total      Total      Total      Total      Total

**3. FEDERAL FUNDS - State**

007000	HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000	DIABETES PREVENTION & CONTROL PROGRAM	0	0	0	0	0
007000	FAMILY PLANNING- TITLE X	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
015075	SCHOOL HEALTH/SUPPLEMENTAL	65,769	0	65,769	0	65,769
007055	ARRA Federal Grant - Schedule C	3,600	0	3,600	0	3,600
015075	Inspections of Summer Feeding Program	0	0	0	0	0
<b>FEDERAL FUNDS TOTAL</b>		<b>265,728</b>	<b>0</b>	<b>265,728</b>	<b>0</b>	<b>265,728</b>

**4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE**

001020	TANNING FACILITIES	185	0	185	0	185
001020	BODY PIERCING	0	0	0	0	0
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	1,921	0	1,921	0	1,921
001020	FOOD HYGIENE PERMIT	3,144	0	3,144	0	3,144
001020	BIOHAZARD WASTE PERMIT	310	0	310	0	310
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	2,340	0	2,340	0	2,340
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	2,294	0	2,294	0	2,294
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	300	0	300	0	300
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	33,442	0	33,442	0	33,442
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	Central Office Surcharge	0	0	0	0	0
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>		<b>43,936</b>	<b>0</b>	<b>43,936</b>	<b>0</b>	<b>43,936</b>

**5. OTHER CASH CONTRIBUTIONS - STATE**

010304	STATIONARY POLLUTANT STORAGE TANKS	44,069	0	44,069	0	44,069
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
<b>OTHER CASH CONTRIBUTIONS TOTAL</b>		<b>44,069</b>	<b>0</b>	<b>44,069</b>	<b>0</b>	<b>44,069</b>

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT  
Part II - Summary of Contributions to County Health Department  
Fiscal Year 2010-2011**

**6. MEDICAID - STATE/COUNTY**

001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	390	390	779	0	779
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082	MEDICAID DENTAL	198,838	318,162	517,000	0	517,000
001083	MEDICAID FAMILY PLANNING	3,500	31,500	35,000	0	35,000
001087	MEDICAID STD	0	0	0	0	0
001089	MEDICAID AIDS	0	0	0	0	0
001147	Medicaid HMO CAPITATION	0	0	0	0	0
001191	MEDICAID MATERNITY	19,230	30,770	50,000	0	50,000
001192	MEDICAID COMPREHENSIVE CHILD	1,050	1,679	2,729	0	2,729
001193	MEDICAID COMPREHENSIVE ADULT	3,182	5,091	8,273	0	8,273
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	355	355	710	0	710
001059	Medicaid Low Income Pool	97,330	155,739	253,069	0	253,069
001051	Emergency Medicaid	0	0	0	0	0
001058	Medicaid - Behavioral Health	0	0	0	0	0
001071	Medicaid - Orthopedic	0	0	0	0	0
001072	Medicaid - Dermatology	0	0	0	0	0
001075	Medicaid - School Health Certified Match	0	0	0	0	0
001069	Medicaid - Refugee Health	0	0	0	0	0
001055	Medicaid - Hospital	0	0	0	0	0
001148	Medicaid HMO Non-Capitation	46,080	73,733	119,813	0	119,813
001074	Medicaid - Newborn Screening	0	0	0	0	0
<b>MEDICAID TOTAL</b>		<b>369,954</b>	<b>617,419</b>	<b>987,373</b>	<b>0</b>	<b>987,373</b>

**7. ALLOCABLE REVENUE - STATE**

018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
<b>ALLOCABLE REVENUE TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE**

PHARMACY SERVICES	0	0	0	21,625	21,625
LABORATORY SERVICES	0	0	0	6,940	6,940
TB SERVICES	0	0	0	0	0
IMMUNIZATION SERVICES	0	0	0	58,900	58,900
STD SERVICES	0	0	0	0	0
CONSTRUCTION/RENOVATION	0	0	0	0	0
WIC FOOD	0	0	0	310,009	310,009
ADAP	0	0	0	0	0
DENTAL SERVICES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>		<b>0</b>	<b>0</b>	<b>397,474</b>	<b>397,474</b>

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT  
Part II Support of Other Divisions of Local Health Department**

**9. DIRECT LOCAL CONTRIBUTIONS - COUNTY**

008030	Contribution from Health Care Tax	0	0	0	0	0
008034	BCC Contribution from General Fund	0	41,000	41,000	0	41,000
<b>DIRECT COUNTY CONTRIBUTION TOTAL</b>		0	41,000	41,000	0	41,000

**10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY**

001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	CHILD CAR SEAT PROG	0	0	0	0	0
001077	PERSONAL HEALTH FEES	0	80,644	80,644	0	80,644
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	7,646	7,646	0	7,646
001114	NEW BIRTH CERTIFICATES	0	7,250	7,250	0	7,250
001115	Vital Statistics - Death Certificate	0	7,250	7,250	0	7,250
001117	VITAL STATS-ADM. FEE 50 CENTS	0	500	500	0	500
001073	Co-Pay for the AIDS Care Program	0	0	0	0	0
001025	Client Revenue from GRC	0	0	0	0	0
001040	Cell Phone Administrative Fee	0	0	0	0	0
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>		0	103,290	103,290	0	103,290

**11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY**

001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	0	0	0	0
001029	HEALTH MAINTENANCE ORGAN (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	500	500	0	500
001190	Health Maintenance Organization	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	1,500	1,500	0	1,500
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008010	Contribution from City Government	0	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050	School Board Contribution	0	0	0	0	0
008060	Special Project Contribution	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	114,482	114,482	0	114,482
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT-DIRECT	0	18,300	18,300	0	18,300

**Working Copy ATTACHMENT II**

**JERFERTSON COUNTY HEALTH DEPARTMENT  
Part II. Sources of Contributions to County Health Department**

December 31, 2012

**11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY**

011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
010402	Recycled Material Sales	0	0	0	0	0
010303	FDLE Fingerprinting	0	0	0	0	0
007030	ARRA Federal Grant	0	0	0	0	0
001010	Recovery of Bad Checks	0	0	0	0	0
008065	FCO Contribution	0	0	0	0	0
011006	Restricted Cash Donation	0	0	0	0	0
028000	Insurance Recoveries	0	0	0	0	0
001033	CMS Management Fee - PMPMPC	0	0	0	0	0
010400	Sale of Goods Outside State Government	0	0	0	0	0
010500	Refugee Health	0	0	0	0	0
005045	Interest Earned-Third Party Provider	0	0	0	0	0
005043	Interest Earned-Contract/Grant	0	0	0	0	0
010306	DOH/DOC Interagency Agreement	0	0	0	0	0
008040	BCC Grant/Contract	0	0	0	0	0
011002	ARRA Federal Grant - Sub-Recipient	0	0	0	0	0
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>		<b>0</b>	<b>134,782</b>	<b>134,782</b>	<b>0</b>	<b>134,782</b>

**12. ALLOCABLE REVENUE - COUNTY**

018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
<b>COUNTY ALLOCABLE REVENUE TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**13. BUILDINGS - COUNTY**

ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
INSURANCE	0	0	0	0	0
UTILITIES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY**

EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
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**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT  
Part II Summary of Contributions to County Health Department**

Period: July to September 30, 2011

2011-2012      2010-2011      2009-2010      2008-2009      2007-2008  
 2011-2012      2010-2011      2009-2010      2008-2009      2007-2008

<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
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
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>GRAND TOTAL CHD PROGRAM</b>	<b>1,433,606</b>	<b>900,091</b>	<b>2,333,697</b>	<b>397,474</b>	<b>2,731,171</b>

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT**

**Part III: Planned Staffing, Clients, Services, and Expenditures by Program Service Line, With a Total of Service**

October 1, 2010 to September 30, 2011

	FTE's (0.00)	Clients		Services		Expenditures		FTE's	Funds	Grand Total
		Count	Services	Count	Services	Count	Services			
<b>A. COMMUNICABLE DISEASE CONTROL:</b>										
IMMUNIZATION(101)	1.25	1,500	2,400	14,238	18,238	14,238	18,238	39,621	25,331	64,952
STD (102)	0.36	153	301	4,500	5,500	4,500	5,500	12,000	8,000	20,000
A.I.D.S. (103)	0.14	41	68	1,500	2,500	1,500	2,500	5,000	3,000	8,000
TB CONTROL SERVICES (104)	0.07	93	106	750	1,250	750	1,250	2,400	1,600	4,000
COMM. DISEASE SURV. (106)	0.18	0	0	1,000	1,500	1,000	1,500	3,000	2,000	5,000
HEPATITIS PREVENTION(109)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC HEALTH PREP AND RESP(116)	1.00	0	36	18,000	22,000	18,000	22,000	80,000	0	80,000
VITAL STATISTICS(180)	0.39	1,014	1,604	4,000	5,000	4,000	5,000	12,000	6,000	18,000
<b>COMMUNICABLE DISEASE SUBTOTAL</b>	<b>3.39</b>	<b>2,801</b>	<b>4,515</b>	<b>43,988</b>	<b>55,988</b>	<b>43,988</b>	<b>55,988</b>	<b>154,021</b>	<b>45,931</b>	<b>199,952</b>
<b>B. PRIMARY CARE:</b>										
CHRONIC DISEASE SERVICES (210)	1.22	0	3	13,000	17,000	13,000	17,000	60,000	0	60,000
TOBACCO PREVENTION (212)	2.00	0	305	42,000	48,000	42,000	48,000	180,000	0	180,000
W.I.C. (221)	0.00	865	865	0	0	0	0	0	0	0
FAMILY PLANNING(223)	2.44	544	1,549	34,345	41,000	35,000	41,000	100,000	51,345	151,345
IMPROVED PREGNANCY OUTCOME (225)	0.67	80	1,070	12,000	16,000	12,000	16,000	34,000	22,000	56,000
HEALTHY START PRENATAL(227)	1.75	160	2,769	20,000	25,000	20,000	25,000	0	90,000	90,000
COMPREHENSIVE CHILD HEALTH(229)	0.06	160	360	750	950	750	950	2,040	1,360	3,400
HEALTHY START INFANT(231)	1.50	130	1,617	14,000	16,000	14,000	16,000	0	60,000	60,000
SCHOOL HEALTH(234)	3.59	0	22,470	48,000	52,000	48,000	52,000	200,000	0	200,000
COMPREHENSIVE ADULT HEALTH(237)	7.29	802	4,808	85,000	105,000	85,000	105,000	260,000	120,000	380,000
DENTAL HEALTH(240)	8.51	1,650	9,245	185,000	195,000	185,000	195,000	399,545	360,455	760,000
<b>PRIMARY CARE SUBTOTAL</b>	<b>29.03</b>	<b>4,391</b>	<b>45,061</b>	<b>454,095</b>	<b>515,950</b>	<b>454,750</b>	<b>515,950</b>	<b>1,235,585</b>	<b>705,160</b>	<b>1,940,745</b>
<b>C. ENVIRONMENTAL HEALTH:</b>										
<b>Water and Onsite Sewage Programs</b>										
COASTAL BEACH MONITORING(347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS(357)	0.14	20	85	3,000	4,000	3,000	4,000	0	14,000	14,000
PUBLIC WATER SYSTEM(358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM(359)	0.00	0	0	0	0	0	0	0	0	0
INDIVIDUAL SEWAGE DISP. (361)	0.78	100	316	12,000	16,000	12,000	16,000	0	56,000	56,000
<b>Group Total</b>	<b>0.92</b>	<b>120</b>	<b>401</b>	<b>15,000</b>	<b>20,000</b>	<b>15,000</b>	<b>20,000</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>
<b>Facility Programs</b>										
FOOD HYGIENE (348)	0.23	18	78	4,000	6,000	4,000	6,000	0	20,000	20,000
BODY ART (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY(351)	0.18	12	21	3,500	4,500	3,500	4,500	0	16,000	16,000
MIGRANT LABOR CAMP(352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION(359)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES(354)	0.12	10	21	2,800	3,200	2,800	3,200	0	12,000	12,000
SWIMMING POOLS/BATHING (360)	0.08	3	6	1,500	2,000	1,500	2,000	0	7,000	7,000
BIOMEDICAL WASTE SERVICES(364)	0.00	0	0	0	0	0	0	0	0	0
TANNING FACILITY SERVICES(369)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.61</b>	<b>43</b>	<b>126</b>	<b>11,800</b>	<b>15,700</b>	<b>11,800</b>	<b>15,700</b>	<b>0</b>	<b>55,000</b>	<b>55,000</b>

**ATTACHMENT II**

**JEFFERSON COUNTY HEALTH DEPARTMENT**

**Part III Planned Staffing, Clients, Services, and Expenditures By Program, Service Line, and Client Group of Services**

Details: 10/01/10 to 09/30/11

FTE's (0.00)	Clients (000)	IP (000)	ES (000)	ES (000)	ES (000)	ES (000)	ES (000)	ES (000)	ES (000)	ES (000)
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**C. ENVIRONMENTAL HEALTH:**

<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE(355)	0.55	34	93	10,000	12,000	10,000	12,000	44,000	0	44,000
SUPER ACT SERVICE (356)	0.09	12	22	1,300	1,700	1,300	1,700	0	6,000	6,000
<b>Group Total</b>	<b>0.64</b>	<b>46</b>	<b>115</b>	<b>11,300</b>	<b>13,700</b>	<b>11,300</b>	<b>13,700</b>	<b>44,000</b>	<b>6,000</b>	<b>50,000</b>
<b>Community Hygiene</b>										
OCCUPATIONAL HEALTH(344)	0.00	0	0	0	0	0	0	0	0	0
CONSUMER PRODUCT SAFETY (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES(350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE(362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL(363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE(365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.00	0	0	0	0	0	0	0	0	0
ARBOVIRUS SURVEILLANCE(367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.26	0	2	4,000	5,000	4,000	5,000	0	18,000	18,000
WATER POLLUTION(370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION(371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH(372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.26</b>	<b>0</b>	<b>2</b>	<b>4,000</b>	<b>5,000</b>	<b>4,000</b>	<b>5,000</b>	<b>0</b>	<b>18,000</b>	<b>18,000</b>
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	<b>2.43</b>	<b>209</b>	<b>644</b>	<b>42,100</b>	<b>54,400</b>	<b>42,100</b>	<b>54,400</b>	<b>44,000</b>	<b>149,000</b>	<b>193,000</b>
<b>D. SPECIAL CONTRACTS:</b>										
SPECIAL CONTRACTS (599)	0.00	0	0	0	0	0	0	0	0	0
<b>SPECIAL CONTRACTS SUBTOTAL</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL CONTRACT</b>	<b>34.85</b>	<b>7,401</b>	<b>50,220</b>	<b>540,183</b>	<b>626,338</b>	<b>540,838</b>	<b>626,338</b>	<b>1,433,606</b>	<b>900,091</b>	<b>2,333,697</b>

## **ATTACHMENT III**

### **JEFFERSON COUNTY HEALTH DEPARTMENT**

#### **CIVIL RIGHTS CERTIFICATE**

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

The applicant assures that it will comply with:

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



**ATTACHMENT IV**

**FACILITIES UTILIZED BY THE JEFFERSON COUNTY HEALTH DEPARTMENT**

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
<b>Jefferson County Health Department Clinic Building</b>	<b>1255 West Washington St. Monticello, FL 32344</b>	<b>Jefferson Board of County Commissioners</b>
<b>Jefferson County Health Department Annex Building</b>	<b>1175 West Washington St. Monticello, FL 32344</b>	<b>Jefferson Board of County Commissioners</b>

**ATTACHMENT V**  
**JEFFERSON COUNTY HEALTH DEPARTMENT**  
**SPECIAL PROJECTS SAVINGS PLAN**

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

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2006-2007	\$ _____	\$ _____	\$ _____ -
2007-2008	\$ _____	\$ _____	\$ _____ -
2008-2009	\$ _____	\$ _____	\$ _____ -
2009-2010	\$ _____ -	_____ -	\$ _____ -
2010-2011	\$ _____ -	\$ _____ -	\$ _____ -
<b>PROJECT TOTAL</b>	<b>\$ _____ -</b>	<b>\$ _____ -</b>	<b>\$ _____ -</b>

**SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN**

PROJECT NAME: \_\_\_\_\_

LOCATION/ ADDRESS: \_\_\_\_\_

PROJECT TYPE:           NEW BUILDING \_\_\_\_\_   ROOFING \_\_\_\_\_  
                                   RENOVATION \_\_\_\_\_    PLANNING STUDY \_\_\_\_\_  
                                   NEW ADDITION \_\_\_\_\_   OTHER \_\_\_\_\_

SQUARE FOOTAGE: \_\_\_\_\_

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

**ESTIMATED PROJECT INFORMATION:**

START DATE *(initial expenditure of funds)*: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

DESIGN FEES: \$ \_\_\_\_\_

CONSTRUCTION COSTS: \$ \_\_\_\_\_

FURNITURE/EQUIPMENT \$ \_\_\_\_\_

TOTAL PROJECT COST: \$ \_\_\_\_\_ -

COST PER SQ FOOT: \$ \_\_\_\_\_ #DIV/0!

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

**ATTACHMENT VI  
JEFFERSON CHD**

**Primary Care**

“Primary Care” as conceptualized for the county health departments and for the use of categorical Primary Care funds (revenue object code 015040) is defined as:

*“Health care services for the prevention or treatment of acute or chronic medical conditions or minor injuries of individuals which is provided in a clinic setting and may include family planning and maternity care.”*

Indicate below the county health department programs that will be supported at least in part with categorical Primary Care funds this contract year:

- Comprehensive Child Health (229/29)
- Comprehensive Adult Health (237/37)
- Family Planning (223/23)
- Maternal Health/IPO (225/25)
- Laboratory (242/42)
- Pharmacy (241/93)
- Other Medical Treatment Program (please identify) \_\_\_\_\_

Describe the target population to be served with categorical Primary Care funds.

**The majority of the population served suffers from chronic disease, primarily hypertension and diabetes. Clients served range from infants to adults, including men, women and children. The racial demographic of the population we serve is 48.8% black, 47.3% white, 2.5% Hispanic, and 1.4% other.**

Does the health department intend to contract with other providers for the delivery of primary health care services using categorical (015011) Primary Care funds? If so, please identify the provider(s), describe the services to be delivered, and list the anticipated contractual amount by provider. In addition, contract providers are required to provide data on patients served and the services provided so that the patients may be registered and the service data entered into HCMS.

Yes, the Jefferson CHD has a FY10/11 DO with the FSU/COM for the provision of Primary Care Services including Child & Adult Health services. All services provided by FSU-COM providers are entered into HMS.

# JEFFERSON COUNTY HEALTH DEPARTMENT

## SLIDING FEE SCHEDULE

Effective October 1, 2010

### MEDICAL FEES

Charges for Primary Care, Family Planning, OB Services and lab fees are provided on a sliding fee scale based on the household's income

Sliding fee rates are based on Health & Human Services Poverty Guidelines published annually in the Federal Register (Attachment B & C)

**Medical services will NOT be refused if client is unable to pay.**

### CHD PRIMARY CARE PATIENT SERVICES

#### NEW PATIENT

OFFICE VISIT - PROBLEM FOCUS	(10 min)	99201	\$	65.00
OFFICE VISIT - EXPANDED HISTORY	(20 min)	99202	\$	65.00
OFFICE VISIT - DETAILED VISIT	(30 min)	99203	\$	65.00
OFFICE VISIT - HIGH HISTORY	(45 min)	99204	\$	65.00
OFFICE VISIT - WELL CHILD 0-1		99381	\$	65.00
OFFICE VISIT - WELL CHILD 1-4		99382	\$	65.00
OFFICE VISIT - WELL CHILD 5-11		99383	\$	65.00
OFFICE VISIT - WELL CHILD 12-17		99384	\$	65.00
OFFICE VISIT - WELL CHILD 18-20		99385 EP	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 21-39		99385	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 40-64		99386	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 65 > YRS		99387	\$	65.00

#### ESTABLISHED PATIENT

OFFICE VISIT - PROBLEM FOCUS	(10 min)	99211	\$	65.00
OFFICE VISIT - EXPANDED HISTORY	(20 min)	99212	\$	65.00
OFFICE VISIT - DETAILED VISIT	(30 min)	99213	\$	65.00
OFFICE VISIT - HIGH HISTORY	(45 min)	99214	\$	65.00
OFFICE VISIT - WELL CHILD 0-1		99391	\$	65.00
OFFICE VISIT - WELL CHILD 1-4		99392	\$	65.00
OFFICE VISIT - WELL CHILD 5-11		99393	\$	65.00
OFFICE VISIT - WELL CHILD 12-17		99394	\$	65.00
OFFICE VISIT - WELL CHILD 18-20		99395 EP	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 21-39		99395	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 40-64		99396	\$	65.00
OFFICE VISIT - ADULT HEALTH SCR 65 > YRS		99397	\$	65.00

**CHD FAMILY PLANNING PATIENT SERVICES**

*All Family Planning Services includes Labs*

FAMILY PLANNING INITIAL EXAM	5-11	99383 FP	\$	125.00	
FAMILY PLANNING INITIAL EXAM	12-17	99384 FP	\$	125.00	
FAMILY PLANNING INITIAL EXAM	18-39	99385 FP	\$	125.00	
FAMILY PLANNING INITIAL EXAM	40-64	99386 FP	\$	125.00	
FAMILY PLANNING ANNUAL EXAM	5-11	99393 FP	\$	100.00	
FAMILY PLANNING ANNUAL EXAM	12-17	99394 FP	\$	100.00	
FAMILY PLANNING ANNUAL EXAM	18-39	99395 FP	\$	100.00	
FAMILY PLANNING ANNUAL EXAM	40-64	99396 FP	\$	100.00	
FAMILY PLANNING REPEAT PAP ONLY		99403 FP	\$	55.00	
FAMILY PLANNING BREAST EXAM ONLY		99212	\$	50.00	
COUNSELING / PROBLEM VISIT		99403 FP	\$	60.00	
SUPPLY VISIT		99211 FP	\$	60.00	
IUD INSERTION		58300	\$	125.00	(plus cost of kit )
IUD REMOVAL		58301	\$	60.00	
PROGESTERONE IMPLANT INSERTION		11975	\$	125.00	
PROGESTERONE IMPLANT REMOVAL		11976	\$	125.00	

**(OFFICE VISIT CHARGE INCLUDES STATE AND STATE CONTRACTED LAB SERVICES**

**ANY NON-CONTRACTED LABS WILL HAVE AN ADDITIONAL FEE AND ARE NOT ON SLIDING FEE SCALE)**

**CHD OB PATIENT SERVICES**

PRENATAL VISIT	\$	100.00
POST PARTUM VISIT	\$	100.00
OBSTETRIC ULTRASOUND		
INSULIN (WITH PHYSICIANS PRESCRIPTION)		\$14.00

**JEFFERSON COUNTY HEALTH DEPT.  
SET FEE SCHEDULE  
EFFECTIVE OCTOBER 1, 2010**

**ADULT IMMUNIZATIONS:**

All adult immunizations will be charged an administration fee of \$15.00

HEP A Vaccine	Pharmacy Charge +	\$ 15.00
HEP B Vaccine	Pharmacy Charge +	\$ 15.00
HEP A/B Twinrix	Pharmacy Charge +	\$ 15.00
INFLUENZA		\$ 20.00
MMR	Pharmacy Charge +	\$ 15.00
Pneumococcal	Pharmacy Charge +	\$ 15.00
RABIES (PRE & POST)	Pharmacy Charge +	\$ 15.00
TB Skin Test & Reading		\$ 10.00
TB Skin Test - Read Only		\$ 5.00
TETANUS - TD	Pharmacy Charge +	\$ 15.00
Tdap - Adult	Pharmacy Charge +	\$ 15.00
MENACTRA/Menemune	Pharmacy Charge +	\$ 15.00
ZOSTAVAX (Shingles Vaccine)	Pharmacy Charge +	\$ 15.00
GARDASIL (HPV - Adult)	Pharmacy Charge +	\$ 15.00

**OTHER SERVICES:**

ADULT PHYSICALS (drug testing or EKG extra charge)		\$ 40.00
SCHOOL/SPORTS PHYSICALS		\$ 25.00
DOT PHYSICALS - (drug testing or EKG extra charge)		\$ 50.00
DRUG TESTING		\$ 30.00
EKG		\$ 50.00
WOUND INCISION & DRAINAGE		\$ 15.00
MOLE REMOVAL (outside lab will bill patient for lab if biopsy done)		\$ 25.00
SUTURE REMOVAL		\$ 15.00
JOINT INJECTIONS		\$ 50.00
BIOPSY (outside lab will bill patient for lab)		\$ 25.00
COLPOSCOPY (fee due at time service rendered) (outside lab will bill patient for lab & pap)		\$ 125.00
LEAD TESTING - (IN HOUSE ONLY)		\$ 10.00
FEMALE HEALTH SCREEN (exam & pap)		\$ 40.00
VENIPUNCTURE FEE		\$ 10.00
FINGER STICK (Hemoglobin/Blood Sugar Check)		\$ 5.00
MICROALBUMIN (IN HOUSE ONLY)		\$ 5.00
A1C HEMOGLOBIN (IN HOUSE ONLY)		\$ 10.00
HEMOCULT		\$ 5.00
HEP B titer (current lab charge)		\$ 20.00
RAPID STREP TESTING		\$ 5.00
GLUCOSE STRIPS (per box) (current market cost)		\$ 17.00
PRESCRIPTION ASSISTANCE PROGRAM - (Per Prescription)		\$ 10.00
INJECTIONS (with patient own medication)		\$ 15.00
MMR IMMUNITY PROFILE		\$ 25.00
VARICELLA TITER		\$ 25.00
RUBELLA TITER		\$ 15.00
VARICELLA IMMUNE STATUS		\$ 10.00
RUBELLA IMMUNE STATUS		\$ 10.00
CAR SEAT (per seat) with 1 hour class		\$ 10.00
INFANT CRIBS (per crib) with 1 hour class		\$ 10.00
COPY FEE		\$ 0.20
RETURN CHECK FEE (pending amount of check)		\$25/\$35/\$50

**VITAL STATISTICS:**

FLORIDA BIRTH CERTIFICATE		\$ 12.00
FLORIDA BIRTH CERTIFICATE		\$ 12.00
ADDITIONAL BIRTH CERTIFICATE		\$ 12.00
DEATH CERTIFICATES (Death occurred in County)		\$ 12.00
EACH ADDITIONAL		\$ 12.00

**ENVIRONMENTAL HEALTH SERVICES:**

SEPTIC TANK - New application, repair, existing, modification		\$ 50.00
SHIPPING FEE TO LAB		\$ 10.00
WATER SAMPLE TEST - (Self collected) each sample		\$ 20.00
GROUP CARE FACILITY ANNUAL FEE		\$ 75.00
PUBLIC & PRIVATE SCHOOL < 100 STUDENTS ANNUAL FEE		\$ 100.00
PUBLIC & PRIVATE SCHOOL > 100 STUDENTS ANNUAL FEE		\$ 200.00
CHILD CARE FACILITIES ANNUAL FEE		\$ 150.00
REINSPECTION FEE (2ND VISIT AND ANY ADDITIONAL)		\$ 50.00

**FREE SERVICES:**

CHILDHOOD IMMUNIZATIONS (AGES 0 - 18)		
BLOOD PRESSURE screening		
HIV ANTIBODY SCREENING		
TB - CASE CONTACT TESTING		
STD CASE CONTACT/HIGH-RISK TESTING		

**Jefferson CHD  
Fee Schedule  
Dental Program  
Effective 10/1/10**

INCOME GUIDELINES: 100% 50%

**Diagnostics**

D0120	Periodic Exam (INCLUDING NECESSARY XRAYS)	\$60.00	\$30.00
D0140	Limited/Emergency Exam (INCLUDING NECESSARY XRAYS)	\$70.00	\$35.00
D0145	Cursory Oral Exam (under 3yrs old) - includes fluoride varnish	\$30.00	\$15.00
D0150	Comprehensive Exam (INCLUDING NECESSARY XRAYS)	\$90.00	No Slide
D0180	Periodontal Evaluation (no x-rays)	\$50.00	No Slide
D9230	Analgesia, Anxiolysis, Inhalation of Nitrous Oxide	\$60.00	\$30.00

**Radiographs**

D0210	FMX (14 PA, 4BW)	\$80.00	\$40.00
D0220	PA, first film	\$20.00	\$10.00
D0230	PA additional films	\$16.00	\$8.00
D0240	Occlusal film	\$20.00	\$10.00
D0270	Bitewing x-ray, single film	\$20.00	\$10.00
D0272	Bitewing x-ray, two films	\$30.00	\$15.00
D0274	Bitewing x-ray, four films	\$40.00	\$20.00
D0330	Panoramic film (includes additional x-rays as needed)	\$80.00	\$40.00
D0350	Oral/Facial Photographic Images	\$14.00	\$7.00

**Preventive**

D1110	Adult prophylaxis	\$50.00	No Slide
D1120	Child Prophylaxis - Oral Health Instruction & Fluoride	\$40.00	No Slide
D1203	Child topical application of fluoride	\$22.00	\$11.00
D1204	Adult Topical Application of Fluoride	\$22.00	\$11.00
D1206	Topical Fluoride Varnish	\$22.00	\$11.00
D1330	Oral Hygiene Instruction (when administered by itself)	\$12.00	No Slide
D1351	Sealant, per quadrant	\$30.00	\$15.00
D1510	Space Maintainer, uni-lateral, fixed	\$150.00	\$75.00
D1515	Space Maintainer, bi-lateral, fixed	\$240.00	\$120.00
D1550	Re-cement Space Maintainer \$40 - \$80	\$36.00	\$18.00

**Restorative**

D2140	Amalgam-1 surface, permanent	\$70.00	\$35.00
D2150	Amalgam-2 surfaces, permanent	\$86.00	\$43.00
D2160	Amalgam-3 surfaces, permanent	\$110.00	\$55.00
D2161	Amalgam-4 or more surfaces, permanent	\$130.00	\$65.00
D2330	Resin-1 surface, anterior	\$80.00	\$40.00
D2331	Resin-2 surfaces, anterior	\$100.00	\$50.00
D2332	Resin-3 surfaces, anterior	\$120.00	\$60.00
D2335	Resin, 4 + surfaces, anterior	\$144.00	\$72.00
D2390	Resin-based composite crown, anterior (perm. Teeth)	\$248.00	\$124.00
D2390	Resin strip crown, primary	\$100.00	\$50.00
D2391	Resin, 1 surface, posterior	\$90.00	\$45.00
D2392	Resin, 2 surface, posterior	\$100.00	\$50.00
D2393	Resin, 3 surface, posterior	\$120.00	\$60.00
D2394	Resin, 4+ surfaces, posterior	\$240.00	\$120.00

**Other Restorative Services**

D2930	Stainless steel crown	\$150.00	\$75.00
D2940	Sedative filling	\$60.00	\$30.00

**Jefferson CHD  
Fee Schedule  
Dental Program  
Effective 10/1/10**

**Endodontic Procedures**

D3110	Direct pulp cap	\$30.00	\$15.00
D3120	Indirect pulp cap	\$30.00	\$15.00
D3220	Pulpotomy	\$100.00	\$50.00

**Periodontics**

D4341	Scaling and root planning, per quadrant	\$120.00	\$60.00
D4342	Scaling and root planning, 1-3 per quadrant	\$90.00	\$45.00
D4355	Gross Debridement	\$60.00	No Slide
D4910	Supportive periodontal therapy	\$60.00	\$30.00

**Removeable Prosthodontic Procedures**

D5110	Complete maxillary denture - 5th Visit	\$650.00	No Slide
D5120	Complete mandibular denture - Denture 5th Visit	\$650.00	No Slide
D5211	Maxillary resin based partial - Denture 5th Visit	\$650.00	No Slide
D5212	Mandibular resin based partial - Denture 5th Visit	\$650.00	No Slide
D5410	Adjust maxillary complete denture	\$50.00	No Slide
D5411	Adjust mandibular complete denture	\$50.00	No Slide
D5421	Adjust maxillary partial denture	\$50.00	No Slide
D5422	Adjust mandibular partial denture	\$50.00	No Slide
D5899	Dentures In Progress - Visits 2, 3, & 4. Includes final impression, wax rims & try-in		
	<b>Other Fixed Partial Denture Services</b>		
D6930	Re-cement fixed partial denture	\$80.00	No Slide

**Oral Surgery**

D7111	Extraction, coronal remnants - deciduous tooth	\$54.00	\$27.00
D7140	Extraction, erupted tooth or exposed root	\$70.00	\$35.00
D7210	Extraction, surgical removal of erupted tooth	\$150.00	\$75.00
D7250	Surgical Removal of Residual Tooth Roots	\$110.00	\$55.00
D7286	Soft Tissue Biopsy	\$100.00	No Slide
D7510	Incise & Drainage of Abscess-intraoral soft tissue	\$94.00	\$47.00
D7520	Incise & Drainage of Abscess-extraoral soft tissue	\$134.00	\$67.00

**Adjunctive General Services**

D9110	Palliative (Emergency) Treatment of Dental Pain-minor pro	\$40.00	\$20.00
D9940	Bite Guard	\$275.00	No Slide





Charlie Crist  
Governor

Ana M. Viamonte Ros, M.D., M.P.H.  
Secretary of Health

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**TO:** Members of the Board of County Commissioners *AMR*  
**DATE:** September 1, 2010  
**SUBJECT:** Resolution to Establish the Jefferson CHD 2010/2011 Fee Schedule  
**FROM:** Kim Barnhill, Administrator *KB*  
Jefferson County Health Department

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**DESCRIPTIONS & CONDITIONS**

The Jefferson County Health Department is submitting the attached Proposed Fee Schedule for approval by the Board of Commissioners. The Jefferson County Health Department requests that these fees be effective October 1, 2010. Pursuant to Florida Statutes, Section 154.06 (1), the Board of Commissioners must establish the fee schedule by resolution. As such, a copy of this Resolution shall be signed by the Chairman of the Board, attested by the Clerk of the Board, and recorded in Public Records of Jefferson County Florida.

**ATTACHMENTS**

2010/2011 Proposed Fee Schedule

**Resolution No.**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, ESTABLISHING A FEE SCHEDULE, FOR FEES TO BE CHARGED AND COLLECTED BY THE JEFFERSON COUNTY HEALTH UNIT.**

WHEREAS, the Board of County Commissioners of Jefferson County, Florida Cooperation and participation with the Department of Health as per Chapter 154.06 and 402.33, Florida Statutes, has authorized the Jefferson County Health Department to Collect and deposit fees to the Jefferson County Health Unit Trust Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida, in regular session this \_16\_<sup>th</sup> day of September, 2010 as follows:

1. The fees listed in Exhibit "A" attached hereto and made a part hereof by reference, shall be instituted and imposed by the Jefferson County Health Department.
2. This Resolution shall repeal all prior Resolutions inconsistent or in conflict herewith.
3. A copy of this Resolution shall be signed by the Chairman of the Board, Attested by the Clerk of the Board, and placed in the Public Records of Jefferson County, Florida.
4. After placement in the public records, the clerk of the Board is hereby directed to forward a Copy of this Resolution to the Jefferson County Health Department and the Florida Department of Health.

ATTEST

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

\_\_\_\_\_  
Kirk Reams, CLERK

BY: \_\_\_\_\_  
Danny Monroe, CHAIRMAN

APPROVED AS TO FORM FOR THE  
RELIANCE OF JEFFERSON COUNTY ONLY.



Charlie Crist  
Governor

Ana M. Viamonte Ros, M.D., M.P.H.  
State Surgeon General

**INTEROFFICE MEMORANDUM**

**DATE:**

**TO:** Gary J. Mahoney, Director  
Division of Administration

**FROM:** Kim Barnhill, Administrator  
Jefferson County Health Department

**SUBJECT:** Core Contract Certification

**INFORMATION ONLY**

I certify that no changes have been made to the 2010-2011 Core Contract document or attachments by the Jefferson County Health Department.

I certify that the following changes have been made to the 2010-2011 Core Contract document and attachments by the \_\_\_\_\_ County Health Department as follows:

Page	Paragraph	Document Changes
		(State exact changes to language or new language.)

Page	Section	Attachment Changes
		(State exact changes to language or format.)

\_\_\_\_\_  
Signature (Administrator/Director)

9/9/10  
\_\_\_\_\_  
Date

**Community Development Block Grant  
Housing Assistance Plan  
for  
Jefferson County**

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## I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of **Jefferson County** Community Development Block Grant (CDBG) program. The responsibilities of **Jefferson County** the homeowner, construction contractor and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in **Jefferson County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

## II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

### A. *Objectives*

The objectives of the **Jefferson County** Housing Rehabilitation Program are:

1. To encourage the revitalization of very low to low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
2. To remove unhealthy or hazardous conditions in low-to-moderate income households.
3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
4. To preserve existing housing stock, or replacement of substandard housing.
5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
6. To reduce utility costs and to improve the comfort of very low to low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in low-to-moderate income neighborhoods.
8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements, and as good judgement may dictate.
10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.
11. To incorporate the following "Green" Rehabilitation Standards
  1. Any appliances replaced or installed shall be Energy Star.
  2. Any door and/or window replaced or installed shall be Energy Star.
  3. Any lighting fixture replaced or installed shall be Energy Star.
  4. Weatherization of all homes rehabilitated. At a minimum, weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. Other weatherization activities are at the local government's option. (New home construction is presumed to meet the minimum insulation and sealing requirements.
  5. Any replaced or new (for new home construction) HVAC unit shall have a SEER rating of at least 14.

**B. *Rehabilitation Policies***

It is the policy of the **Jefferson County** Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
  - 1) that property owners hold the primary responsibility for maintaining their property and personal finances.

- 2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors, and employees; and
  - 3) that any assistance provided must be authorized at the proper level.
4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force or the **Jefferson County Board of County Commissioners** shall share in proceeds or benefits of CDBG funded rehabilitation work.
  5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Jefferson County Board of County Commissioners** may waive program rules only when the result will be consistent with established goals and objectives and applicable federal, state, or local regulations.
  6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

### **C. Identification of Units**

Housing Rehabilitation will take place only on units approved by **Jefferson County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Jefferson County** will solicit applications either from other housing assistance providers that have knowledge of need within **Jefferson County**, by placing notices in public areas throughout **Jefferson County** and/or by advertising in publicly circulated publications. **Jefferson County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and, if so, when and under what circumstances? A former recipient cannot be assisted for ten years and, in any event, will not be served again until all other eligible recipients have received assistance.
2. Number of persons in the family and the family income.
3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence, and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, but will be restricted to



replacement of said structure with a site built home, unless specifically prohibited by local or state regulations.

4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
5. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
6. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
7. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
8. Does the recipient have clear title to the property?
9. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes or if other evidence suggests the structure is more than 50 years old, **Jefferson County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
10. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
11. This program will not assist in the rehabilitation or replacement of rental housing structures.

***D. Approval of Ranking, and Removal of Units from the Program***

The Housing Rehabilitation Specialist and the Project Administrator shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force, and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered.

The Housing Rehabilitation Specialist or the Project Administrator may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is

determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

### III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Jefferson County** Commission, Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Jefferson County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur, and these names must be included in the minutes of both the Council and the CATF meetings. The **Jefferson County** Commission and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Jefferson County** Commission. Before an applicant with a potential or real conflict is given final approval for participation, **Jefferson County** must notify the Department of Community Affairs (DCA) in writing. Prior to any rehabilitation, **Jefferson County** must receive written notification of DCA's approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

### IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

#### **A. *Deferred Payment Loans (DPL)***

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the five years.

In the event that the sole owner dies or both/all owners die within the five-year loan period, repayment of the loan will not be required.

If repayment of a DPL becomes due, the prorated principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Jefferson County Board of County Commissioners** may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the cost of rehabilitation.

The maximum DPL for an owner-occupied single family dwelling is \$80,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to \$60,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than \$60,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit or if the Administrator determines that the situation does not require a contingency fund.

#### ***B. Scope of Rehabilitation Assistance***

CDBG financing of housing rehabilitation is available for the following purposes:

1. correcting local housing code (Florida Building Code) and Section 8 standard violations;
2. providing cost effective energy conservation features;
3. provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible; and

4. correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards;

New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner who must deposit the funds with the local government before the improvements begin if the improvements are to be a part of the rehabilitation contract.

General property improvements that are paid for by the property owner must be included in the Contract for Rehabilitation that is developed and administered by the Housing Rehabilitation Program. However, ineligible new construction must be contracted separately. The property owner must also deposit the necessary funds to cover the additional improvements into the local government's program account. This must be done prior to construction. Otherwise, the addition items will not be included in the construction. Furthermore, any construction not covered in the construction contract will be inspected by the local Building Inspector but will not be inspected by the Housing Rehabilitation Specialist.

## V. QUALIFICATIONS

### A. *General*

In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must reside in the dwelling to be rehabilitated for at least one year prior to the time of application.
4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect for one year of the Deferred Payment Loan Agreement. Any unit to be addressed with rehabilitation funds must be elevated to at least 1' above base flood elevation (or to local code) whichever is greater.
6. All applicants that may have a business or familial relationship with a member of the **Jefferson County Board of County Commissioners**, the Citizen Advisory Task Force Committee, Housing Rehabilitation Specialist, Program Administrator and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs, and definitely before a construction contract is executed.
7. If a boundary survey is required, the owner is responsible for providing necessary proof or documentation at the owner's expense.
8. Residents and owners of rental property are not eligible to participate in the program.

**B. Household Income**

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.
2. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
3. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

## VI. STRUCTURAL REQUIREMENTS

### A. *General*

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and
2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
  - a) correct all violations of the local housing code and Section 8 standards;
  - b) provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead based paint. If lead based paint is found, interim control procedures will be used for all houses rehabilitated at or below \$25,000. Houses above \$25,000 will be rehabilitated using abatement procedures. The occupants will be notified of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements, and appropriate abatement procedures;
  - c) meet applicable local zoning requirements, as well as local, state, and federal housing code requirements for rehabilitation work;
  - d) leave at least 20% of the original structure based upon the formula provided in this chapter;
  - e) not exceed the program costs noted in this chapter; and
  - f) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.
  - g) New Construction or substantial improvement of any residential building (or manufactured home) located within the 100 year flood plain shall have the lowest floor, including basement elevated no lower than (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided.

## **B. Structural Integrity**

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced, and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25% replacement of the flooring system equals 5% replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current DCA contract requirements.

## **C. Cost Feasibility**

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging but must be specifically approved by the **Jefferson County Board of County Commissioners** as exceeding the described limits.

- \$80,000 per single family detached house
- \$60,000 per unit of a two-to-four unit complex
- \$52,000 per unit of a triplex or quadraplex

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed \$40 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

## VII. PROCEDURES

### **A. *Application and Inspection***

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the Housing Rehabilitation Specialist will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Housing Rehabilitation Specialist and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

### **B. *Bidding***

Bidding of potential cases is conducted by the Housing Rehabilitation Specialist. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.



A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not preformed, as contractors must be pre-qualified.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated or inspect the house under the owner's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. The Housing Rehabilitation Specialist will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate.

**Jefferson County** and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Jefferson County**. The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

- 1) the anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- 2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Jefferson County Board of County Commissioners** if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

### **C. Contracting and Rehabilitation**

The Housing Rehabilitation Specialist presents each case to the **Jefferson County** designated representative before the DPL and contract are signed. The DPL amount, contract amount, contractor and owner eligibility are all approved by the designated representative.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Jefferson County Board of County Commissioners**.

The DPL and the Notice of Commencement are recorded immediately. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

***The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. When temporary relocation of the occupants is required, the Notice to Proceed will be delayed until the house is vacated. The contract time of performance (generally 30 - 45 days) begins with issuance of the Notice to Proceed.***

#### ***D. Inspections***

Periodic inspections of the rehabilitation construction are performed by **Jefferson County** and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the Housing Rehabilitation Specialist prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

#### ***E. Change Orders***

***Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by the Housing Rehabilitation Specialist and the designated representative. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense.***

#### ***F. Payment***

Contracts of \$10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$10,000 allow a partial payment upon satisfactory completion of 60% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Housing Rehabilitation Specialist, designated representative and the Administrator.

<u>Construction Completion</u>	<u>Payment Schedule</u>	<u>Percentage of Funds Paid</u>
Less than 60%		0 %
60%		40%
100%		80%
100%		100%-After Certificate of Occupancy is issued and all punch list items are completed

Approval of a partial payment requires:

1. a determination by the Housing Rehabilitation Specialist and the designated representative that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;
2. approval of the work by the owner; and
3. an affidavit from the contractor stating that either:
  - (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
  - (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the Housing Rehabilitation Specialist, and designated representative;
2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);
3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;

4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;
5. completion of all punch list items; and
6. an affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. A record of all pertinent information shall be presented to the Citizen Advisory Task Force for their review in accordance with the Complaint Procedures set forth in its Bylaws. The **Jefferson County Board of County Commissioners** has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the **Jefferson County Board of County Commissioners** should be filed with the Department of Community Affairs, as set forth in the CATF policies and procedures. Sufficient documentation to this effect shall be placed in the case file.

#### ***G. Disputes and Contract Termination***

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

#### ***H. Follow-Up***

After completion of the contract, it is the owner's responsibility to notify the contractor in **writing** of any defect in the work or material. The owner is also requested to notify the Housing Rehabilitation Specialist or the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Housing Rehabilitation Specialist. Upon receiving notice from the owner that the complaint has been satisfied, the Housing Rehabilitation Specialist will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

## VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

### **A. General**

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

### **B. Clearance**

Requirements are identified by the Housing Rehabilitation Specialist and are included in the replacement unit bid package. In this way, the same contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

### **C. Permanent Relocation/Demolition Relocation**

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. **Jefferson County Board of County Commissioners** will decide with the Housing Rehabilitation Specialist on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the Housing Rehabilitation Specialist prepares bid specifications based on owner input from review of available plans from the contractors. Bidding contracting and inspections then proceed as in the rehabilitation process.

#### **D. Differences**

A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the owner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the owner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the owner as soon as possible.

2. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

4. Cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits that may not be exceeded without approval from the **Jefferson County Board of County Commissioners** are:

- (a) four or more bedrooms - \$90,000
- (b) three bedrooms - \$85,500
- (c) two bedrooms - \$82,500

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are

above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

## IX. CONTRACTOR LISTING

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

### **A. Recruiting**

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

### **B. Contractor Eligibility**

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and by the Florida Department of Community Affairs.

Basic contractor qualifications include:

1. Current license(s) with the appropriate jurisdiction;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;

3. Insurance: Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law. A certificate evidencing Auto Insurance including bodily injury in an amount not less than \$1,000,000 per accident and in the aggregate. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence. Copies of certificates shall be provided to the County. The Contractor shall provide the County with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage.
4. A satisfactory credit record, including:
  - (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
  - (b) references from three (3) subcontractors who have subcontracted with the contractor; and
  - (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DCA;

The Housing Rehabilitation Specialist will assure that current and past performance of the contractor are satisfactory based upon readily available information and reserves the right to check any reliable source in establishing such determination.

The Housing Rehabilitation Specialist will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

**C. Disqualification**

Contractors may be prohibited or removed from program participation for:

1. poor workmanship or use of inferior materials;



2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. disregarding contractual obligations or program procedures;
6. loss of license(s), insurance or bonding;
7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. abandonment of a job;
9. failure to complete work in a timely manner;
10. inability or failure to direct the work in a competent and independent manner;
11. failure to honor warranties;
12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DCA;
13. other just cause that would expose the Program or owner to unacceptable risk;
14. failure to respond to a minimum of three (3) consecutive requests for bids;  
or
15. at the contractor's request.

## X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Jefferson County** Community Development Program; since **Jefferson County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Jefferson County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

## XI. APPEALS/COMPLAINTS

The Housing Rehabilitation Specialist, the designated representative and the Program Administrator are authorized by **Jefferson County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Housing Rehabilitation Specialist or the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 45 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Jefferson County** Citizen Advisory Task Force (CATF) in accordance with the Complaint Procedures set forth in its Bylaws. If the complaint cannot be resolved by the CATF, the **Jefferson County Board of County Commissioners** will review the grievance and make a decision based upon program regulation, local policies, and the availability of funds. Further appeals, if necessary, must be addressed to the Florida Department of Community Affairs.

## XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the Housing Rehabilitation Specialist during the CDBG period of agreement. After the expiration of the agreement between **Jefferson County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Department of Community Affairs. Program income or DPL payment received subsequent to closeout will be returned to the Department of Community Affairs unless the state's program income regulations are changed.

## XIII. PROPERTY ACQUISITION POLICY

### A. *Voluntary*

**Jefferson County** may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The City shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

Voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Jefferson County Board of County Commissioners** is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Jefferson County Board of County Commissioners** prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;
2. describe the purpose of the purchase;
3. specify all terms and conditions of sale, including maximum price;
4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. announce a time and place for offers to be accepted; and
6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than \$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. **Jefferson County Board of County Commissioners** must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Jefferson County Board of County Commissioners** that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

#### ***B. Non-Voluntary Acquisition Plan***

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Jefferson County** separate policy on this subject.

#### ***C. Timing/Planning***

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project.

It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Jefferson County Board of County Commissioners** shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The following data will be provided by housing unit and summarized by activity as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.):

- | Address of each housing unit rehabilitation with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.
- | Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- | The number of occupants in the household, categorized by sex; and
- | The racial demographics of the household by number (White, Black, Hispanic, Asian/Pacific Islander, or American Indian/Alaskan Native.)

This Housing Rehabilitation/Replacement Policies and Procedures Manuel is adopted this **15<sup>th</sup> Day of July, 2010.**

ATTEST:

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**Danny Monroe, Chair**

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**Kirk Reems, Clerk of Courts**

## **APPENDIX A**

### **Point Values to be Used in Ranking Applicants**

Handicapped and elderly persons on fixed income within established very low income (VLI) guidelines (13 points)

Elderly persons on fixed income within established VLI guidelines (12 points)

Handicapped or disabled persons within established VLI guidelines (11 points)

Households with handicapped or disabled dependents within established VLI guidelines (10 points)

Handicapped and elderly persons on fixed income within established low to moderate income (LMI) guidelines (9 points)

Elderly persons on fixed income within established LMI guidelines (8 points)

Handicapped or disabled persons within established LMI guidelines (7 points)

Households with handicapped or disabled dependents within established LMI income guidelines (6 points)

Households within established VLI guidelines (5 points)

All others within established VLI guidelines (4 points)

Households within established LMI guidelines (3 points)

All others within established LMI guidelines (2 points)

Any homeowner or physical residence that has received state or federal housing assistance within the last 10 years regardless of age, handicap, or income level (1 point)

***Jefferson County SHIP applicants residing within the Jefferson County that have not received SHIP assistance from Jefferson County will have 10 points added to their calculated household score.***

*In the event of a tie, the household with the largest number of residents shall prevail. If a tie still exists, then the household with the lowest income shall prevail.*

**Adopted \_\_\_\_\_ by Jefferson County Commission.**

**STATE OF FLORIDA**  
**DEPARTMENT OF COMMUNITY AFFAIRS**

Contract Number: 11DB-L4-02-43-01-H30

CFDA Number: 14.228

Rule Chapter: 9B-43, Florida Administrative Code

Effective: June 6, 2010

**FFY 2009 FEDERALLY-FUNDED SUBGRANT AGREEMENT**

**Housing Rehabilitation**

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and **Jefferson County** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) **SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment I of this Agreement and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on **July 22, 2010**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.



(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and  
Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

**(7) REPORTS**

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take

other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) **MONITORING**

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) **LIABILITY**

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) **TERMINATION**

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) **NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Steve Fellerman, Financial Specialist  
Florida Small Cities CDBG Program  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850/922-1881 - Fax: 850/922-5609  
Email: Steve.Fellerman@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

*Roy Schleicher, County Coordinator*  
*Jefferson County*  
*445 West Palmer Mill Road*  
*Monticello Florida, Florida, 32344*  
Telephone: 850/342-0287 - Fax: 850/342-0225  
Email: [Rschleicher1@aol.com](mailto:Rschleicher1@aol.com)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.  
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **\$700,000.00**, subject to the availability of funds.
- (b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application.
- (c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.
- (d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.
- (e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Fiscal Management  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.



(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Department (by e-mail or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) **LOBBYING PROHIBITION**

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE**

Contract Number: 11DB-L4-02-43-01-H30

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**Jefferson County**

**DEPARTMENT OF COMMUNITY AFFAIRS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: Danny Monroe

Name: Michael Richardson

Title: Chairman

Title: Assistant Secretary and Acting Director,  
Division of Housing and Community  
Development

Federal Tax ID#: \_\_\_\_\_

DUNS#: \_\_\_\_\_

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*Separately list the following information for each federal program from which the resources awarded to the Recipient originate:*

	<b>Florida Small Cities Community Development Block Grant Program</b>
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$700,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

*Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:*

<b>Compliance Requirement</b>	<b>Program</b>
<i>1. The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R. Subpart I, Sections 570.480 – 570.497.</i>	Small Cities CDBG
<i>2. The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>	

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

*NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.*

**ATTACHMENT A**  
**Scope of Work and Budget**





## ATTACHMENT B

### State and Federal Statutes and Regulations

**By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:**

#### State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, F.S.;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla. Admin. Code;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et. seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on Federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

**ATTACHMENT C**  
**Recordkeeping**

N/A

## **ATTACHMENT D**

### **Reports**

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be completed on the Department's Request for Funds form and submitted in a pdf format via e-mail by an authorized signatory. Requests for Funds received via e-mail will only be accepted from an e-mail address that is reflected on the Signature Authority form. The Request for Funds must be submitted to the following departmental e-mail address: [CDBG@dca.state.fl.us](mailto:CDBG@dca.state.fl.us). In addition, a copy of the request shall be e-mailed to your grant manager with the Department.

**ATTACHMENT E**  
**Justification of Advance Payment**

**N/A**

**ATTACHMENT F**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

**Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR§85.36(d)(2)(ii)E].

**Codes of Conduct**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**Licensing and Permitting**

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**ATTACHMENT G**



**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
(Sub-Contractor's Name)

\_\_\_\_\_  
(Recipient's Name)

\_\_\_\_\_  
(Authorized Signature)      Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(DCA Contract Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)



**ATTACHMENT H**  
**Statement of Assurances**

N/A

**ATTACHMENT I**  
**Activity Work Plans**

**(Replace this page with your  
Activity Work Plan.)**

**ATTACHMENT J**  
**Program, Category Specific, and Special Conditions**

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget and Scope of Work) and Attachment I (Work Plans).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Sub-grant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
  - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
  - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
  - e. Completed and signed final evaluation/ranking forms;
  - f. Commission minutes approving contract award;
  - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
  - h. Contract (signed or proposed);
  - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - j. If a protest was filed, a copy of the protest and documentation of resolution;
  - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
  - l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
  - m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date of this agreement.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:

- a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
  - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-430031(1), Florida Administrative Code.
  6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
  7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
  8. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
  9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
  10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
  11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
  12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
    - a. The property may contain lead-based paint;
    - b. The hazards of lead-based paint;

- c. The symptoms and treatment of lead poisoning;
  - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
  - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
  14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
    - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
    - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
  15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
  16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
  17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
  18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
  19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

**For Housing Rehabilitation Grants Only**

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.

3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
  - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
  - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
  - a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
  - b. Whether the household head is female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the household by number (white, African American, American Indian or Alaskan Native, Native Hawaiian Pacific Islander, American Indian or Alaskan Native and white, Asian and white, African American and white, American Indian/Alaskan Native and African American, other multi-racial or Hispanic).
7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of SHIP applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

**Special Conditions**

1. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.
2. Before drawing more than \$5,000 in grant funds, the County's entire Comprehensive Plan must be designated as its Community Development Plan. Or, the County may develop a separate Community Development Plan.
3. Before drawing more than \$5,000 in grant funds, revise the Housing Assistance Plan to define household to include all persons living in the house regardless of their relationship to each other.

## ATTACHMENT K

### Civil Rights Compliance Assurance

#### **Fair Housing**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls,
  - c) The results of the actions taken, and
  - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office.

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1) Define where discriminatory practices are occurring,
- 2) Help the community measure the effectiveness of its outreach efforts, and
- 3) Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Presentations at schools, civic clubs, and neighborhood associations,
- Distributing fair housing materials at libraries, fairs, and businesses,
- Print a fair housing notice on utility bills mailed to residents, and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Recipients shall document the fair housing activities and include information about the activities in the comment section of their quarterly report.

#### **Equal Employment Opportunity**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and



- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The recipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website: <https://vndorstrator.dms.myflorida.com/directory>.

#### **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

#### ***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Statutes**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
6. Age Discrimination Act of 1975;
7. Executive Order 12892 – Fair Housing;
8. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
9. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
10. Executive Order 11063 – Equal Opportunity in Housing;
11. Executive Order 11246 – Non-discrimination; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Jefferson County shall comply will all of the provisions and Federal regulations listed in this attachment.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: Danny Monroe

Title: Chariman

**ATTACHMENT L**  
**Signature Authorization Form**

**(Replace this page with a completed  
Signature Authorization Form.)**

**ATTACHMENT I – Activity Work Plan**

**Recipient:**

**Date Prepared:**

**Contract Number:**

**Project Budget: \$**

Date Start (month/year)	Date End (month/year)	Describe Proposed Action to be completed by the "Date End." <i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i>	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"

Note: More than one activity may be included per form.

**ATTACHMENT L – Signature Authorization Form**

**Submit an original Signature Authorization Form with each copy of the contract.**

Recipient:		Contract Number:		Funding Source: <input checked="" type="checkbox"/> Small Cities CDBG	
Mailing Address (Street or P.O. Box):				Local Government DUNS #:	
City, State, and Zip Code:					
Project Contact Person:		Telephone Number: ( ) - Ext:		E-mail Address:	
Financial Contact Person:		Telephone Number: ( ) - Ext:		E-mail Address:	
Requests for Funds (RFFs) require ( <b>check one</b> ): <input type="checkbox"/> <b>one signature</b> <input type="checkbox"/> <b>two signatures</b> of individuals authorized below. RFFs must be submitted via e-mail in a pdf format from the e-mail address of one of the individuals listed below. RFFs submitted from other e-mail addresses will not be processed by the Department.					
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: _____			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: _____			
Name Typed:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs.		E-mail Address: _____			
<b>I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.</b>					
Typed Name:		Date: _____		Signature _____	
<input type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if your local government will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a housing grant, check here if your local government will use an escrow account for housing activities.					
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a> .					
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution:				Account Number:	
Address:				Telephone Number: ( ) -	
City, State and Zip Code:					

Contract Number: \_\_\_\_\_

CFDA Number: 14.228

**Contact Information**

1. Contract Recipient

Chief Elected Official:
Title:
Address:
City, State, Zip Code:
Telephone No: ( ) - Ext:                      Fax Number: ( ) -
E-Mail Address:

2. Chief Financial Officer

Chief Financial Official:
Title:
Address:
City, State, Zip Code:
Telephone No: ( ) - Ext:                      Fax Number: ( ) -
E-Mail Address:

3. Project Contact

Project Contact:
Title:
Address:
City, State, Zip Code:
Telephone No: ( ) - Ext:                      Fax Number: ( ) -
E-Mail Address:



4. Civil Rights Contacts

Fair Housing Coordinator: Title: Telephone No: ( ) - Ext: E-Mail Address:
EEO Coordinator: Title: Telephone No: ( ) - Ext: E-Mail Address:
Section 504/ADA Coordinator: Title: Telephone No: ( ) - Ext: E-Mail Address:

5. Private Consultant (If Applicable)

Consultant Firm: Consultant Contact: Address: City, State, Zip Code: Telephone No: ( ) - Ext:                      Fax Number: ( ) - E-Mail Address:
---------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Administrative Data**

1. Local Government FID Number: \_\_\_\_\_
2. Local Government DUNS Number: \_\_\_\_\_
3. Districts:            United States Congress \_\_\_\_\_  
                                 Florida Senate \_\_\_\_\_            Florida House \_\_\_\_\_

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name:

Street Address:

City, State, Zip:

- 5 Please provide a brief Project Description:

### Civil Rights Profile Sheet

9/8/2010

Recipient Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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

#### Demographic Data

1. Total Number of Local Government Employees: \_\_\_\_\_ *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG funded activities: \_\_\_\_\_
3. Total Number of Local Government Minority Employees: \_\_\_\_\_ *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: \_\_\_\_\_
5. Local Government Population # \_\_\_\_\_ *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: \_\_\_\_\_ *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: \_\_\_\_\_ *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low and Moderate Income in the Local Government: \_\_\_\_\_ *(Counties – do not include populations of incorporated cities.)*

#### For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: \_\_\_\_\_
10. Percentage of Persons of Low and Moderate Income in the Service Area: \_\_\_\_\_

To document civil rights compliance, this profile should be completed and returned to:

Small Cities CDBG Program  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

**Civil Rights Profile Sheet**

9/8/2010

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

**For Economic Development Grants Only (Should be provided at the time of grant completion.)**

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

**For Housing Grants Only:**

5. (Complete column 2 below at closeout using data provided by assisted households.)

Activity Name: \_\_\_\_\_

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic					
Black/non Hispanic					
Hispanic					
Asian/Pacific Islander					
American Indian /Alaskan Native					
Female Head of Household					
Elderly Head of Household					
Handicapped					

## 1. CDBG Subgrant Agreement

The Subgrant Agreement (the Agreement) binds your local government to the proposed CDBG project and requires compliance with all applicable CDBG laws, rules, and regulations. The name and contact information for the Representative of the Recipient has been inserted on page 8 of the Agreement from the information included in the initial application for funding. If you want to change the person who will act as the Representative of the Recipient, contact your grant manager (listed on page 7). **Three copies of the Agreement must be submitted to the Department of Community Affairs (the Department). Original signatures are required on all three copies in three places** – the Subgrant Agreement Signature Page (page 14), the last page of the Civil Rights Compliance Assurance (Attachment K), and the Signature Authorization Form (Attachment L). The three copies of the Agreement must be returned to the Department within 21 days of the local government's receipt of the Agreement. **The documents required in numbers two, three, four, five, six, and seven below must be submitted with the three copies of the Agreement.** Following final signature by the Department, a fully executed copy of the Agreement will be returned to your local government.

Attachment B contains State and Federal Statutes and Regulations. Program, Category Specific, and Special Conditions are contained in Attachment J of the Agreement. Fair Housing, Equal Employment Opportunity, Section 504/Americans with Disabilities Act, and Section 3 requirements are contained in Attachment K. The Representative of the Recipient and other employees of the Recipient who will be working on CDBG activities should become familiar with the laws, regulations, and conditions listed in these attachments, along with the conditions listed in the Agreement.

## 2. Activity Work Plan – Attachment I

An Activity Work Plan must be completed which reflects a time line when activities, including administrative tasks, that are included in the Program Budget (Attachment A of the Agreement) will be completed. Please identify the activities that will take place and the dollar amounts that will be requested from the Department on a periodic basis (use additional forms as needed to reflect all proposed activities). **One copy of the Work Plan must be included with each copy of the executed Agreement.**

The Department reserves the right to reject any proposed work plans that fail to demonstrate an orderly progression of activities over the term of the Agreement.

## 3. Civil Rights Compliance Assurance – Attachment K

The Civil Rights Compliance Assurance attachment requires each Recipient of a CDBG Agreement to certify that it is in compliance with Federal laws related to Fair Housing, Equal Employment Opportunity, Section 504/Americans with Disabilities Act, and Section 3 of the Housing and Urban Development Act of 1968. The Chief Elected Officer of the Recipient must sign each copy of Attachment K certifying that the Recipient shall comply with all provisions listed in the attachment.

## 4. Signature Authorization Form – Attachment L

A Signature Authorization Form with original signatures must be completed for each copy of the Agreement. Once completed, the Signature Authorization Form will be identified as Attachment L of the Agreement. The purpose of this form is to identify individuals in your local government who are authorized to sign Request for Funds, to electronically submit each Request for Funds to the Department, and, if applicable, designate the bank account where CDBG funds are to be deposited.

Unless the local government will use local funds to initially pay for project costs and then request reimbursement from the grant, a separate non-interest bearing checking account must be maintained for each CDBG grant. Each of the individuals authorized to sign checks for the distribution of CDBG funds pursuant to the Agreement must be bonded or insured.

Please identify the non-interest bearing bank account number, bank name, and address, as well as the names and titles of the persons authorized to request funds. A copy of Attachment L, containing the original signatures of the chief elected official and those individuals authorized to request funds and submit same to the Department electronically, must be included with the each copy of the signed Agreement.

## 5. If anyone other than the Chief Elected Official will be authorized to execute the Agreement or to sign amendment requests, reports, or other contractually required documents, a copy of the resolution or other action by the legislative body authorizing the delegation must be attached to the Agreement, unless previously included with the application.

**6. Grant Program Information Form**

The Grant Program Information Form (attached) must be completed. It provides names and contact information for the Chief Elected Official, Chief Financial Officer, Project Contact, Civil Rights Contacts, and the paid consultant (if applicable). The form also requests some administrative data and a brief project description. This information will be used to load data into the CDBG Grants Record Information Tracking System (GRITS). **One copy of the form must be returned with your executed Agreement to the Department.**

**7. Special Requirements**

The Recipient must satisfy the following provisions prior to execution of the Agreement:

- A. Submit **one copy** of the completed Civil Rights Profile Form to the Department to facilitate the Department's civil rights review; and
- B. Submit **one copy** of an executed initial Form HUD-2880 to the Department, pursuant to **24 CFR Part 12**.

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

## Part I Threshold Determinations

- |                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).<br><input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9<br><input type="checkbox"/> Yes <input type="checkbox"/> No. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)
---------------------	--------------------

**Public reporting burden** for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

**Note:** This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

## Instructions

### Overview.

**A. Coverage.** You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

**B. Update reports (filed by "Recipients" of HUD Assistance):**

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

### Line-by-Line Instructions.

#### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

#### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

#### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

**A. Other Government Assistance.** This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

**B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of



funds typically include (but are not limited to) foundations and private contributors.

### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

**Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

#### Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

## **MEMORANDUM**

**TO:** Jefferson County Board of County Commission  
**FROM:** William "Bill" Tellefsen, Planning Official  
**SUBJECT:** American HunterInc.  
**DATE:** September 10, 2010

---

### **Description**

The application is for a major development consisting of a warehouse and office space located in the Industrial Park off of US 19 South on Industrial Park Road. The property is on parcel number 12-1N-4E-0000-006I-0000. The development application is complete and includes a site plan drawing of the new proposed 40,000 square foot facility along with an additional 40,000 square foot warehouse and office space for future development for review. It should be noted that the site is consistent with the present use which is presently zoned Industrial.

### **Legal Notices**

The development application has been advertised in the local newspaper and signs have been posted regarding the proposed warehouse and office space. All property owners within 500 feet have been notified by certified mail regarding the proposed development. Post Office receipts were returned and are included in the file.

### **Surrounding land use:**

The Future Land Use Map classification of the property is Industrial. An aerial photograph of the surrounding area is attached for your convenience and the surrounding existing land uses are as follows:

North- Industrial, Mix Use Business-Residential  
South- Industrial, Agriculture 5  
East- Mix Use Business-Residential  
West- Industrial, Agriculture 5

### **Transportation Circulation**

Industrial Park Road is a two lane paved road that provides access to the site. No change in the road driveway access is proposed.

### **Stormwater Drainage**

It should be noted that the property for the proposed development is within Zone "X" as indicated on the current Flood Insurance Rate Map for this area. The site generally drains by a stormwater drainage from the north side of the property to the West side of US 19 South. A Stormwater permit provided by the county will be obtained from the Florida Department of Environmental Protection.

**Water and Sewer**

The City of Monticello will provide central water and sewage hook-up for the property.

**Additional Information**

Attached for your convenience is a copy of the property appraiser's parcel information, parcel map, aerial photographs and the site plan submitted.

**Action Needed by the Board of County Commissioners:**

Site Plan review and approval, disapproval or approval with conditions.

**Planning Commission Action at their September 9, 2010 meeting:**

**The action taken by the Jefferson County Planning Commission is included on the attached minutes. Mr. Wheeler made a motion to approve the major development with staff's recommendations. The motion was seconded by Mr. Chancy. The motion passed by all attending the meeting.**

**Staff Recommendation:**

**Approval of the proposed development subject to the following conditions:**

- 1. The applicant will develop and use the property only as indicated on the site plan drawings submitted with the application.**
- 2. The county will protect the interests of nearby residents from the risk of increased flooding by provision of adequate drainage facilities for the commercial development as determined by the Florida Department of Environmental Protection.**

Attachments: Property Appraiser parcel map  
Aerial photograph  
Future Land Use Map  
Staff Recommendation Report  
Planning Commission Minutes for September 13, 2007

Minutes  
September 9, 2010  
Jefferson County Planning Commission  
Jefferson County Courthouse Annex

Chairman George Cole called the meeting to order at approximately 7:10 PM. Mr. Cole led those present in an opening prayer and the Pledge of Allegiance to the Flag.

In attendance at this meeting were:

COMMISSIONERS

George Cole, Chairman  
Corwin Padget, Vice Chairman  
John F. Walker  
Thomas H. Chancey  
Bud Wheeler  
Cindy Lee

OTHERS

Bill Tellefsen, Planning Official  
Scott Shirley, Attorney  
Diana Bullock, Planner II  
Kathy Lollar, Planner I  
Julie Conley  
Bill Waters, Attorney & his clients  
Others of the general public

Chairman Cole called for additions, corrections, or changes to the Minutes of the July 8, 2010 Planning Commission Meeting. There were no suggestions. Commissioner Bud Wheeler made a motion to approve the minutes as submitted. Commissioner Chancey seconded the motion. A vote was taken and the minutes were unanimously approved.

The next item on the agenda was a review of a site plan submitted by American Hunter, Inc. for construction of a warehouse located on property in the Jefferson County Industrial Park.

Mr. Tellefsen was recognized by the Chair and gave a brief overview of the project and indicated that it met all of the necessary criteria for approval. This approval for the initial 40,000 square foot building would also include a conceptual approval for the second 40,000 square foot building to be constructed at a later date. Mr. Tellefsen indicated that during the period of time following the legal notification to property owners within five hundred feet of this project he had received one phone call and one person came to the office to discuss this project. Neither one of the persons objected to the project.

Julie Conley representing the EDC and American Hunter, Inc. was recognized by the Chair. She indicated that she would encourage the Commission to approve this project and offered to answer any questions the Planning Commission might have.

Attorney, Bill Walters was recognized by the Chair. Mr. Walters indicated that he had been retained very recently to represent several families (Fuller, Tower, and Hall & Lawton) that own property and reside on Vista Road. His clients expressed serious concern regarding the storm water impact on their properties, as well as their access through Industrial Park Road. Mr. Walters indicated that this project would substantially de-value their property.

Mr. Walters' comments prompted a very lengthy discussion regarding this site plan. Planning Commission Attorney, Scott Shirley stated that the Planning Commission has no authority over roads and that their concern should be addressed at the public hearing to be held by the Board of County Commissioners on September 16, 2010. Commissioner John Floyd Walker suggested that we change one of the approval conditions to include some protection for these families regarding their storm water concerns. Mrs. Nita Howard was recognized by the Chairman and provided a personal perspective on the conditions of the roadway in her area. She is not opposed to growth in Jefferson County but has very strong concerns about how this particular project will affect her and others in the area.

After further discussion about the storm water concerns, it was decided that the wording on the Staff Recommendation, Item 2 would be changed. Attorney Scott Shirley provided the terminology:

Item 2 as previously written:

The county will provide adequate drainage facilities for the commercial development as determined by the Florida Department of Environmental Protection.

Item 2 with new language:

The county will protect the interest of nearby residents from the risk of increased flooding by provision of adequate drainage facilities for the

commercial development as determined by the Florida Department of Environmental Protection.

Commissioner Bud Wheeler made a motion to approve the project with the changes to item 2, as provided by the attorney. Commissioner Chancey seconded the motion. There was continued discussion following the motion. Mr. Hall was recognized and inquired about the amount of impervious surface for the project. He suggested that the amount of impervious surface could be lowered by using other materials.

The Chairman called for a vote on the motion that was on the table. The motion was unanimously approved.

Chairman Cole discussed the upcoming changes in regulations as a result of amendments to the Comprehensive Plan to be implemented in the Land Development Code and his desire for the Planning Commission to be proactive regarding the work. Vice-Chairman Corwin Padgett will begin the work of a strike and add for Chapter 1 to review at the October meeting. The work will begin with the changes mandated by the Comprehensive Plan.

Vice-Chairman Padgett inquired about the status of the EAR. Attorney Scott Shirley indicated that we should receive the final approval soon and commended the Planning Commission for their good work on the amendments.

Commission John Floyd Walker made a motion to adjourn. Vice-Chairman Padgett seconded the motion. The meeting adjourned at approximately 8:00 PM.

Respectfully submitted,

---

Kathy Lollar, Planner I

---

George Cole, Chairman



**PLANNING AND ZONING DEPARTMENT**  
**JEFFERSON COUNTY/CITY OF MONTICELLO**  
445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

Phone: (850) 342-0223  
Fax: (850) 342-0225

August 18, 2010

Re: American Hunter, Inc.

Dear Property owner:

A parcel of land located within approximately 500 feet of your property is under consideration for a Site Development Review. The proposal is a parcel containing approximately 7.4 acres located on the south side of Industrial Park Road, off of South Jefferson Hwy in Jefferson County on parcel number 12-1N-4E-0000-0061-0000 (directly west of and adjacent to the Con-Way Transportation SVC, INC. site). The proposal consists of 40,000 square feet of warehouse and office space with an additional 40,000 square feet of warehouse and office space for future expansion.

See enclosed location map and aerial photo.

If you have any comments concerning the proposed site development, please provide them to the Jefferson County Planning Office at the above address. You may also present concerns about the project to the Jefferson County Planning Commission when they review and make their recommendation to the Jefferson County Board of County Commissioners. The Planning Commission meeting on this project is scheduled for September 9, 2010 at 7:00 p.m. in the Jefferson County Courthouse annex located at 435 West Walnut Street, in Monticello, Florida. The Board of County Commissioners meeting is scheduled for 7:00 PM, September 16, 2010, in the Jefferson County Courthouse at the Courthouse Circle in Monticello.

Either meeting may be continued as necessary. From the Florida "Government in the Sunshine Manual", page 36, paragraph c: Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. Thank you.

Sincerely,

William C. "Bill" Tellefsen  
Planning Official

Enclosure: Location Map and Aerial Photo  
WCT/db

Legal Advertisement for publication in the Monticello News on August 25, 2010 and Posting in the Jefferson County Courthouse Bulletin Board.

### **Notice of Public Hearing**

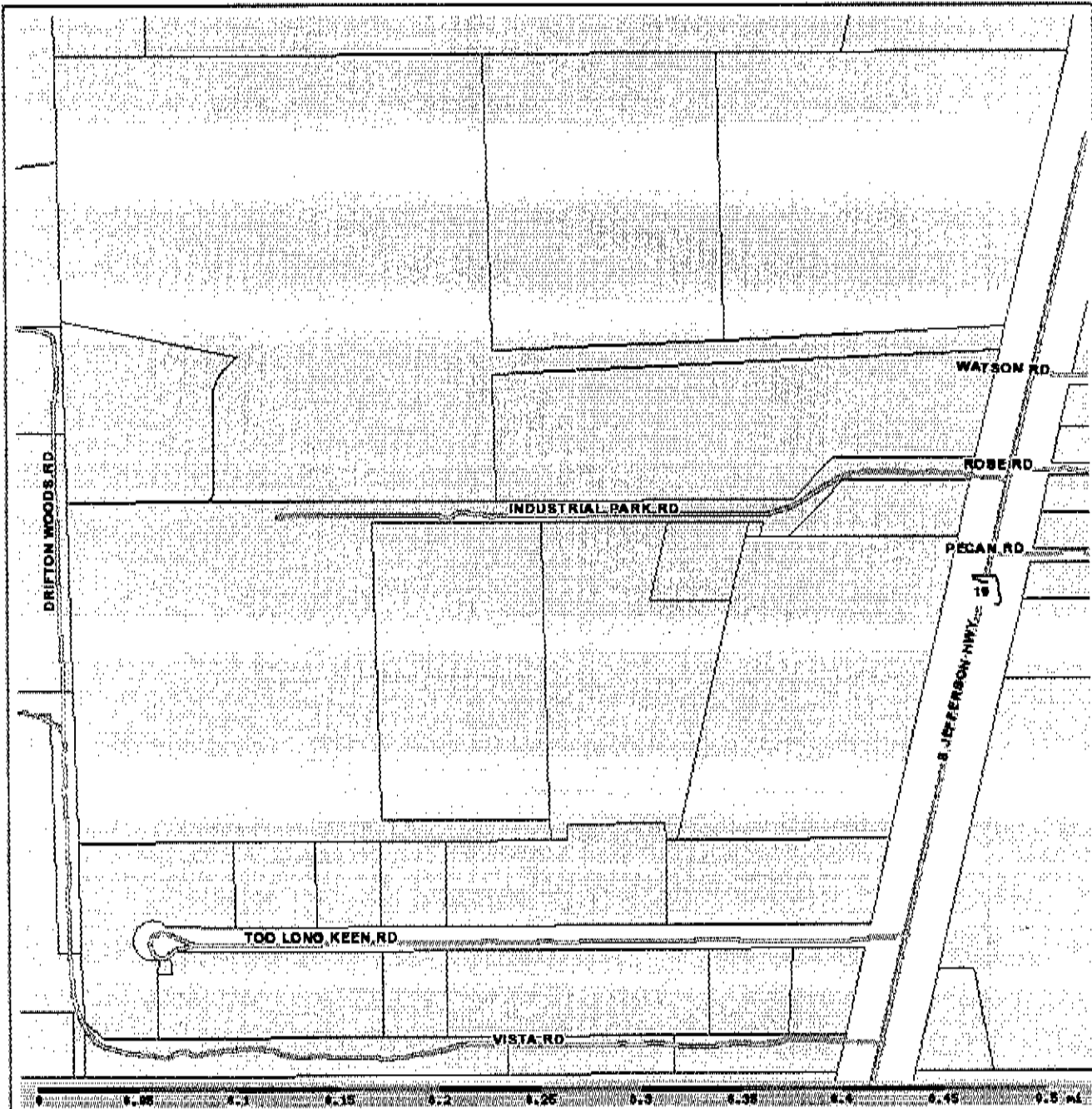
The Jefferson County Planning Commission will review and make a recommendation to the Jefferson County Board of County Commission regarding a proposed site development for American Hunter, Inc. The proposal is to be located off of Industrial Park Road on parcel number 12-1N-4E-0000-006I-0000. Interested parties may present their concerns at the Jefferson County Planning Commission meeting on September 9, 2010 at 7:00 p.m. in the Jefferson County Courthouse Annex located at 435 West Walnut Street in Monticello, Florida 32344.

The Jefferson County Board of County Commission will review and make a decision regarding a proposed site development for American Hunter, Inc. The proposal is to be located off of Industrial Park Road on parcel number 12-1N-4E-0000-006I-0000. Interested parties may present their concerns at the Jefferson County Planning Commission meeting on September 16, 2010 at 6:00 p.m. in the Jefferson County Courthouse Annex located at 435 West Walnut Street in Monticello, Florida 32344.

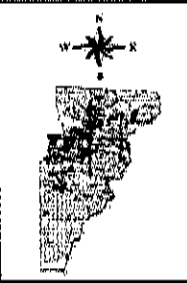
From the Florida "Government in the Sunshine Manual", page 36, paragraph c: Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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.

Prior to the meeting interested persons may contact the Jefferson County Planning and Building Department at 850-342-0223 or write the Department at 445 West Palmer Mill Road, Monticello, FL 32344 and provide comments. The development proposal may be reviewed during business hours at the Department office.





2009 Certified Values		NOTES:
NONE		



This information, Updated: 7/30/2010, was derived from data which was compiled by the Jefferson County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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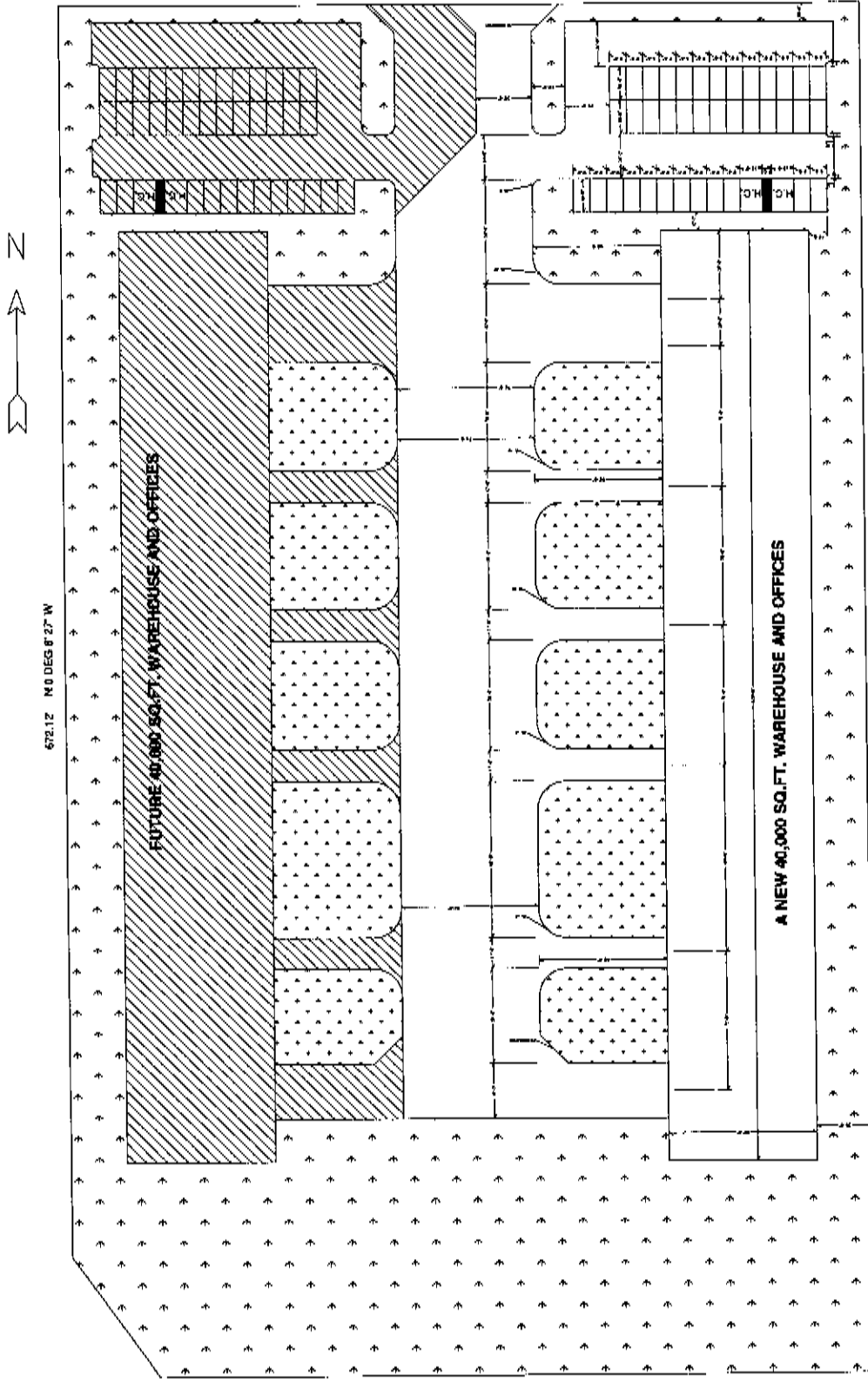
BATES  
ENGINEERING, L.L.C.  
121 GUYMAN N  
MONTICELLO, FL  
32304  
(904) 933-7288

**SITE PLAN**  
AMERICAN HUNTER, INC.

SCALE 3/8" = 10'



# INDUSTRIAL PARK ROAD CONCEPTUAL



TOTAL AREA 345,500 SQ. FT. / 7.26 ACRES  
TOTAL IMPERVIOUS 144,588 SQ. FT.

CONWAY TRUCK TERMINAL

Jefferson County Fire Rescue  
Monthly Department Report

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TO: Mr. Roy Schleicher  
County Coordinator

DATE: 13 September 2010

SUBJECT: Department Directors Report

FROM: Mark Matthews, Chief  
Jefferson County Fire Rescue

REFERENCE: AUGUST 2010 Report  
ATTACHMENTS: 0

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**JCFR CALLS FOR SERVICE THIS MONTH**

2010	AUGUST	Y.T.D.
FIRE	46	404
EMS	203	1642

**AUGUST 2010 EMS COLLECTIONS - \$71,737.01**

**FY 2010 EMS COLLECTIONS TO DATE - \$569,499.17**

**FIRE SAFETY INSPECTIONS** Two day cares were inspected by request for their re-licensesure and two new day cares were inspected.

**AMBULANCE GRANT** The new ambulance and the used ambulance are scheduled to be picked up the second week of September.

**BAD DEBT COLLECTIONS** Jefferson County Fire Rescue along with the Coordinators Office is looking into the feasibility of outsourcing the collecting of unpaid ambulance bills. This could also apply to other County Departments that have unpaid fees for service or other monies owed to them. We plan to have this information ready for the Board in October.

**F/Y 09/10 BUDGETS** Barring any unforeseen expenses, both the EMS and Fire budgets will end this year well under budget.

## Jefferson County Public Library Monthly Report for August, 2010

### Statistics of interest

- Door count 8965
- Materials checked out NA
- Computer usage 3482
- Materials catalogued 110
- Materials purchased 0

### Community Room Usage

- BP Town Hall Meeting
- Health Department
- JC Educational Foundation
- Quilters
- Weight Watchers
- Students Working Against Tobacco
- Elder Care
- Catholic Services
- Monticello Writer's Group
- Community Action Coalition

### Projects

- Outreach to JES and new TCC Innovation Academy
- Completed weeding of outdated nonfiction materials; all shelves reconfigured
- Weeded oversize section; dismantled shelf and secured new one to wall
- Magazine/newspaper reading nook relocated to other side of library
- Relocated two computers with adult seating to children's area for caregivers
- New materials acquisitions lists being prepared for purchase in new fiscal year
- Worked on finalizing state aid grant application

### Other

- Met with new Opportunity School Director; will be meeting with students on a weekly basis
- Two separate two week keyboarding camps for kids and adults very well attended
- Participated in JC Elementary Open House with meet and greet for parents/students
- Offered to the public classes in basic computer skills, Excel, and Dreamweaver
- Staff member Natalie Binder wrote a grant for another computer lab
- Book Club met to discuss featured title
- Monthly Friends meeting held August 6
- Old security gates removed and new tile installed in entry
- Police called in twice because of unruly teens in the computer lab
- Multiple library security cameras ordered through Sonitrol

**JEFFERSON COUNTY/CITY OF MONTICELLO**  
**BUILDING INSPECTION AND CONTRACTOR LICENSING**  
 445 WEST PALMER MILL ROAD (\*) MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223  
 Fax: (850) 342-0225

<b>MONTHLY REPORT</b>			
<b>August 2010</b>		<b>August 2009</b>	
Building	22	Building	15
Electrical	13	Electrical	18
Plumbing	1	Plumbing	9
Mechanical	7	Mechanical	7
Mobile Homes	1	Mobile Homes	2
Relocate	0	Relocate	1
Demolish	0	Demolish	0
Miscellaneous	3	Miscellaneous	2
City Permit	10	City Permits	19
City Fees	\$1,108.49	City Fees	\$1,510.00
County Permits	37	County Permits	35
County Fees	\$5,045.36	County Fees	\$5,515.39
<b>Total</b>		<b>Total</b>	
City/County Permits	47	City/County Permits	54
City/County Fees	\$6,153.85	City/County Fees	\$7,025.39

<b>August 2010</b>		<b>August 2009</b>	
Radon Fee	\$432.58	Radon Fee	\$298.68
Building Permit Fee	\$5,491.27	Building Permit Fee	\$6,241.71
Mobile Home Permit Fee	\$230.00	Mobile Home Permit Fee	\$485.00
Home Inspections Fee	\$0.00	Home Inspections Fee	\$0.00
Contractor Licenses Fee	\$180.00	Contractor Licenses Fee	\$445.00
Business & Home Occup Fee	\$440.00	Business & Home Occup Fee	\$0.00
<b>Total</b>	<b>\$6,773.85</b>	<b>Total</b>	<b>\$7,470.39</b>

<b>August 2010</b>		<b>August 2009</b>	
<b>New Construction Permits (Residential)</b>	0	<b>New Construction Permits (Residential)</b>	3
<b>Commercial Permits (Non-Residential)</b>	3	<b>Commercial Permits (Non-Residential)</b>	1
<b>Mobile Home Permits</b>	1	<b>Mobile Home Permits</b>	2
<b>Repair &amp; Addition Permits</b>	40	<b>Repair &amp; Addition Permits</b>	47
<b>Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)</b>	3	<b>Miscellaneous Permits (Sheds, Workshop, Signs, Barns, Pools)</b>	1
<b>Total</b>	47	<b>Total</b>	54
<b>Valuation</b>		<b>Valuation</b>	
<b>Valuation Home Permits</b>	\$0	<b>Valuation Home Permits</b>	\$415,480
<b>Valuation Commercial Permits</b>	\$85,000	<b>Valuation Commercial Permits</b>	\$1,800
<b>Valuation Other Permits (Including Additions, Re-roof, &amp; Non-Residential Structures)</b>	\$282,334	<b>Valuation Other Permits (Including Additions, Re-roof, &amp; Non-Residential Structures)</b>	\$118,218

# JEFFERSON COUNTY PLANNING AND ZONING DEPARTMENT

445 WEST PALMER MILL ROAD (\*) MONTICELLO, FLORIDA 32344

Phone: (850) 342-0223  
Fax: (850) 342-0225

August 2010		August 2009	
Zoning Verification Fee	\$0.00	Zoning Verification Fee	\$0.00
Simple Lot Split Fee	\$0.00	Simple Lot Split Fee	\$100.00
Family Subdivision Fee	\$0.00	Family Subdivision Fee	\$0.00
Minor Development Fee	\$0.00	Minor Development Fee	\$0.00
Major Development Fee	\$0.00	Major Development Fee	\$0.00
Variance Fee	\$0.00	Variance Fee	\$0.00
Minor Re-plat Fee	\$100.00	Minor Re-plat Fee	\$200.00
Comp Plan Amendment Fee	\$0.00	Comp Plan Amendment Fee	\$0.00
Development Permits Fee (Mobile Homes)	\$150.00	Development Permits Fee (Mobile Homes)	\$435.00
Development Permits Fee (Residential)	\$0.00	Development Permits Fee (Residential)	\$2,531.83
Development Permits Fee (Commercial)	\$727.50	Development Permits Fee (Commercial)	\$0.00
Development Permits Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use )	\$1,260.00	Development Permits Fee (Misc: Sheds, Workshop, Signs, Barns, Pools, Septic, Temp RV, Temp Use)	\$300.00
<b>Total</b>	<b>\$2,237.50</b>	<b>Total</b>	<b>\$3,566.83</b>



<b>August 2010</b>		<b>August 2009</b>	
Simple Lot Splits (No. Lots Created _____)	0	Simple Lot Splits (No. Lots Created _____)	1
Family Subdivisions (No. Lots Created _____)	0	Family Subdivisions (No. Lots Created _____)	0
Minor Development (No. Lots Created _____)	0	Minor Development (No. Lots Created _____)	0
Major Development (No. Lots Created _____)	0	Major Development (No. Lots Created _____)	0
Variance	0	Variance	0
Minor Replats	1	Minor Replats	2
Comp. Plan Amendments	0	Comp. Plan Amendments	0
Development Permits (Mobile Homes)	1	Development Permits (Mobile Homes)	2
Development Permits (Residential)	0	Development Permits (Residential)	4
Development Permits (Commercial)	2	Development Permits (Commercial)	0
Development Permits (Misc: Sheds, Workshop, Signs, Bams, Pools, Septic, Temp RV, Temp Use)	8	Development Permits (Misc: Sheds, Workshop, Signs, Bams, Pools, Septic, Temp RV, Temp Use)	2
<b>Total</b>	<b>12</b>	<b>Total</b>	<b>11</b>

<b>August 2010</b>		<b>August 2009</b>	
Emergency Medical Impact Fee	\$30.00	Emergency Medical Impact Fee	\$247.44
Fire/Rescue Impact Fee	\$85.20	Fire/Rescue Impact Fee	\$192.64
Transportation Impact Fee	\$0.00	Transportation Impact Fee	\$0.00
Law Enforcement Impact Fee	\$0.00	Law Enforcement Impact Fee	\$0.00
911 Address Fee	\$200.00	911 Address Fee	\$500.00
Driveway Permit Fee	\$53.00	Driveway Permit Fee	\$159.00
<b>Total</b>	<b>\$368.20</b>	<b>Total</b>	<b>\$1,099.08</b>

**Jefferson County Board of County Commissioners**  
**County Coordinator's Office**  
**450 W. Walnut Street**  
**Monticello, Florida 32344**

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**The Keystone County - Established 1827**

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Stephen G. Fulford District 1	Gene C. Hall District 2	Hines F. Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5, Chair
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For Fiscal Year October 1, 2010 to September 30, 2011

**TO:** Board of County Commissioners - Meeting of 9/16/10

**FROM:** Roy Schleicher

**RE:** **DRAFT - County Office Schedule for Fiscal Year 2010 to 2011**

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The following schedule is presented for your approval. Following adoption the schedule will be distributed to all departments, Constitutional Officers and the media.

- |     |                                  |                                                                   |
|-----|----------------------------------|-------------------------------------------------------------------|
| 1.  | Veteran's Day                    | Thursday, November 11, 2010                                       |
| 2.  | Thanksgiving Day                 | Thursday, November 25, 2010                                       |
| 3.  | Day after Thanksgiving Day       | Friday, November 26, 2010                                         |
| 4.  | Christmas Day                    | Friday, December 24, 2010 (day before)<br>(Saturday, December 25) |
| 5.  | Day before Christmas Day         | Thursday, December 23, 2010 <u>OR</u>                             |
| 6.  | Day after Christmas              | Monday, December 27, 2010                                         |
| 7.  | New Years Day                    | Friday, December 31, 2010 (day before)<br>(Saturday, January 1)   |
| 8.  | Martin Luther King, Jr. Birthday | Monday, January 17, 2011                                          |
| 9.  | Good Friday                      | Friday, April 22, 2011                                            |
| 10. | Memorial Day                     | Monday, May 30, 2011                                              |
| 11. | Independence Day                 | Monday, July 4, 2011                                              |
| 12. | Labor Day                        | Monday, September 5, 2011                                         |

Please call if you have any questions.

Thanks - Roy

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Kirk Reams  
Clerk of Courts 850/342-0218

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Roy Schleicher  
County Coordinator 850/342-0287

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**Jefferson County Cooperative Extension Office  
Monthly Report – Board of County Commissioners  
April, 2010 (submitted to County Coordinator, May 7)**

**4-H Monthly Activity Report  
April 10**

**4-H Youth Activities**

- JGL - Newsletter prepared and sent
- JGL - 4-H County Council Bunny Love with Altrustra Club – April 3
- JGL - 4-H Nature Trail Clean-up – April 5
- JGL - County Meeting – April 5
- JGL – Gardening Planning Meeting – April 6
- JGL - North West Florida District Faculty Meeting – April 8
- JGL – 4-H Blitz/District Events – April 10
- JGL – Ag Awareness Planning Day – April 13
- JGL – Tobacco Free Ribbon Cutting Ceremony - 14
- JGL – 4<sup>th</sup> Grade 4-H Club Meeting – April 15
- JGL – Health Fair @ New Bethel AME Church – April 17
- JGL – Ag. Awareness Planning Day – April 20
- JGL – 3<sup>rd</sup> Grade 4-H Club Meeting – April 20
- JGL – Brywood Nurse Home recognizing Extension as one of their volunteers April 21
- JGL - 4-H Day at The Capital – April 22
- JGL - Public Issues Leadership Development Conference, Washington DC
- JGL - District Tropicana Public Speaking Contest – April 29
- JGL - 4-H Wildlife Camp Planning Meeting – April 29

**Family & Consumer Sciences  
Vacant Position**

**Agriculture and Natural Resources Activities**

- JED - Ongoing:  
Forage Testing; Soil and forage test interpretation; field and pond visits; Plant and weed ID;  
Garden Series in cooperation with Green Industries Institute
- JED - Wildlife Habitat Series Field Day; Aucilla Plantation Thomas County, GA - April 2
- JED - IFAS Faculty Candidate Seminar; Quincy - April 6
- JED - Extension/NFCC Gardening Class Planning Meeting - April 6
- JED - Extension/NFCC Gardening Class "Starting a Home vegetable Garden"; Extension Office - April 7
- JED - NW District Faculty Meeting; Quincy- April 8
- JED - Ag Day Planning meeting Green Industries Institute - April 13
- JED- Gardening Class Green Industries Institute - April 14
- JED- IFAS Forage Workers Group Polycom Meeting - April 15
- JED- North Florida Livestock Show Exhibitors' Meeting; Madison - April 15
- JED- Florida Association of County Agricultural Agents Midyear Meeting; Polycom - April 16
- JED- April 19 Regional Invasive Species Workshop; Bristol
- JED- April 20 Ag Day Planning meeting Green Industries Institute
- JED- Gardening Class "Integrated Pest Management for the Home Vegetable Garden", Extension Office - April 21
- JED- Area 4-H Horse Show; Marianna - April 23-24
- JED- Ag Day Planning meeting Green Industries Institute - April 27

**Administrative and Other Activities, Faculty and Staff**

- JGL - 4-H Staff Meeting
- JGL - Dept Heads Meeting, April 20

## Memorandum

**Date: September 10, 2010**

**To: Roy Schleicher/County Coordinator  
County Commissioners**

**From: Beth Thorne**

**Subject: Monthly Report for August**

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Revenue from:	Recyclables	\$ 7,033.00
	Refuse Rentals	\$ 465.00
Total Month Revenues:		\$ 7,498.00

Manned Site Tonnage from:	Aucilla Site	39.378
	Bassett Site	29.487
	Fulford Site	17.075
	Lamont Site	38.776
	Lloyd Site	75.434
	Nash Site	91.555
	New Monticello Site	50.624
	Main Office Site	19.379
	Pinckney Hill Site	27.803
	Recreation Park Site	90.575
	Wacissa Site	37.185
	Waste Tires	8.390
	County Commercial	227.279
	City of Monticello	275.360

Landfill Budgeted Amount:	\$1,615,250.00
Current Month Expenditures:	\$ 86,133.73
Year-to-date Expenditures:	<u>\$1,427,213.20</u>
Remaining Balance:	\$ 203,269.48

Note: The Fulford collection site should go online with the compactor by the end of September. The Bassett collection site study will begin as soon as the traffic counter and camera come in.

**JEFFERSON  
COUNTY ROAD  
DEPARTMENT**

## **Memo**

**To:** Jefferson County Board of County Commissioners

**From:** David R. Harvey, Road Superintendent

**Date:** September 7, 2010

**Re:** Informational Item – Road Department Summary of Monthly Activities for August - 2010

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### **General Roadway and Drainage Maintenance**

- A) Limited road surface grading, stabilization and ditch maintenance activities were conducted on 140 County Roads. Work on many roads was conducted up to 2 times during the month.
- B) Right-of-way brushing and trimming on 6 Roads. Mowing on 43 roads.
- C) Patching also occurred on 16 roadways.

### **Driveway Connections**

A total of 3 driveways were inspected. Need to review process.

### **Roadway and Drainage Reconstruction**

#### **Pulling Ditches Making Crowns On All Roads**

Installation of the gas pipe 50% installed Jefferson County.

NRCS projects on going, extra work approved for flash flood 1.5 million plus.

Rock Quarry Producing 23,841 tons

Jefferson County Institute will no longer provide an inmate guard.

Roadside mowing started May 3, 2010 continues until frost.

Brush cutting started 6-1-10 continues until frost. Having difficulty with parts, both machines down.