

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA

August 16, 2007

7:00 P.M.

7:00 P.M. Invocation

7:05 P.M. Pledge to U.S. Flag

7:10 P.M. Judy Jacobs:

(1) Frye Road - Request to Pave

7:20 P.M. Brian Kepner, County Planner

PUBLIC HEARINGS:

(1) Z 0479 - Columbia County Housing & Development Corp. - District 5 - Commissioner Porter

(2) Z 0481 - Lake City Development, LLC - District 1 - Commissioner Williams

SUBDIVISIONS:

Major Subdivision:

Final Plat:

- (1) SD 0218 - Oaks at Woodborough - District 3 -
Commissioner Skinner

7:40 P.M. STAFF MATTERS:

HONORABLE ELIZABETH PORTER, CHAIRPERSON

- (1) Consent Agenda

DISCUSSION:

- (1) Crime Stoppers
- (2) Sheriff's Office - Bugaboo Fire Compensation for
Volunteers
- (3) NACo - Prescription Drug Program
- (4) Bid Awards - County Project No. 2007-05 (Bid
Protest Filed) - Project No. 2006-02
(Recommendation Other than Low Bidder)
- (5) ISO - Building Code Effective Grading Schedule
Classification
- (6) BCC Meeting Rules and Procedures

***** SECOND PAGE

COMMISSIONERS COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

ORDINANCE NO. 2007-38

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF TEN OR MORE CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0481, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM AGRICULTURAL-3 (A-3) TO PLANNED RURAL RESIDENTIAL DEVELOPMENT (PRRD) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 0481, by Sam Oosterhoudt, as agent for Lake City Development, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from AGRICULTURAL-3 (A-3) TO PLANNED RURAL RESIDENTIAL DEVELOPMENT (PRRD) in accordance with a Preliminary Master Plan dated February 19, 2007, submitted as part of an application dated June 6, 2007 for property described, as follows:

A parcel of land lying in Section 32, Township 2 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of said Section 32, for the Point of Beginning; thence North 88°08'52" East along the North line of said Section 32, a distance of 3,931.22 feet to a point located on the Western right-of-way line of U.S. Highway 441 (State Road 25); thence proceed along the Western right-of-way line of U.S. Highway 441 (State Road 25), with a curve turning to the right with an arc length of 1,743.20', with a radius of 5,679.74', with a chord bearing of South 12°08'03" West, with a chord length of 1,736.37'; thence South 20°54'13" West 1,983.65 to the Northerly right-of-way of Josephine Street Northwest; thence North 53°13'41" West 278.69 feet; thence North 49°55'35" West 158.93 feet; thence North 53°30'09" West 113.60 feet; thence North 71°49'02" West 142.80 feet; thence North 78°30'13" West 128.69 feet; thence North 88°08'16" West 127.92 feet; thence South 80°11'19" West 115.74 feet; thence South 80°09'29" West 153.08 feet; thence South 81°07'11" West 381.36 feet; thence South 77°41'27" West 156.88 feet; thence South 74°01'19" West 118.76 feet; thence South 66°35'49" West 140.34 feet; thence South 58°19'27" West 93.73 feet; thence South 57°00'48" West 142.69 feet; thence South 58°10'18" West 400.91 feet; thence South 60°35'11" West 212.04 feet; thence South 62°44'51" West 248.88 feet to the West line of said Section 32; thence North 00°43'31" West 302.73 feet; thence North 00°41'50" West 851.08 feet to the Southwest corner of the Northwest 1/4 of said Section 32; thence North 00°42'16" West 2,642.07 feet to the Point of Beginning.

Containing 266.57 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2007.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

P. DeWitt Cason, County Clerk

Elizabeth Porter, Chair

ORDINANCE NO. 2007-39

AN ORDINANCE OF COLUMBIA COUNTY, FLORIDA, AMENDING ORDINANCE NO. 98-1, THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO AN AMENDMENT OF LESS THAN TEN CONTIGUOUS ACRES OF LAND TO THE OFFICIAL ZONING ATLAS OF THE COLUMBIA COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, Z 0479, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, INTENSIVE (CI) TO RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF COLUMBIA COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Columbia County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Columbia County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Columbia County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 0479, by Matthew A Erking, as agent for Columbia County Housing & Development, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, INTENSIVE (CI) to RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) for property described, as follows:

A parcel of land lying within Section 8, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lot 20, Block 15 of Lakeside Heights, Section No. 1, as recorded in the Public Records of Columbia County, Florida.

Containing 0.20 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2007.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
COLUMBIA COUNTY, FLORIDA

P. DeWitt Cason, County Clerk

Elizabeth Porter, Chair

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

August 3, 2007

The Honorable Charlie Crist
Office of the Attorney General
Department of Legal Affairs
The Capital
Tallahassee, FL 32399-1050

RE: Letter of Agreement

Dear Honorable Crist:

The Columbia County Board of Commissioners during their regular meeting on August 2, 2007 approved Crime Stoppers of Columbia County, Inc. to be recognized as the official crime stoppers program in Columbia County.

As such, the Board authorizes Crime Stoppers of Columbia County, Inc. to act as its agent for the purposes of applying and receiving monies from the Crime Stoppers Trust Fund. This request is made per requirements in subsection 16.555(5)(b) of the Florida State Statutes.

Sincerely,

Elizabeth Porter, Chair
Columbia County Board of County Commission

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

P. O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

Select Year: 2007

The 2007 Florida Statutes

Title IV
EXECUTIVE BRANCH

Chapter 16
ATTORNEY GENERAL

[View Entire Chapter](#)

16.555 Crime Stoppers Trust Fund; rulemaking.

(1) As used in this section, the term:

(a) "Department" shall mean the Department of Legal Affairs.

(b) "Units of local government" shall mean the various city and county governments of the state.

(c) "Crime Stoppers" shall mean members of the Florida Association of Crime Stoppers, Incorporated, a Florida Corporation.

(2) The department shall have all the powers necessary or appropriate to carry out the purposes and provisions of this act.

(3) The department shall establish a trust fund for the purpose of grant administration to fund Crime Stoppers and their crime fighting programs within the units of a local government of the state.

(4)(a) The department shall make applications for all federal and state or private grants which meet the purposes of advancing Crime Stoppers in the State of Florida. Upon securing such grants, the funds shall be deposited in the "Crime Stoppers Trust Fund."

(b) The proceeds of the court cost imposed by s. 938.06 shall be deposited in a separate account in the trust fund, and within that account the funds shall be designated according to the judicial circuit in which they were collected. The funds in this account shall be used as provided in paragraph (5)(b).

(5)(a) The department shall be the disbursing authority for distribution of funding to units of local government, upon their application to the department for funding assistance.

(b) Funds deposited in the trust fund pursuant to paragraph (4)(b) shall be disbursed as provided in this paragraph. Any county may apply to the department for a grant from the funds collected in the judicial circuit in which the county is located under s. 938.06. A grant may be awarded only to counties which are served by an official member of the Florida Association of Crime Stoppers and may only be used to support Crime Stoppers and their crime fighting programs. Only one such official member shall be eligible for support within any county. In order to aid the department in determining eligibility, the secretary of the Florida Association of Crime Stoppers shall furnish the department with a schedule of

authorized crime stoppers programs and shall update the schedule as necessary. The department shall award grants to eligible counties from available funds and shall distribute funds as equitably as possible, based on amounts collected within each county, when more than one county is eligible within a judicial circuit.

(6) The department shall adopt and enforce rules to implement the provisions of this act. Such rules shall include, but shall not be limited to:

(a) Criteria for local governments to apply for funding from the "Crime Stoppers Trust Fund" in order to aid in local law enforcement as provided in this section.

(b) The limits of funding to be distributed to local government units based on a pro rata share of grants made available through the "Crime Stoppers Trust Fund" pursuant to paragraph (4)(a), and criteria for the equitable distribution of funds available pursuant to paragraph (4)(b).

(c) Provisions for the return of unused funds to be redeposited in the "Crime Stoppers Trust Fund" if for any reason the unit of local government does not use the funds as intended within an agreed upon time.

(d) Provisions for the coordination with appropriate governmental agencies to support and enhance efforts to train the public in crime prevention methods and in personal safety principles, especially for citizens who live in, work at, or frequent locations having high crime rates.

History.—ss. 12, 13, ch. 91-205; s. 2, ch. 98-319; s. 8, ch. 2001-380; s. 22, ch. 2002-402; s. 33, ch. 2003-399; s. 25, ch. 2004-269; s. 1, ch. 2006-2.

Columbia County
Sheriff's Office

RECEIVED

Columbia County Sheriff's Office
Columbia County

DATE: July 24, 2007
TO: Dale Williams, County Manager
FROM: Sheriff Bill Gootee *18*
RE: Bugaboo Fire Compensation

At the July 19, 2007 regular Board of County Commission, the Board approved in a three to two vote to pay approximately 25 volunteer firefighters who worked during the Bugaboo Fire.

The Columbia County Sheriff's Office had five civilian volunteers from our Citizen Service Unit and one Reserve Deputy who worked a total of 136 hours. At a rate of \$10 per hour, the total is \$1360.00

Our CSU volunteers collected donated food, beverages and personal hygiene items and organized these items for distribution to firefighters and other personnel working on the front lines. They also manned a command post at the Deep Creek Volunteer Fire Station for additional support.

The Reserve Deputy arrived on scene and assisted with evacuations, security patrols, road blocks and other necessary duties.

I have attached time sheets for each individual denoting the number of hours worked by each. I appreciate the opportunity for compensation for these volunteers' time and efforts.

July 24, 2007
Columbia County Sheriff's Office
P.O. Box 1000
Columbia, SC 29202
Tel: 803.733.1111

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

TO: SPECIAL DETAIL COORDINATOR
FROM: Jimmy Lucas
Member Requesting Compensation
(Please Print)

6199 Reserve
Payroll#

TSD _____
PERMIT # _____
7/26/2017
DATE

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:

(Date) 5/13/17 (Time) 5+ and ended at (Date) 5/13/17 (Time) 6p
hours actually worked: 10 (Hours)

Special Detail Event hours pre-approved: _____ However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19 _____

Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: Burglar Fire Detail

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Jimmy Lucas
Member's Signature

[Signature]
Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

TO: SPECIAL DETAIL COORDINATOR
FROM: Jimmy Lyons
Member Requesting Compensation

EMR Reserve
Payroll#

TSD _____
PERMIT # _____
17/26/2017
DATE

(Please Print)

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:

(Date) 5/2/17 (Time) 5a and ended at (Date) 5/1/04 (Time) 6p
hours actually worked: 10 (Hours).

Special Detail Event hours pre-approved: _____ However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19 _____

Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: Bugabo Fire Detail

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Jimmy Lyons
Member's Signature

[Signature]
Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

TO: SPECIAL DETAIL COORDINATOR
FROM: Jimmy Lewis
Member Requesting Compensation
(Please Print)

019 Reserve
Payroll#

TSD _____
PERMIT # _____
1/20 18.2.07
DATE

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:

(Date) 5-11-07 (Time) 8.1 and ended at (Date) 5-11-07 (Time) 6.0
hours actually worked: 10 (Hours)

Special Detail Event hours pre-approved: 10 However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19 _____

Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: Bugaboo Lake Detail

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Jimmy Lewis
Member's Signature

James A. Well
Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

TO: SPECIAL DETAIL COORDINATOR
FROM: Timothy Lyons
Member Requesting Compensation

6099 Reserve
Payroll#

TSD _____
PERMIT # _____
17/06/07
DATE

(Please Print)

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:

(Date) 5/14/07 (Time) 5:30 and ended at (Date) 5/14/07 (Time) 9:00
hours actually worked: 4 (Hours)

Special Detail Event hours pre-approved: _____ However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19 _____

Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: Highway Fire Detail

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Timothy Lyons
Member's Signature

James Marshall
Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

TO: SPECIAL DETAIL COORDINATOR
 FROM: Jimmy Lucas 6177 Reserve TSD
 Member Requesting Compensation Payroll# PERMIT #
 (Please Print) DATE 5/26/07

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:

(Date) 5/15/07 (Time) 5P and ended at (Date) 5/15/07 (Time) 9P
 hours actually worked: 4 (Hours)

Special Detail Event hours pre-approved: _____ However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19____ Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: Bugaboo Fire Detail

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Jimmy Lucas
 Member's Signature

James D. Bell
 Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
 RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

PROJECT # _____

COLUMBIA COUNTY SHERIFF'S OFFICE SPECIAL DETAIL WORKSHEET

1.0. SPECIAL DETAIL COORDINATOR
FROM: Jimmy Lyons 677 Reserve TSD _____
Member Requesting Compensation Payroll# _____ PERMIT # _____
(Please Print) _____ DATE 7/26/2017

Cost Center (4 Digit) _____

SPECIAL DETAIL EVENT: On the date of this Special Detail, the Member began work at:
(Date) 5/16/17 (Time) 5p and ended at (Date) 5/16/17 (Time) 9p
hours actually worked: 4 (Hours)

Special Detail Event hours pre-approved: _____ However, deputies may be dismissed by the vendor after a 2 hour minimum has been completed by the assigned deputy.

Check one:

Deputy

Sergeant

Other _____

Date of Detail: _____ 19____ Day of Week: _____

Time: From _____ (Hours) To _____ (Hours)

Type of Detail: ENIGADO FIRE DETAIL

Vendor/Contact Person: _____

Special Instructions: _____

Cruiser(s) authorized: Yes No if yes, number required _____

Sergeant _____

Deputies:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Jimmy Lyons
Member's Signature

[Signature]
Special Detail Coordinator's/Supervisor's Signature

UPON COMPLETION OF THIS DETAIL,
RETURN THIS SHEET PROMPTLY TO THE SPECIAL DETAIL COORDINATOR

Dear County Officials:

The Prescription Drug Card Program contract is attached. **Please review the checklist on p. 1 of the contract document.** Incorrect checklists or contracts will result in a delayed implementation of the program.

Please follow these directions carefully:

1. Counties, Parishes, Boroughs **sign exhibit C of the contract** which attaches the county to the overall NACo contract. If your county requires a copy of the signature page bearing the NACo and Caremark signatures, this can be provided to you via .PDF on request.

2. Once signed, mail the Exhibit C page (**this is on page 15 of the contract with BLANK signature lines**) and the checklist to:

Andrew Goldschmidt
Director of Membership Marketing
National Association of Counties
25 Massachusetts Ave, NW 5th Floor
Washington, DC 20001

3. Once the contract is received, our executive director will sign it and pass it on to Caremark for final signature. You may start your internal planning process to promote the program.

4. While the final signatures are being completed, please forward your logo or seal via e-mail to elandsman@naco.org or agoldschmidt@naco.org (if you prefer, you may have the card simply read XYZ County or XYZ CountyRx) and specify the quantity of card brochures you would like to order by **filling out the checklist**. Caremark will draw up proofs for your approval. **Once they are approved by your county**, the materials will be completed and in your hands by the time the contract returns with the final signature.

You may estimate 8-10 weeks from the date the contract is returned until you can distribute the cards to your county residents. A key note, any non pre-approved press releases or other information to be distributed on the program must come to NACo and Caremark's attention for approval prior to use.

Please contact me or Andrew if you have any questions or need further information. NACo looks forward to working with you on this exciting program!

Sincerely,

Emily Landsman
Membership Coordinator, II

P.S. - If you need to access the collateral materials on the program, you can access those by logging in to the NACo's members only portion of the web site at www.naco.org. Please contact me at (202) 942-4242 or elandsman@naco.org if you need assistance.

The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.



**This checklist is not part of the NACo contract, however, please return it with your signed contract.*
*Incomplete or incorrect checklists will delay implementation of the program**

NACo Prescription Drug Program checklist

County Name/State: _____ Date contract returned to NACo: _____

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title _____

Address (w/ City, State, Zip) _____

Phone _____ Fax _____

E-mail (We must have your e-mail address!) _____

2. What is your county's anticipated start-up date for the program? **CURRENT START UP TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo.** Please plan your county's roll out of the program accordingly. _____

3. Please choose a design for the discount cards: (**YOU MUST CIRCLE ONE**)

- a. "County Name" or "County NameRx"
- b. Logo/seal on cards
 - a. **Be sure to e-mail a black and white logo/seal to agoldschmidt@naco.org or elandsmann@naco.org in a .jpg or .tiff format**
 - b. **Put "(COUNTY NAME) LOGO" in the subject line of your e-mail**
- c. Other. You must contact NACo if you do not choose either a or b.

4. How many cards are you requesting? (We are advising 20% to 25% of your county's total population, on average. Some counties may need more.)

a. What is your county's population? _____

b. Do you need cards/posters in Spanish? How many? _____

5. Please provide a street address for delivery of cards. Cards will be sent via UPS Ground.

NO PO BOXES!

6. What is your county's web address (if available)? _____

Will this program have its own page? (Please provide) _____

What number would county residents call to pick up a card? _____

This section for NACo use only

..... Copy of signed contract sent to Caremark?

..... Signed contract back from Caremark?

..... Proofs approved?

Notes:

NACo 

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.2 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.3 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.4 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.5 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "**Formulary Services**"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. Disclosure of Manufacturer Fees. Caremark may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). Caremark's specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, Caremark's mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in this Agreement does not include these fees and discounts which belong exclusively to Caremark or Caremark's mail order or specialty pharmacies, respectively.

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 **Preferred Drug Program.** Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 **Specialty Pharmacy.** Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 Fees. The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to

Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with reasonable notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that

Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/ethics>.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally

recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. **DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

a. **"AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. **"Claim(s)"** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. **"Manufacturer"** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. **"Maximum Allowable Cost (MAC)"** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. **"Participant"** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. **"Participating Pharmacy"** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. **"Rebate(s)"** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

By: _____
Larry E. Naake

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

**National Association of Counties
Effective March 1, 2006**

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to Caremark the fees set forth below:

Administrative Fees

Per Processed Retail Claim	\$0.00
Per Processed Mail Claim	\$0.00

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to Caremark 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

Consumer Card Program Retail Network Rates¹

Brand: AWP-13% + \$3.50 transaction fee or Usual & Customary
Generic: AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

Mail Service Rates¹

Brand: AWP-19% + \$1.00 dispensing fee
Generic: AWP-50% + \$1.00 dispensing fee

Specialty Pharmacy Rates²

AWP-13% + \$3.50 dispensing fee

Other Fees

Section 1.6 - Card Issuance	No charge
Exhibit A(1) - Customer Specific Programming	\$150.00/Hour

Note: Charges or Services not identified above will be quoted upon request.

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by Caremark SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

Finance Charges. Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

Contingency. All prices are contingent upon Member County's full adoption of Caremark's Performance Drug List and formulary management and intervention programs.

*EXHIBIT B
ADMINISTRATIVE FEES*

Handling Costs. Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by Caremark in connection with the provision of Services or additional services, except as to costs associated with standard Consumer Card Program materials that are shipped by bulk mail to Customer or Member County.

Taxes. It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that Caremark is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____

("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at _____

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

By: _____

[County Name]

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

I. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. Distribution of Information. Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"). the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "**Customer Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 **Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. **"AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. **"Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. **"Claim(s)"** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. **"Covered Items"** mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. **"Law"** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. **"Manufacturer"** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. **"Maximum Allowable Cost (MAC)"** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. **"Participant"** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. **"Participating Pharmacy"** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. **"Rebate(s)"** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

By: - Signature on File - _____
Larry E. Naake _____

- Signature on File - _____

Title: Executive Director _____

Title: _____

Date: _____

Date: _____

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

EXHIBIT D
REDACTED CONTRACT

EXHIBIT B
FEEES

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____ ("Member County").

Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at _____.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: Signature on File
Title: _____
Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

By: Signature on File
Title: _____
Date: _____

By: Signature on File
Title: _____
Date: _____



Curt's Construction & Hauling



Lake City Office: 14952 US 90, Lake City, Florida 32060
 (386) 762-7811 (386) 764-2802 FAX
 White Springs Office: 519 NW Gray Creek Court, White Springs, Florida 32096
 (386) 758-1935 (386) 755-7422 FAX

Certified General Contractor (C.C.) C151-9316

** Copy to ECC -
 * " " Bid file (2007-05)
 * Add to Bid Award letter
 7/6/07
 8/1/07*

June 11, 2007

Honorable Ms. Elizabeth Porter, Chairperson
 Columbia County Board of County Commissioners
 P.O. Box 1529
 Lake City, Florida 32056

Re: Columbia County Project No. 2007-05
 NE Tammy Lane

Dear Ms. Porter,

We have reviewed and discussed Anderson Columbia Co., Inc.'s objection and the information which has been furnished to us concerning our bid on the Tammy Lane project.

Obviously, in accordance with the format, we did make an error. We should have placed the unit price in the column on the bid form. However, anyone reading it should not be confused, as it was only one unit and we put the total price over on the "Total" column on the right hand side. We interpreted the column differently in our office in filling out the bid proposal. Our total bid is as we submitted.

We would ask that the County consider and grant Curt's Construction & Hauling, Inc. the bid. We do not believe that the error as to form was more important than the substance of the total bid. The unit price given is not important since each one of the units in error was lump sum and should not be confusing and misleading.

Sincerely,


 Walter Lawson

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter

6/21/07
Agenda



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 6/05/2007

To: Dale Williams, County Manager

From: Ben Scott, Purchasing Director *Ben Scott*

RE: Road Project 2007-05 NE Tammy Lane

On May 30 the County received bids for the above mentioned project the results were as follows:

Curt's Construction	\$236,284.15
Anderson Columbia	\$239,000.00
John C. Hipp Construction	\$250,689.15

After reviewing the bid documents it was noted that Curt's Construction had placed a number one in the unit price for each item listed as Lump Sum and placed a total dollar figure for those items in the total column.

Anderson Columbia has filed a notice of protest to any award given to Curt's Construction based on the bid sheet.

In my opinion the Board has the following options:

1. Accept Curt's Construction bid in its' submitted form and consider the error to be an informality.
2. Reject all bids and re advertise.
3. Extend the \$1 unit price and offer the contract to Curt's Construction for \$138,806.
4. Declare Curt's Construction's bid non-responsive and award to the next low bidder.

I have attached the bid forms, Anderson Columbia's formal protest and Curt's Construction's response for clarification.

On Monday I spoke to a Department of Transportation contracts administrator to ask what DOT does in these types of situations. He stated that the unit price given is what typically prevails, however it has been the State's policy to review each bid and make the best "business decision" given the circumstances. Under this scenario he stated that they have made the same recommendations that I have presented to you depending on what other factors were involved with the individual bid.

To avoid this situation on future bids I will recommend to the Engineer that the bid form be prepared with "N/A" in the quantity and unit price columns for Lump Sum items.



Curt's Construction & Hauling, Inc.
519 NW Crawford Court White Springs, FL 32096
(386) 758-1935 Fax (386) 755-7422



June 11, 2007

Ben Scott, Purchasing Director
Columbia County Purchasing Department
Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056

Re: Columbia County Project No. 2007-05
NE Tammy Lane

Dear Mr. Scott,

We have reviewed and discussed Anderson Columbia Co., Inc.'s objection and the information which you furnished to us concerning our bid on the Tammy Lane project.

Obviously, in accordance with the format, we did make an error. We should have placed the unit price in the column on the bid form. However, anyone reading it should not be confused, as it was only one unit and we put the total price over on the "Total" column on the right hand side. We interpreted the column differently in our office in filling out the bid proposal. Our total bid is as we submitted.

We would ask that the County consider and grant Curt's Construction & Hauling, Inc. the bid. We do not believe that the error as to form was more important than the substance of the total bid. The unit price given is not important since each one of the units in error was lump sum and should not be confusing and misleading.

Sincerely,


Walter Lawson



ANDERSON COLUMBIA CO., INC.

P.O. Box 1829 • Lake City, FL 32056-1829
(386) 752-7585 • (386) 755-5430 FAX

2007-05-30

June 1, 2007

Honorable Ms. Elizabeth Porter, Chairperson
Columbia County Board of County Commissioners
P. O. Box 1529
Lake City, FL 32056

Re: Bid Protest on Road Project No. 2007-05; NE Tammy Lane

Dear Ms. Porter:

This is to notify you that Anderson Columbia Co., Inc. will protest any award of the referenced project to Curt's Construction & Hauling, Inc. The Bid submitted by Curt's Construction shows a unit price of \$1.00 for 6 items, although the total amounts listed for these items conflict with the unit prices.

Our past experience confirms that irregularities relating to signatures, documentation, etc. can be waived but issues, such as this, that go to a Bidder's price cannot be waived. Anderson Columbia is the lowest responsive, responsible Bidder and should therefore be awarded the Contract.

Please give us a call if you have any questions.

Sincerely,

E. Tony Williams Jr., P.E.
Vice President

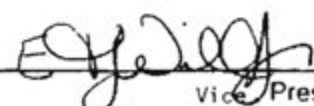
**BID PROPOSAL
ROAD PROJECT NO. 2007-05
N E TAMMY LANE**

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for construction of the subject project in conformance with the plans and specifications for the following unit prices:

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Mobilization	Lump Sum	1	41,400.79	41,400.79
2. Maintenance of Traffic	Lump Sum	1	23,872.60	23,872.60
3. Grading (Including Borrow)	Lump Sum	1	40,248.80	40,248.80
4. Stabilizing (Including Material)	Lump Sum	1	14,146.61	14,146.61
5. Limerock Base (10" minimum)	Sq. Yd.	1,750	10.44	18,270.00
6. Asphaltic Concrete (SP)	Ton	850	82.30	69,955.00
7. Manhole Top	Lump Sum	1	1,263.19	1,263.19
8. Asphalt Milling	Sq. Yd.	500	3.65	1,825.00
9. Traffic Stripping (6")	Lump Sum	1	5,980.51	5,980.51
10. Sodding (Bermuda)	Sq. Yd.	6,000	2.46	14,760.00
11. Silt Fence	Lin.Ft.	2,200	1.04	2,288.00
12. Concrete Curb & Gutter	Lin.Ft.	50	99.79	4,989.50
TOTAL AMOUNT OF BID				239,000.00

- 6. Approximately 130 Tons of 9.5 for leveling and 720 Tons of 12.5 for Structural and Surface. Final Surface shall be virgin mix.
- 7. Inlet modifications to provide Manhole Top.
- 8. Final limits to be established by the Engineer.
- 9. Include all requirements (temporary and permanent). Two applications required on final stripping. Thermoplastic in areas as required by FDOT.
- 12. Includes sidewalk and handicap ramp.

FIRM Anderson Columbia Co., Inc. _____

BY  _____
Vice President E. Tony Williams, Jr.

(Seal)

ATTEST  _____
John Odbold, Asst. Secretary

BID PROPOSAL
ROAD PROJECT NO. 2007-05
N E TAMMY LANE

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for construction of the subject project in conformance with the plans and specifications for the following unit prices:

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Mobilization	Lump Sum	1	1	24500.00
2. Maintenance of Traffic	Lump Sum	1	1	16000.00
3. Grading (Including Borrow)	Lump Sum	1	1	31327.50
4. Stabilizing (Including Material)	Lump Sum	1	1	4665.00
5. Limerock Base (10" minimum)	Sq. Yd.	1,750	14.50	25375.00
6. Asphaltic Concrete (SP)	Ton	850	93.50	79475.00
7. Manhole Top	Lump Sum	1	1	5500.00
8. Asphalt Milling	Sq. Yd.	500	12.00	6000.00
9. Traffic Stripping (6")	Lump Sum	1	1	15491.65
10. Sodding (Bermuda)	Sq. Yd.	6,000	2.75	16500.00
11. Silt Fence	Lin.Ft.	2,200	2.25	4950.00
12. Concrete Curb & Gutter	Lin.Ft.	50	130.00	6500.00
TOTAL AMOUNT OF BID				28284.15

- 6. Approximately 130 Tons of 9.5 for leveling and 720 Tons of 12.5 for Structural and Surface. Final Surface shall be virgin mix.
- 7. Inlet modifications to provide Manhole Top.
- 8. Final limits to be established by the Engineer.
- 9. Include all requirements (temporary and permanent). Two applications required on final stripping. Thermoplastic in areas as required by FDOT
- 12. Includes sidewalk and handicap ramp.

Approved & Recommended
D. Wilson
1/24/07

FIRM Curt's Construction & Hauling, Inc
 BY *Curt's*
 Resident
 ATTEST *Carol Deegan*

(Seal)

**BID PROPOSAL
ROAD PROJECT NO. 2007-05
N E TAMMY LANE**

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for construction of the subject project in conformance with the plans and specifications for the following unit prices:

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Mobilization	Lump Sum	1	16,355.00	16,355.00
2. Maintenance of Traffic	Lump Sum	1	16,180.00	16,180.00
3. Grading (Including Borrow)	Lump Sum	1	57,876.00	57,876.00
4. Stabilizing (Including Material)	Lump Sum	1	6,094.00	6,094.00
5. Limerock Base (10" minimum)	Sq. Yd.	1,750	15.50	27,125.00
6. Asphaltic Concrete (SP)	Ton	850	97.30	82,709.15
7. Manhole Top	Lump Sum	1	4,850.00	4,850.00
8. Asphalt Milling	Sq. Yd.	500	12.50	6,250.00
9. Traffic Stripping (6")	Lump Sum	1	5,300.00	5,300.00
10. Sodding (Bermuda)	Sq. Yd.	6,000	2.75	16,500.00
11. Silt Fence	Lin.Ft.	2,200	3.50	7,700.00
12. Concrete Curb & Gutter	Lin.Ft.	50	35.00	1,750.00
TOTAL AMOUNT OF BID				250,459.15

- 6. Approximately 130 Tons of 9.5 for leveling and 720 Tons of 12.5 for Structural and Surface. Final Surface shall be virgin mix.
- 7. Inlet modifications to provide Manhole Top.
- 8. Final limits to be established by the Engineer.
- 9. Include all requirements (temporary and permanent). Two applications required on final stripping. Thermoplastic in areas as required by FDOT.
- 12. Includes sidewalk and handicap ramp.

JOHN C. HIPPI
CONSTRUCTION EQUIPMENT COMPANY
P.O. Box 1000 Alachua, FL 32616
Phone (386) 462-2047

FIRM _____

BY _____

President

(Seal)

ATTEST _____

8/16/07
- Agenda -

MEMO

To: Dale Williams, County Manager

From: John Colson, P.E.

**Subject - Bid Proposals
Project No: 2006-02
SW Real Road Extension**

I have reviewed the bids for the subject project and two are highly competitive. The Walding Company (\$149,862) VS: Curtis Construction and Hauling, Inc. (\$154,212.70).

We estimated the project to be in the \$175,000 to \$200,000 range.

Curtis Construction (FDOT qualified) has successfully completed two projects for the County in the past year.

I have no knowledge of the Walding Company's capabilities for construction of roadway projects and it is my recommendation that the project be awarded to Curtis Construction and Hauling.

Colson
8/16/07

BID PROPOSAL
ROAD PROJECT NO. 2006-02
SW REAL ROAD EXTENSION

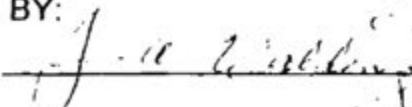
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Mobilization and Maintenance of Traffic	Lump Sum	1	7000.00	7000.00
2. Erosion Control	Lump Sum	1	4785.00	4785.00
3. Clearing and Grubbing	Lump Sum	1	12000.00	12000.00
4. Grading (Including Borrow material)	Lump Sum	1	15000.00	15000.00
5. Stabilization	Lump Sum	1	7000.00	7000.00
6. Limerock Base (8" min.)	S.Y.	3165	7.60	24054.00
7. Asphaltic Concrete (S.P. 12.5)	S.Y.	3115	9.50	29592.50
8. Asphaltic Concrete (S.P. 9.5, virgin mix)	S.Y.	3115	7.50	23362.50
9. Concrete Pipe Culvert (18")	Lin Ft	216	35.00	7560.00
10. Concrete MES (18")	Each	6	860.00	5160.00
11. Concrete Ditch Pavement (4" reinforced)	S.Y.	70	90.00	6300.00
12. Sodding (Bermuda; 42" roll)	S.Y.	840	2.20	1848.00
13. Seed and Mulch	Lump Sum	1	3250.00	3250.00
14. Pavement Marking and Signing	Lump Sum	1	2950.00	2950.00
TOTAL AMOUNT OF BID				149,862.00

- 9. Pipe lengths include Mitered Ends.
- 13. All disturbed areas.
- 14. Paint (6"); Includes centerline, median edge lines and stop bars (two applications)
Two Stop signs.

FIRM:

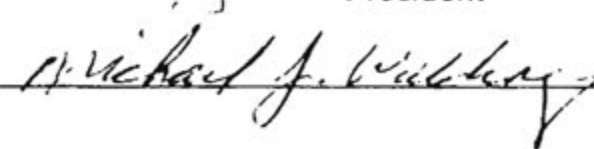
WALDING COMPANY, 5639 WITTEN ROAD, JACKSONVILLE, FL 32254

BY:



J. A. WALDING
President

Attest:



MICHAEL J. WALDING
VICE PRESIDENT

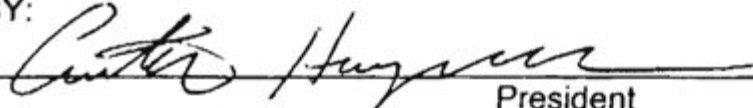
PHONE 904-786-9500 FAX 904-786-1391

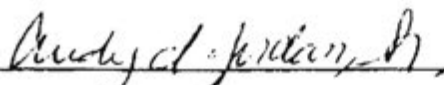
BID PROPOSAL
ROAD PROJECT NO. 2006-02
SW REAL ROAD EXTENSION

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Mobilization and Maintenance of Traffic	Lump Sum	1	11,450. ⁰⁰	11,450.00
2. Erosion Control	Lump Sum	1	3,580. ⁰⁰	3,580.00
3. Clearing and Grubbing	Lump Sum	1	17,247.50	17,247.50
4. Grading (Including Borrow material)	Lump Sum	1	19,142. ⁰⁰	19,142.00
5. Stabilization	Lump Sum	1	3,500. ⁰⁰	3,500.00
6. Limerock Base (8" min.)	S.Y.	3165	8. ⁰⁰	25,320.00
7. Asphaltic Concrete (S.P. 12.5)	S.Y.	3115	9.30	28,969.50
8. Asphaltic Concrete (S.P.9.5, virgin mix)	S.Y.	3115	7.18	22,365.70
9. Concrete Pipe Culvert (18")	Lin Ft	216	35. ⁰⁰	7,560.00
10. Concrete MES (18")	Each	6	350. ⁰⁰	2,100.00
11. Concrete Ditch Pavement (4" reinforced)	S.Y.	70	60. ⁰⁰	4,200.00
12. Sodding (Bermuda; 42" roll)	S.Y.	840	2.95	2,478.00
13. Seed and Mulch	Lump Sum	1	2,800. ⁰⁰	2,800.00
14. Pavement Marking and Signing	Lump Sum	1	3,500. ⁰⁰	3,500.00
TOTAL AMOUNT OF BID				154,312.70

- 9. Pipe lengths include Mitered Ends.
- 13. All disturbed areas.
- 14. Paint (6"): Includes centerline, median edge lines and stop bars (two applications)
Two Stop signs.

FIRM: Curt's Construction & Hauling, Inc.

BY: 
President

Attest: 



4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX: (856) 985-6464

July 9, 2007

Mr. Dale Williams, County Manager
Columbia County
135 NE Hernando Ave.
Lake City, Florida 32056

RE: Building Code Effectiveness Grading Schedule Classification Results
Columbia County, FL

Dear Mr. Williams:

We wish to thank you and John Kerce for the cooperation given to us during our recent Building Code Effectiveness Grading Schedule (BCEGS) survey. Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information, and actuarial analysis to the property/casualty insurance industry in the United States. The BCEGS classifications are distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Columbia County.

ISO has completed its analysis of the building codes adopted by your community and the effort put forth to enforce those codes. The resulting BCEGS Classification is a Class 4 for 1& 2 family residential property and a Class 4 for commercial and industrial property.

The new Classification is a regression from the former Class 3 for 1& 2 family residential property and a Class 3 for commercial and industrial property. The principal reasons contributing to this regression are:

- Method of Code Adoption.
- Certification of Personnel.
- Detailed Record Keeping of Plan Review Activity.
- Existing Staffing of Inspection Staff.
- Detailed Record Keeping of Inspection Activity.

A revised BCEGS classification would apply to new buildings receiving a Certificate of Occupancy during or after the calendar year in which the revision takes place.

Before we re-classify your community to reflect this change, we would like to know if Columbia County desires to develop a program to regain Class PL 3 and CL 3. If this letter is acknowledged by August 9, 2007 advising us that this matter will be reviewed within the next three months we will postpone the implementation of the classification changes.

After review, if it is your decision to begin an improvement program to regain PL Class 3 and CL class 3, we will need to receive, by November 9, 2007, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time which will be needed to complete each item. No re-classifying action will be taken if changes are implemented to regain the current classification within one year of the receipt of this letter.

We have attached a copy of our report which will provide you additional information about the classification process and how we evaluated various aspects of your community's building codes and their enforcement. We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the classification that was developed, please let us know.

Sincerely,

Tonya Jones

Community Mitigation Analyst
BCEGS Building Codes Department
(856) 985-5600 FAX (800) 955-2422

cc: John Kerce

enclosure

Tonya Jones, Community Mitigation Analyst
ISO Regional Processing Center
4 B Eves Drive
Suite 200
Marlton, NJ 08053

Date: AUG 9, 2007

We have reviewed your letter of July 9, 2007 advising the results of the recent survey for Columbia County. With regards to the regression from our previous classification, we plan to take the following action (please check the appropriate statement below):

- We will review the results of the survey and decide if Columbia County, FL will institute programs to regain our previous BCEGS classification number. We understand that we are to notify ISO by August 9, 2007 of our decision.
- We are in the process of developing an action plan or have implemented an action plan to effect changes that will regain our original class. This plan will be submitted to ISO by November 9, 2007 and will include details of condition(s) to be addressed and a timeline for bringing the plan to completion.
- Columbia County has completed the action plan and we are attaching the relevant information to be evaluated by ISO for the purposes of re-classifying Columbia County.
- The conditions that have resulted in our less favorable classification are mandates Columbia County must adhere to. We do not intend to make significant changes in the immediate future to the other aspects of our agency that might improve the BCEGS classification.
- We have reviewed the results of the survey for Columbia County and feel our building code enforcement effort at present represents our best interest. We understand that you will contact us in approximately 5-years to update the survey. We can request a new BCEGS survey from ISO if we institute changes that would effect our classification.
- We would like an ISO BCEGS representative to contact us regarding our recent BCEGS evaluation. The person they should call is _____ at the following phone number (____)_____.
- Other, please explain.

Name: DALE WILLIAMS Title: COUNTY MANAGER
Street Address: 135 N.E. HERNANDO AVE (P.O. DRAWER 1529)
City: LAKE CITY State: FL Zip Code: 32056-1529
Phone Number: (386) 759-1005

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

August 10, 2007

M E M O

TO: Board of County Commissioners

FR: Elizabeth Porter, Board Chairperson

A handwritten signature in black ink, appearing to be 'E. Porter', written next to the 'FR:' line.

RE: Meeting Rules and Procedures

Please find attached a copy of the "Meeting Rules and Procedures" adopted by the Board. These rules and procedures are required by the Columbia County Charter and were adopted on an interim basis.

It is my opinion that the rules and procedures have been in place long enough for the Board to consider changes as necessary and adopt the rules and procedures in final form. Due to recent citizen comments, I would ask that the Board pay particular attention to the policy as it relates to time limitations.

DW/cnb

BOARD MEETINGS: ON TUESDAY AT 10:00 AM
AND THIRD THURSDAY AT 7:00 PM

**COLUMBIA COUNTY, FLORIDA
MEETING RULES AND PROCEDURES**

INTERIM POLICY

1.) PURPOSE:

The purpose of this interim policy is to comply with Section 2.8 (4) of the Columbia County Charter pertaining to rules and procedures necessary for the orderly transaction of the business of the Board of County Commissioners. It is the intent of the Board of County Commissioners to replace this interim policy upon full review and discussion of the items to be included in a permanent policy.

2.) AGENDAS:

- a.) agendas shall be prepared by county staff subject to the review and edification of the Chair of the Board of County Commissioners.
- b.) citizens desiring to be placed on the agenda shall request to do so no later than 7 days prior to the meeting agenda on which they desire to be placed. The Chair may waive the 7 day requirement for cause.
- c.) no citizen shall be unreasonably denied the right to address the Board of County Commissioners. Citizens not placed on the agenda shall be given the opportunity to address the Board of County Commissioners at the end of regular scheduled meetings.

3.) MEETINGS:

- a.) the Chair, or Vice-Chair in the absence of the Chair, shall preside over all meetings of the Board of County Commissioners.
- b.) the Chair, or Vice-Chair, shall have the power to conduct meetings in an orderly and civil manner. The Chair has the authority, in order to maintain civility, to recess a meeting, adjourn a meeting or have a person or persons removed from the podium and/or building. Prior to invoking any of the above actions for civil disobedience, the Chair shall give the individual or individuals two (2) warnings.
- c.) public discussion on agenda items not required for Public Hearing shall be at the sole discretion of the Chair or by the request of at least two (2) County Commissioners. Such discussion and comment shall be limited to two (2) minutes unless extended by the Chair.
- d.) public discussion on agenda items required for Public Hearing shall be limited to two (2) minutes per person unless extended by the Chair. The Chair shall have the right to set reasonable time limits for Public Hearings.
- e.) all Commissioners in attendance shall vote on all issues unless legally abstaining. The Chair shall vote last.
- f.) all official actions of the Board of County Commissioners shall be by motion and second.
- g.) the Chair shall allow public comment after the regular agenda is exhausted. Such public comment shall be limited to two (2) minutes per person unless extended by the Chair.

4.) INFORMALITIES:

The Board of County Commissioners reserves the right to waive informalities as they relate to these interim rules and procedures. An informality does not set aside any action taken by the Board of County Commissioners that otherwise complies with the laws of

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

AUGUST 16, 2007

- (1) Invoice - Donald F. Lee & Associates, Inc. - Engineering Services - \$6,750.00
- (2) Invoice - Donald F. Lee & Associates, Inc. - Retention Pond @ Emerald Forest & Calloway - \$1,345.00
- (3) Invoice - GSG, Inc. - Fire Rescue Special Assessment Program - \$10,005.00
- (4) Public Works - Request Permission to Contract Tree Specialist - Dead Tree on 369 NW Wilson Street
- (5) 9-1-1- Addressing - Naming of Unnamed Road - SW Serene Court, SE Racecar Court
- (6) Clerk of Court - Annual Government Financial Report - FY ended September 30, 2006 - \$107,459.68
- (7) Clerk of Court - Annual Government Financial Report - FY ended September 30, 2006 - Budget Amendment Proposed - \$13,019.03
- (8) Public Works - Request Approval to Remove a Pine Tree on Property Line by the Pumping Shed - SE Polk Lane
- (9) Veterans Service - Request Special Travel for Susan Melton - Training Conference - October 1-4, 2007
- (10) Columbia County Emergency Medical Services - Refund Request - Medicare - \$126.90

- (11) Columbia County Emergency Medical Services - Refund Request - Deborah Stanley - \$14.13
- (12) Columbia County Emergency Medical Services - Refund Request - First Coast Service Options - \$1,451.29
- (13) Suwannee River Economic Council, Inc. - (S.H.I.P.) - Columbia Annual Report and Certification of Regulatory Reforms - FY 2004-2005
- (14) Suwannee River Economic Council, Inc. - (S.H.I.P.) - Annual Reports for SHIP - Fiscal Years 2004-2005, 2005-2006 and 2006-2007
- (15) Suwannee River Economic Council, Inc. - (S.H.I.P.) - Release of Lien Agreement - Myrna Irizarry - \$6,000.00
- (16) Agreement - Columbia County and Saint Leo University - Internship Contract
- (17) Tax Collector - Adopt a Resolution for the Extension of the 2007 Assessment Rolls

Invoice

Invoice Numf

11-936

Invoice D:

6/20/97

Donald F. Lee & Associates, Inc.
140 NW Ridgewood Avenue
Lake City, FL 32055

Voice: 904 326 6600
Fax: 904 326 6600

Sold To:

Columbia Co. Bd. of Comm.
P.O. Box 1529
Lake City, FL 32056

Customer ID: Columbia County

Customer PO

97-5076

Payment Terms

Net 30 Days

Due Date

7-1-97

Description

Amount

Top survey in contract in part of Emerald Forest & Callway, 1 month prep and
ditch, some extra for the ditch.

Removal - 11.25 hours @ \$170.00 per hr.

1,912.50

Technical - 3.7 hours @ \$57.00 per hr.

210.90

Subtotal

2,123.40

Sales Tax

Total Invoice Amount

2,341.00

Check/Credit Memo No:

Payment/Credit Applied

TOTAL

2,341.00

8/16/07
Ag...la

G S G

public sector

Invoice

solutions

GOVERNMENT SERVICES GROUP, INC.

Sold To:

Columbia County
Attn: Dale Williams
P.O. Box 1529
Lake City, FL 32056-1529

Invoice Number

07069-111

Invoice Date

7/31/07

Page

Customer ID: 214

Customer PO	Payment Terms	Sales Rep ID	Due Date
FIRE ASSESSMENT	Net Due	CPT	7/31/07

Description	Amount
FIRE RESCUE SPECIAL ASSESSMENT PROGRAM TOTAL CONTRACT AMOUNT: \$20,010.00 PAYMENT 1 OF 2 DUE THIS INVOICE: BALANCE REMAINING: \$10,005.00	10,005.00

	Subtotal	10,005.00
	Sales Tax	
	Total Invoice Amount	10,005.00
Check No:	Payment Received	0.00
	TOTAL	10,005.00

- District No. 1 - Ronald Williams
- District No. 2 - Dewey Weaver
- District No. 3 - George Skinner
- District No. 4 - Stephen E. Bailey
- District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

8/16/07
AGENDA

TO: Dale Williams, County Manager
FROM: Farrell Feagle, Asst. Public Works Director
DATE: August 7, 2007
SUBJECT: NW Wilson St.

Please be advised this is to confirm your verbal approval for the removal of a dead tree located at 369 NW Wilson Street this date. Due to the conditions of the tree and the dangers associated with the removal of the dead tree this work will be contacted out on an emergency bases.

Thank you for your continued assistance and cooperation to this Department.

/lsg

Farrell Feagle

ID #	DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
32802		UNNAMED	RD	47S, L CR138, R TRULUCK, L UNNAMED RD	SW	SERENE (PRIVATE RD) (PENDING BCCA)	CT	SW SR47, L SW CR138, R SW TRULUCK TER, L SW SERENE CT	RUNS FROM TRULUCK SOUTH THEN WEST TO DEADEND	35-7S- 16

ID #	DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
32824		UNNAMED	RD	441S. L MAID MARION RD. L UNNAMED RD (OAK FOREST SUBDIVISION)	SE	RACECAR (PRIVATE RD) (PENDING BCCA)	CT	S US HWY 441, L SE MAID MARION LN, L SE RACECAR CT	RUNS FROM MAID MARION RD NORTH TO DEAD END	10-7S- 17

P. DeWitt Cason

Clerk of Circuit Court - Columbia County, Florida

August 1, 2007

The Honorable Elizabeth Porter, Chairwoman
Columbia County Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056

Madam Chair

Attached is the Clerk of Court's Annual Local Government Financial Report for the fiscal year ended 09/30/2006.

Also, enclosed is check number 9835 in the amount of \$107,459.68. This represents excess fees for this fiscal year. Also, the following budget amendment is proposed:

1	From Non Court-related - Fees	11,484.03
	From Clerk to the Board - Operating	1,535.00
	To Clerk to the Board - Personal Services	13,019.03

Thank you for your continued cooperation as we work together for the citizens of Columbia County.

Sincerely,



P. DeWitt Cason
Clerk of Courts

**COLUMBIA COUNTY CLERK OF COURT
 LOCAL GOVERNMENT FINANCIAL REPORT
 FISCAL YEAR ENDED 09/30/2006**

	<u>05-06 BUDGET</u>	<u>09/30/06 YTD</u>
NONCOURT		
REVENUES		
BCC	289,204	289,204
RECORDING FEES	197,842	328,349
IVD GRANT	42,991	98,680
OTHER CHARGES	199,387	255,738
TOTAL REVENUES	<u>729,424</u>	<u>971,971</u>
EXPENDITURES		
BCC	289,204	300,688
OTHER GEN GOV	380,012	457,900
IT	60,208	73,854
TOTAL EXPENDITURES	<u>729,424</u>	<u>832,442</u>
REVENUES - EXPENDITURES		139,529
PAID ON BEHALF OF TEEN COURT TO COURT FACILITY FUND (SEE BOARD MINUTS FROM 8/3/06 MEETING)		(32,070)
NET DUE TO BCC		<u>107,459</u>

009835

8/1/07

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY

\$107,459.68

EXCESS FEES FOR FY 05-06

009835

8/1/07

9835

\$107,459.68

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY



⑈009835⑈ ⑆263184488⑆

001446460⑈

- District No. 1 - Ronald Williams
- District No. 2 - Dewey Weaver
- District No. 3 - George Skinner
- District No. 4 - Stephan E. Bailey
- District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

8/16/07
agenda

TO: Dale Williams, County Manager

FROM: Hoyle Crowder, Public Works Director *h.crowder*

DATE: August 8, 2007

SUBJECT: SE Polk Lane Retention

Please be advised I am seeking approval to remove a pine tree on SE Polk Lane at the retention pond. The tree is in danger of falling on the County's pumping shed and possibly a house. The tree is located on the property line. I am attaching photos for your information.

Should you have any questions, please do not hesitate to contact me at (386)758-1019. Thank you for your assistance in this important matter.

/lsg

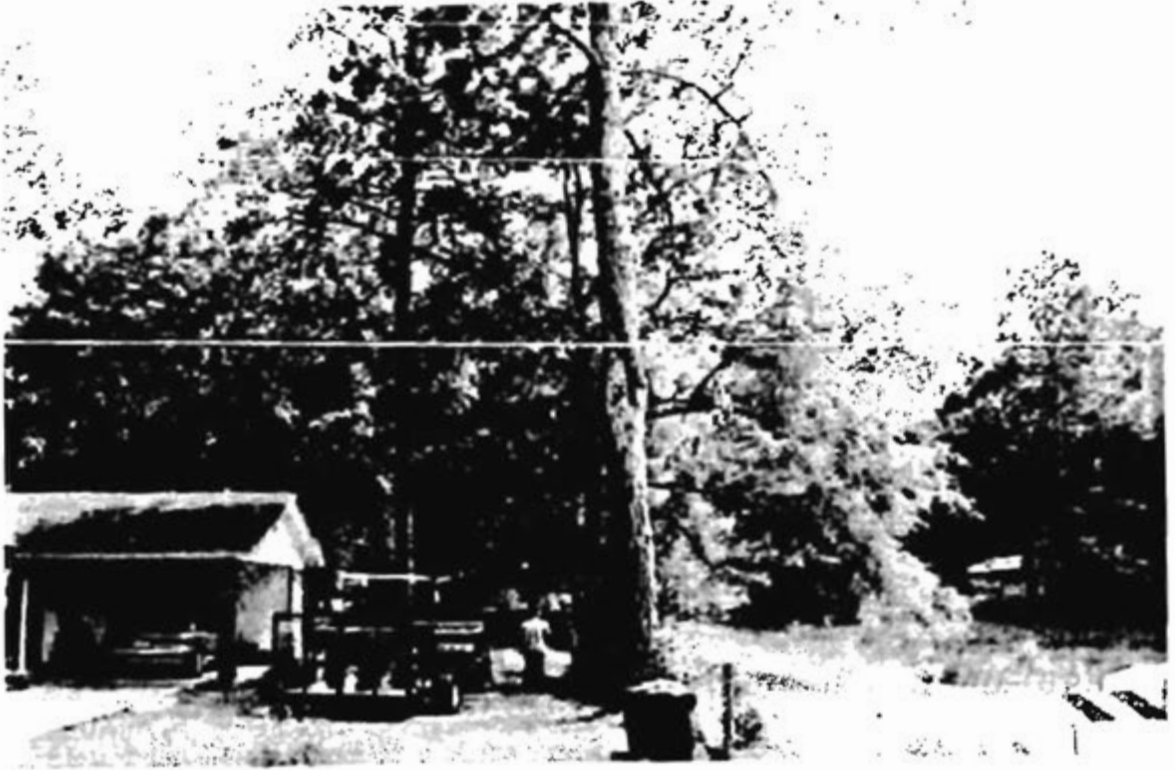
Attachments

XC: Commissioner Porter, District 5

SE Polk Lane
2007



SE Polk Lane
2007



SE Polk Lane
2007



Memo

To: Dale Williams
From: Bob Little (CVSO)
CC: Lisa Roberts
Date: August 3, 2007
Re: Special Travel Authorization

Dale,

Per our brief conversation on April 10, 2007 at the Lake City VAMC Hurricane Ribbon Preparedness Ceremony which we both attended I am asking your approval of special travel for Susan Melton so she may attend the October training conference from October 1, 2007 through October 4, 2007 in Tampa, Florida. If you recall during our brief conversation you have mentioned a possible provision being placed in the County Policies and Procedures Manual to allow for this type of request. However, to my knowledge it has not been implemented as of yet! Therefore, because of your guidance from a previously denied request, I am asking well in advance of your approval for separate transportation authorization for Susan Melton to attend the training conference. Specifically, I am requesting your approval for special travel consideration for Susan to attend the CVSO/Counselor training conference. Ms. Melton will have to drive separately and bring her husband who is disabled and assist with providing care for him because his condition has not improved, while she is attending the conference.

Therefore, I am requesting an exception to the current policy so that she may be allowed to drive her own vehicle and be authorized reimbursement for mileage separately from myself during this time frame.

If there are any further questions please feel free to call or correspond.

Cc: file

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES
P.O. BOX 2949
LAKE CITY, FL 32056
(386) 752-8787 *FAX (386) 719-7498**

To: Board of County Commissioners

Fr: Vicky Simmons

Dt: July 31, 2007

Re: Refund Requests

Due to Medicare processing payment prior to the patient's primary insurance carrier, an overpayment has occurred on the accounts below. Please issue a check in the amount of \$126.90 to:

Medicare Overpayments
P.O. Box 44141
Jacksonville, Florida 32231-4048

Patient	Date of Service	Amount
Solomon, George ID#577583755A	03/29/2007	\$126.90

Thank you in advance for your cooperation.

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES
P.O. BOX 2949
LAKE CITY, FL 32056
(386) 752-8787 *FAX (386) 719-7498**

To: Board of County Commissioners

Fr: Vicky Simmons

Dt: July 31, 2007

Re: Refund Requests

Due to the patient submitting payment prior to the secondary insurance carrier, an overpayment has occurred on the account below. Please issue a check in the amount of \$14.13 to:

Deborah Stanley
589 NW 20th Lane
Jennings, FL 32053

Patient	Date of Service	Amount
Stanley, Deborah	09/16/2006	\$14.13

Thank you in advance for your cooperation.

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES
P.O. BOX 2949
LAKE CITY, FL 32056
(386) 752-8787 *FAX (386) 719-7498**

To: Board of County Commissioners

Fr: Vicky Simmons

Dt: July 31, 2007



Re: Refund Requests

Due to error in processing on behalf of Medicare, an overpayment has occurred on the accounts below. Please issue a check in the amount of \$1451.29 to:

First Coast Service Options
Attn: Financial Services
P.O. Box 44039
Jacksonville, Florida 32231-4039

Patient	Date of Service	Amount
Hall, Daniel CI# 1004296211030	01/24/2004	\$251.94
Lovlace, Betty CI#1004191247070	06/27/2004	\$183.53
Marcum, Donna CI#0904218852250	07/28/2004	\$260.79
Norris, Thelma CI#1004335200760	01/28 2004	\$227.84
Redwine, Louise CI#1004342359460	11/29/2004	\$260.79
Ruark, Katherine CI#1005018248280	12/15/2004	\$266.40

Thank you in advance for your cooperation.



Suwannee River Economic Council, Inc.

*Post Office Box 70
Live Oak, Florida 32064*

ADMINISTRATIVE OFFICE - PHONE (386) 362-4115

FAX (386) 362-4078

E-Mail: franceserry@suwanneec.net

August 3, 2007

Lisa Roberts, Assistant County Coordinator
Columbia County
P. O. Box 1529
Lake City, Florida 32056-1529

Dear Ms. Roberts:

Attached please find four Certification forms for the S.H.I.P. Annual Report and four Certification of Regulatory Reform forms. Please have all sets signed and witnessed as indicated and return two (2) originals of both sets for our files.

We are also requesting that the Annual Report be put on the August 16th Consent Agenda and have attached one copy for the Agenda.

Should you have any questions, please give me a call.

Sincerely,

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

A handwritten signature in cursive script that reads "Frances Terry".

Frances Terry
Executive Director

FLT:sh

Attachments

cc: Columbia Annual Report
Reading File

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity:

Columbia County

Table A. Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (if rates vary for the same unit, enter greatest amount)				
	A	B	C	D	E
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed

Table B. Recap of Funding Sources for Units Produced

Source of \$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	548,569.87	12.32%
Public Money Expended	1,456,060.00	33.63%
Private Money Expended	1,582,272.90	35.10%
Owner Equity	443,239.90	18.94%
Total Value of All Units	4,451,046.77	100.00%

Table C. SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	548,569.87	592,081.43	92.05%	85%
CONSTRUCTION/REHABILITATION	548,569.87	592,081.43	92.65%	75%

* Include amounts expended, encumbered, & unencumbered (projected) in this table
 ** Trust Fund equals Distribution plus Recaptured Funds

Table D. Program Compliance - Income Set-Asides

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
A	B	C	D	E	F	
ELI	0.00	0.00	0.00	0.00	0.00%	593,124.87
Very-Low Income	219,153.30	0.00	0.00	219,153.30	38.95%	593,124.87
Low Income	180,000.00	0.00	0.00	180,000.00	30.35%	593,124.87
Moderate Income	149,416.57	0.00	0.00	149,416.57	25.19%	593,124.87
TOTAL	548,569.87	0.00	0.00	548,569.87	92.49%	593,124.87

** See 2. Available Funds* equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds
 *From Form 1 Table B Column B total
 53 C,D,E and 55 C,D,E should match
 Error if not same as Form 1 Table A Column A,B,C
 ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 60% or higher

Table E. Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, firefighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F. Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
A	B	C	D	E	F	G	H	
ELI	0.00	0	0.00	0.00	0	0.00	0.00	0
Very-Low Income	50,000.00	5	10,000.00	169,153.30	39	4,337.26	219,153.30	44
Low Income	180,000.00	18	10,000.00	0.00	0	0.00	180,000.00	18
Moderate Income	149,416.57	15	9,961.10	0.00	0	0.00	149,416.57	15
TOTAL	379,416.57	38	9,984.05	169,153.30	39	4,337.26	548,569.87	77

The total must equal Table D Expended by income category

NOTE: Must match Form 3 Column D45,E45&F45

Table G. Allowable Administration Set Aside from Program Income

Total Amount of Program Income	5% Maximum	10% Maximum	Total % Program Income Allowed for Administration	Total Admin Set-Aside Income Used
A	B	C	D	E
1,343.44	67.17	134.34	10.00%	0.00

* Counties and Eligible Municipalities, which receive more than the maximum distribution Use either the 5% or 10% whichever is less see Form 1 Table A Line 39
 ** Counties and Eligible Municipalities, which receive the maximum distribution or less

Table H. Allowable Administration Set Aside from Disposal Funds

Total Amount of Disposal Funds	5% Maximum	10% Maximum	Total % Disposal Funds Allowed for Administration	Total Admin Set-Aside Income Used
A	B	C	D	E
0.00	0.00	0.00	0.00%	0.00

* Counties and Eligible Municipalities, which receive more than the maximum distribution Use 5% or 10% as applicable See Form 1 Table A Line 40
 ** Counties and Eligible Municipalities, which receive the maximum distribution or less

FORM 3 Household Characteristics
Section 4215.15-9(a) F.S.

FLORIDA HOUSING FINANCE CORPORATION
SHIP PROGRAM ANNUAL REPORT
Fiscal Year 2004/2005
NAME OF LOCAL ENTITY
2004/2005
Columbia County
Submission Date 04/30/07

Strategy Description	Number of Households (Ship Produced)				Characteristics Age (Head of Household)					Family Size				Race (Head of Household)				Level of Tenure (by Number of Households)					
	0-4	5-9	10-14	15+	0-17	18-24	25-34	35-44	45-54	55+	1	2	3	4	White	Black	Hispanic	Other	Owned	Rent	Subsidized	Other	
Other (Agency/County/State)				0						0													
Subsidized	2	11	5	19	0	0	2	1	19	8	11	19	13	6									15
Non-Subsidized			2	2			1		2		2		2										2
Total			0	0					0		0		0										0
Other (Agency/County/State)				0					0														0
Subsidized	2	6	7	15	0	0	2		15	2	13	15	10	4	1								15
Non-Subsidized		1	1	2			1		2		2		2										2
Total			0	0					0		0		0										0
Other (Agency/County/State)				0					0														0
Subsidized	15		15		0	4	8	15	0	9	15	4	10	1									15
Non-Subsidized	24		24		2	11	11	24	16	7	1	24	10	14									24
Total			0	0				0		0		0		0									0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0					0														0
Non-Subsidized				0					0														0
Total				0					0														0
Other (Agency/County/State)				0					0														0
Subsidized				0			</																

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity: Columbia County

Table A: Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (If rents vary for the same unit, enter greatest amount)				
	-	B	C	D	E
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed

Table B: Recap of Funding Sources for Units Produced

Source of \$5 Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	526,049.54	13.69%
Public Money Expended	470,086.00	12.23%
Private Funds Expended	828,176.00	21.55%
Owner Equity	2,018,270.46	52.52%
Total Value of All Units	3,842,532.00	100.00%

Table C: SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	526,049.54	570,985.00	92.14%	85%
CONSTRUCTION/REHABILITATION	526,049.54	570,985.00	92.13%	75%

* Include amounts expended, encumbered & unencumbered (projected) in this table
 ** Trust Fund equals Distribution plus Recaptured Funds

Table D: Program Compliance - Income Set-Asides

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
A	B	C	D	E	F	
EL	0.00	0.00	0.00	0.00	0.00%	572,038.04
Very-Low Income	336,677.21	0.00	0.00	336,677.21	58.86%	572,038.04
Low Income	85,000.00	0.00	0.00	85,000.00	14.86%	572,038.04
Moderate Income	104,372.33	0.00	0.00	104,372.33	18.25%	572,038.04
TOTAL	526,049.54	0.00	0.00	526,049.54	91.96%	572,038.04

* Total Available Funds* equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds = 526,049.54 (From Form 1 Table A)
 ** From Form 1 Table B Column B total = 526,049.54 0.00 0.00 Error! Not same as Form 1 Table A Column A,B,C
 53 C,D,E and 55 C,D,E should match

Table E: Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, firefighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F: Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
A	B	C	D	E	F	G	H	
EL	0.00	0	0.00	0.00	0	0.00	0.00	0
Very-Low Income	32,500.00	2	16,250.00	304,177.21	63	4,828.21	336,677.21	65
Low Income	85,000.00	5	17,000.00	0.00	0	0.00	85,000.00	5
Moderate Income	104,372.33	8	13,046.54	0.00	0	0.00	104,372.33	8
TOTAL	221,872.33	15	14,791.49	304,177.21	63	4,828.21	526,049.54	78

This total must equal Table D Expended by income category

NOTE: Must match Form 3 Column D45, E45&F45

Table G: Allowable Administration Set Aside from Program Income

Total Amount of Program Income	**5% Maximum	**10% Maximum	Total ** Program Income Allowed for Administration	Total Admin. Set-Aside Income Used
A	B	C	D	E
1,052.04	52.60	105.20	105.20	0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution Use either the 5% or 10% \$ amount See Form 1 Table A Line 19
 ** Counties and Eligible Municipalities which receive the minimum distribution or less

Table H: Allowable Administration Set Aside from Disaster Funds

Total Amount of Disaster Funds Available	**5% Maximum	**10% Maximum	Total ** Disaster Funds Allowed for Administration	Total Admin. Set-Aside Income Used
A	B	C	D	E
0.00	0.00	0.00	0.00	0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution Use 5 or 10% as applicable See Form 1 Table A (24)

Activity Description	Number of households (Units Produced)					Characteristics (Age (Percent of Households))					Family Size			Race (Percent of Households)						Specialty (Percent of Households)						
	1-2	3-4	5-6	7-8	9-10	0-17	18-24	25-34	35-44	45-54	55-64	65+	1	2	3+	White	Black	Hispanic	Asian	Other	Other	Other	Other	Other	Other	
100. Utility Charges, Cust. Fees				0											0											
101. Management	2	1	2	5		1	3		1				1	3	1											
102. Maintenance		1	2	3		2	1						1	2	1											
103. Other				0											0											
104. Other				0											0											
105. Other		1	4	5		1	4						2	5	3											
106. Other				7									2	2	2											
107. Other				0											0											
108. Other				0											0											
109. Other				0											0											
110. Other	19			19		10	9		19	14	41	3	19	6	13											
111. Other	44			44		3	16	25	44	28	19		44	16	25											
112. Other				0											0											
113. Other				0											0											
114. Other				0											0											
115. Other				0											0											
116. Other				0											0											
117. Other				0											0											
118. Other				0											0											
119. Other				0											0											
120. Other				0											0											
121. Other				0											0											
122. Other				0											0											
123. Other				0											0											
124. Other				0											0											
125. Other				0											0											
126. Other				0											0											
127. Other				0											0											
128. Other				0											0											
129. Other				0											0											
130. Other				0											0											
131. Other				0											0											
132. Other				0											0											
133. Other				0											0											
134. Other				0											0											
135. Other				0											0											
136. Other				0											0											
137. Other				0											0											
138. Other				0											0											
139. Other				0											0											
140. Other				0											0											
141. Other				0											0											
142. Other				0											0											
143. Other				0											0											
144. Other				0											0											
145. Other				0											0											
146. Other				0											0											
147. Other				0											0											
148. Other				0											0											
149. Other				0											0											
150. Other				0											0											
TOTAL	0	65	5	6	76	4	11	28	35	76		45	31	2	76	37	41	0	0	0	0	0	0	0	0	
TOTALS	0	65	5	6	76					76					76											0

(Use additional pages as necessary)
 SHIP ARSIC 1

FLORIDA HOUSING FINANCE CORPORATION
SHIP PROGRAM ANNUAL REPORT

Name of Local Entity: Columbia County

1. Please provide information on the status of the implementation of the Local Housing Incentive Plan or Incentive Strategy adopted by the local Affordable Housing Assistance Plan.

- A. Incentive Strategy
See Attachment A for responses to 1A-1E.
- B. Adopting Ordinance or Resolution Number or identify local policy
- C. Implementation Schedule (Date)
- D. Has the plan or strategy been implemented? If no, describe steps that will be taken to implement the Plan
- E. Status of Strategy (Is the strategy functioning as intended, i.e., are time frames being met, etc.)

2. Attach a concise description of the support services that are available to the residents of affordable housing.
See Attachment B

3. Attach such other data or unique affordable housing accomplishments considered significant by your Agency. (Success Stories, newspaper clippings, etc.)
No stories or clippings.

4. Describe how the Annual Report was made available for public inspection and comments. Attach copies of all comments that were received and provide the local government's response.
Advertised in local paper, no comments received.

5. Mortgage Default or Foreclosure

- A. Since State fiscal year 1992-93, 183 mortgages have been made to very low income households with 5 in default.
- B. Since State fiscal year 1992-93, 164 mortgages have been made to low income households with 11 in default.
- C. Since State fiscal year 1992-93, 135 mortgages have been made to moderate income households with 5 in default.
- D. Total default rate for all mortgages 0.4%.

6. Describe how eligible sponsors (if applicable) that employed personnel from welfare to work programs.
No eligible sponsors.

7. List strategies and give the average cost of production
Emergency Repairs - \$5,619.89
Down Payment Closing Costs/New - \$24,062.50
Down Payment Closing Costs/Existing - \$19,686.51

8. Counties and eligible municipalities utilizing SHIP program funds must provide a list of recipients by strategy including names, addresses and zip codes for each fiscal year reporting to Florida Housing Finance Corporation. NOTE - One for each FYS UNPENDED FUNDS

ATTACHMENT B

SUPPORT SERVICES

1. Suwannee River Economic Council, Inc. will provide a Housing Counselor (not paid out of SHIP funds) to train persons for the responsibility of homeownership, credit counseling, etc.

2. The wide range of Suwannee River Economic Council, Inc. support services will be available to SHIP recipients including:

Community Services Block Grant (information & referral,
emergency services and self sufficiency)

Low Income Home Energy Assistance Program

United States Department of Agriculture Commodities

Aging Programs

Transportation

Weatherization

Housing Preservation

Migrant Education

ATTACHMENT A

Page 1

I. Status of incentive strategy

- A. Incentive Strategy:
Expediting permits
- B. Adopting ordinance or resolution number or identify local policy:
Adopting Resolution 94-R-10 (original), adopted 02/17/94;
Amended Resolution 95-R-17 adopted 03/16/95.
- C. Implementation schedule (date):
From date of adoption if over 1,200 permits issued per year.
- D. Has the plan or strategy been implemented? If no, describe steps that will be taken to implement the plan:
The threshold of 1,200+ permits a year has not been met to trigger provisions of the plan.
- E. Status of strategy: (Is the strategy functioning as intended?)
There is not enough activity to trigger provisions; therefore, no revisions are necessary.

ATTACHMENT A

Page 2

1. Status of incentive strategy

A. Incentive Strategy:

A process calling for the county building department to review any change in county ordinance, policy, comprehensive plan, building regulation or procedure which may increase the cost of housing, prior to its adoption by the County Commission. County staff will review the proposed action and prepare a written report with recommendations prior to the adoption of the action. The staff's review will consider the date, action being considered, description of the action and potential cost on housing. When considering potential impact on housing, staff shall answer the following questions: 1. Will the action increase the cost of development? 2. Will the action increase time of approval? 3. Does the action increase long-term development costs?

B. Adopting ordinance or resolution number or identify local policy:

Adopted Resolution No. 94-R-10 on 2/17/94.

C. Implementation schedule (date)

Implemented on adoption: no activity.

D. Has the plan or strategy been implemented? If no, describe steps that will be taken to implement the plan:

There were no new ordinances or policy changes which might effect the cost of housing. Thus, the plan was not implemented.

E. Status of strategy: (Is the strategy functioning as intended?)

No changes are needed at this time.

CERTIFICATION
For Implementation of
Regulatory Reform Activities
Required by S.H.I.P.

On behalf of Columbia County, I hereby certify that the following information
(NAME OF LOCAL GOVERNMENT)
is true and accurate as of the date of submission:

- 1) Permits as defined in s.163.3164(7) and (8)* for affordable housing projects are expedited to a greater degree than other projects; and
- 2) There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
- 3) The cumulative cost per newly constructed housing per housing unit, from these actions for **FY 2006/2007 is estimated to be \$ 0.
- 4) The cumulative cost per rehabilitated housing per housing unit, from these actions for **FY 2006/2007 is estimated to be \$ 0.

_____ Date _____ Date _____
 Witness Chief Elected Official

Elizabeth Porter, Chairman
(Type) Name and Title

_____ Date _____ Date _____
 Witness County/City Administrator
(whichever applies)

(Type) Name and Title

Or

_____ Date _____
 Attest (Seal)

Note: This form will be utilized beginning with **FY 2003/2004

* 163.3164(7) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit. 163.3164(8) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

CERTIFICATION

On behalf of Columbia County, I hereby certify that the information presented
(NAME OF LOCAL GOVERNMENT)
herein is true and accurate as of the date of submission.

Date _____ Date _____
Witness Chief Elected Official or Designee

Date _____ Elizabeth Porter, Chairman Date _____
Witness (Type) Name and Title

Or

Date _____
Attest (Seal)

GENERAL INFORMATION

Name of Person to call regarding the **Annual Report** Form:
Frances L. Terry

Telephone Number: (386) 362-4115

SHIP AR/02-1



Suwannee River Economic Council, Inc.

Post Office Box 70
Live Oak, Florida 32064

ADMINISTRATIVE OFFICE - PHONE (386) 362-4115

FAX (386) 362-4078

E-Mail: francesterry@suwanneecouncil.net

August 2, 2007

6/16/07
Florida

Elizabeth Porter, Chairwoman
Columbia Board of County Commissioners
P. O. Box 1529
Lake City, Florida 32056-1529

Re: Columbia County SHIP Annual Report

Dear Commissioner Porter:

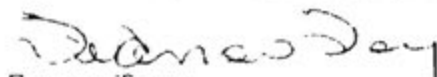
Suwannee River Economic Council, Inc. is in the process of placing a public notice in the local paper notifying the public that Columbia County will be submitting its SHIP Annual Report and that a copy of the Annual Report is available at your office for inspection and review.

Enclosed please find two (2) Annual Reports for SHIP fiscal years 2004/2005, 2005/2006 and 2006/2007. Please make these available to the public if inquiries are received.

If you have any questions or require additional information, please advise.

Sincerely,

SUWANNEE RIVER ECONOMIC COUNCIL, INC.


Frances Terry
Executive Director

FLT:sh

cc: Annual Report File
Reading File

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity Columbia County

Table A: Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES ACTUAL (if rents vary for the same unit, enter greatest amount)				
	A	B	C	D	E
	Eff	1 Bed	2 Bed	3 Bed	4 Bed

Table B: Recap of Funding Sources for Units Produced

Source of \$\$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	548,569.87	12.32%
Public Moneys Expended	1,490,000.00	33.63%
Private Funds Expended	1,562,227.00	35.10%
Owner Equity	843,239.90	18.94%
Total Value of All Units	4,451,046.77	100.00%

Table C: SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	548,569.87	592,081.43	92.65%	65%
CONSTRUCTION/REHABILITATION	548,569.87	592,081.43	92.65%	75%

*Include amounts expended, encumbered, & unencumbered (projected) in this table
**Trust Fund equals Distribution plus Recaptured Funds

Table D: Program Compliance - Income Set-Asides

Program Compliance by Funds Expended, Encumbered, Unencumbered (projected)

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	**Total Available Funds
A	B	C	D	E	F	
ELI				0.00	0.00%	593,124.87
Very-Low Income	219,153.30			219,153.30	36.85%	593,124.87
Low Income	180,000.00			180,000.00	30.35%	593,124.87
Moderate Income	149,416.57			149,416.57	25.18%	593,124.87
TOTAL	548,569.87	0.00	0.00	548,569.87	92.49%	593,124.87

*Total Available Funds** equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds

**From Form 1 Table B Column B total

53 C,D,E and 56 C,D,E should match

From Form 1 Table A

Error if not same as Form 1 Table A Column A,B,C

ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 60% or higher

Table E: Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F: Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
A	B	C	D	E	F	G	H	
ELI			#DIV/0!			#DIV/0!	0.00	0
Very-Low Income	50,000.00	5	10,000.00	169,153.30	39	4,337.26	219,153.30	44
Low Income	110,000.00	18	10,000.00			#VALUE!	180,000.00	18
Moderate Income	149,416.57	15	9,961.10			#VALUE!	149,416.57	15
TOTAL	379,416.57	38	9,984.65	169,153.30	39	4,337.26	548,569.87	77

The total must equal Table D Expended by Income category

NOTE: Must match Form 3 Column D45,E45&F45

Table G: Allowable Administration Set Aside from Program Income

Total Amount of Program Income	** 1% Maximum	** 10% Maximum	Total % Program Income Allowed for Administration	Total Admin/Set-Aside Income Used
A	B	C	D	E
1,043.34	10.43	104.34		0.00

* Counties and Eligible Municipalities, which receive more than the maximum distribution

** Counties and Eligible Municipalities, which receive less than the maximum distribution or less

Use either the 5% or 10% \$ amount

see Form 1

Table A

Line 39

Table H: Allowable Administration Set Aside from Disaster Funds

Total Amount of Disaster Funds	** 1% Maximum	** 10% Maximum	Total Disaster Funds Allowed for Administration	Total Admin/Set-Aside Income Used
A	B	C	D	E
0.00	0.00	0.00		0.00

* Counties and Eligible Municipalities, which receive more than the maximum distribution

** Counties and Eligible Municipalities, which receive less than the maximum distribution or less

Use 5 or 10% as applicable

See Form 1 Table A

D40

Strategy Description	Number of Households (Family Production)				Characteristics Age (Head of Household)					Family Size				Race (Head of Household)						Type of Family (All Members of Household)												
	1-2	3-4	5-6	Total	18-24	25-34	35-44	45-54	55-64	65+	1	2	3	Total	White	Black	Hispanic	Other	Total	Other	Total	Total	Other	Total	Total	Other	Total	Total				
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
...	3	11	5	19	8	8	2	1	19	8	11	10	13	6	19					19												
...	2	2	0	4	1	1	0	0	2	2	2	0	0	2					2													
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0					0													
...	2	8	7	17	6	9	3	0	15	2	13	15	10	4	1	15					15											
...	1	1	2	4	1	1	0	0	2	2	2	0	0	2					2													
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0					0													
...	15	0	0	15	3	4	8	0	15	6	9	15	4	10	3	15					15											
...	24	0	0	24	2	11	11	0	24	16	7	1	24	10	14	3	24					24										
TOTALS	0	44	18	77	15	21	21	20	77	32	44	1	77	41	34	2	0	0	0	77	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	0	44	18	77					77				77							77											0	

(Use bottom of page as necessary)
 SHIP AD-02-1

SEE INSTRUCTIONS FOR FILING THIS REPORT

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity Columbia County

Table A. Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (If rents vary for the same unit, enter greatest amount)				
	A	B	C	D	E
	Eff	1 Bed	2 Bed	3 Bed	4 Bed

Table B. Recap of Funding Sources for Units Produced

Source of \$\$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	528,049.54	13.69%
Public Monies Expended	470,086.00	12.23%
Private Funds Expended	828,126.00	21.95%
Owner Equity	2,018,270.46	52.52%
Total Value of All Units	3,844,532.00	100.00%

Table C. SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	528,049.54	570,985.00	92.13%	85%
CONSTRUCTION/REHABILITATION	528,049.54	570,985.00	92.13%	75%

* Include amounts expended, encumbered, & unencumbered (projected) in this table
** Trust Fund equals Distribution plus Recaptured Funds

Table D. Program Compliance - Income Set-Asides

Program Compliance by Funds Expended, Encumbered, Unencumbered (projected)

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
A	B	C	D	E	F	
ELI	0.00	0.00	0.00	0.00	0.00%	572,038.04
Very-Low Income	338,677.21	0.00	0.00	338,677.21	58.86%	572,038.04
Low Income	85,000.00	0.00	0.00	85,000.00	14.86%	572,038.04
Moderate Income	104,372.33	0.00	0.00	104,372.33	18.25%	572,038.04
TOTAL	528,049.54	0.00	0.00	528,049.54	91.96%	572,038.04

Total Available Funds equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds
*From Form 1 Table B Column B total
53 C,D,E and 55 C,D,E should match
Error if not same as Form 1 Table A Column A,B,C
ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 80% or higher

Table E. Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F. Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
A	B	C	D	E	F	G	H	
ELI	0.00	0	#DIV/0!	0.00	0	#DIV/0!	0.00	0
Very-Low Income	32,500.00	2	16,250.00	304,177.21	63	4,828.21	336,677.21	65
Low Income	85,000.00	5	17,000.00	0.00	0	#VALUE!	85,000.00	9
Moderate Income	104,372.33	8	13,046.54	0.00	0	#VALUE!	104,372.33	8
TOTAL	221,872.33	15	14,791.49	304,177.21	63	4,828.21	528,049.54	78

The total must equal Table D Expended by income category

NOTE: Must match Form 3 Column D45,E45&F45

Table G. Allowable Administration Set Aside from Program Income

Total Amount of Program Income	5% Maximum	** 10% Maximum	Total % Program Income Allowed for Administration	Total Admin/Other Income Used
A	B	C	D	E
1,253,104	62,655	125,310		0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution
** Counties and Eligible Municipalities which receive the minimum distribution of funds
Use either the 5% or 10% \$ amount
see Form 1 Table A Line 39

Table H. Allowable Administration Set Aside from Disaster Funds

Total Available Disaster Funds	5% Maximum	** 10% Maximum	Total % of Disaster Funds Allowed for Administration	Total Admin/Other Income Used
A	B	C	D	E
0.00	0.00	0.00		0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution
** Counties and Eligible Municipalities which receive the minimum distribution of funds
Use either the 5% or 10% \$ amount
see Form 1 Table A C40

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity Columbia County

Table A. Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (if rents vary for the same unit, enter greatest amount)				
	A	B	C	D	E
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed

Table B. Recap of Funding Sources for Units Produced

Source of \$\$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	596,783.31	15.00%
Public Monies Expended	639,464.00	16.17%
Private Funds Expended	1,455,341.00	36.79%
Owner Equity	1,283,921.60	31.95%
Total Value of All Units	3,955,510.00	100.00%

Table C. SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	695,408.43	753,804.08	92.25%	85%
CONSTRUCTION/REHABILITATION	695,408.43	753,804.08	92.25%	75%

* Include amounts expended, encumbered, & unencumbered (projected) in this table
 ** Trust Fund equals Distribution plus Recaptured Funds

Table D. Program Compliance - Income Set-Asides

Program Compliance by Funds Expended, Encumbered, Unencumbered (projected)

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
	A	B	C	D	E	F
ELI	96,018.97	3,836.15		99,855.12	13.25%	753,536.93
Very-Low Income	109,778.24	20,182.59		129,960.83	17.25%	753,536.93
Low Income	265,700.00	34,300.00	24,979.38	324,979.38	43.13%	753,536.93
Moderate Income	125,286.10	15,325.00		140,611.10	18.66%	753,536.93
TOTAL	596,783.31	73,643.74	24,979.38	695,406.43	92.29%	753,536.93

* Total Available Funds equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds.

** From Form 1 Table B Column B total

53 C,D,E and 55 C,D,E should match

695,406.43 (From Form 1 Table A)

Error if not equal to Form 1 Table A Column A,B,C

ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 60% or higher

Table E. Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F. Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
	A	B	C	D	E	F	G	H
ELI	0.00	0	#DIV/0!	96,018.97	19	5,053.63	96,018.97	19
Very-Low Income	27,500.00	1	27,500.00	82,278.24	13	6,329.10	109,778.24	14
Low Income	265,700.00	9	29,522.22			#VALUE!	265,700.00	9
Moderate Income	125,286.10	2	62,643.05			#VALUE!	125,286.10	2
TOTAL	418,486.10	12	34,873.84	178,297.21	32	5,571.79	596,783.31	44

The total must equal Table D Expended by income category

NOTE: Must match Form 3 Column D45 E45&F45

Table G. Allowable Administration Set Aside from Program Income

Total Amount of Program Income	** Maximum	**10% Maximum	Total % Program Income Allowed for Administration	Total Administration Income (used)
A	B	C	D	E
(267,151)	(133,575)	(26,715)	(29,372)	0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution

** Counties and Eligible Municipalities which receive the minimum distribution or less

Use either the 5% or 10% limit as applicable

see Form 1 Table A Line 39

Table H. Allowable Administration Set Aside from Disaster Funds

Total Amount of Disaster Funds	** Maximum	**10% Maximum	Total % of Funds Allowed for Administration (used)	Total Administration Income (used)
A	B	C	D	E
(1,100)	(550)	(110)	(100)	(1,100)

* Counties and Eligible Municipalities which receive more than the minimum distribution

** Counties and Eligible Municipalities which receive the minimum distribution or less

Use either 10% or applicable

see Form 1 Table A C41

FLORIDA HOUSING FINANCE CORPORATION
 SHIP PROGRAM ANNUAL REPORT

Fiscal Year
 NAME OF LOCAL ENTITY

2006/07
 Citrus County

Worksheet Date 08/30/07

Strategy Description	Number of Households (by Product)				Characteristics Age (Head of Household)					Family Size			Race (Head of Household)					Special Needs (by Member of Household)												
	1	2	3	4	15	16-17	18-24	25-34	35-44	45-54	55-64	65+	1	2	3+	White	Black	Hispanic	Other	None	1	2	3	4	5	6	7	8	9	10
...				2								0																		
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Strategy Description	Number of Households (Head of Household)				Characteristics Age (Head of Household)				Family Size				Race (Head of Household)				Special Needs (If Member of the Family)					
	White	Black	Hispanic	Total	70+	65-69	50-64	18-49	Total	1	2	3	4+	White	Black	Hispanic	Total	Handicapped	Other	Other	Other	
Total	0	44	18	15	77	15	21	21	20	77	32	44	1	77	41	34	2	0	0	0	77	
TOTALS	0	44	18	15	77					77				77								77

(Use additional pages as necessary)
 SHIP ARJG, 1

FLORIDA HOUSING FINANCE CORPORATION - SHIP PROGRAM ANNUAL REPORT

Name of Local Entity: Columbia County

Table A: Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (If rents vary for the same unit, enter greatest amount)				
	A	B	C	D	E
	0 Br	1 Bed	2 Bed	3 Bed	4 Bed

Table B: Recap of Funding Sources for Units Produced

Source of \$\$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	526,049.54	13.93%
Public Money Expended	470,186.00	12.23%
Private Funds Expended	828,126.00	21.55%
Owner Equity	2,018,270.46	52.92%
Total Value of All Units	3,842,532.00	100.00%

Table C: SHIP Program Compliance Summary - Home Ownership/Construction/Rehab*

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	526,049.54	570,985.00	92.13%	65%
CONSTRUCTION/REHABILITATION	526,049.54	570,985.00	92.13%	75%

* Include amounts expended, encumbered, & unencumbered (projected) in this table
 ** Trust Fund equals Distribution plus Recaptured Funds

Table D: Program Compliance - Income Set-Asides

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
A	B	C	D	E	F	
ELI	0.00	0.00	0.00	0.00	0.00%	572,038.04
Very-Low Income	336,677.21	0.00	0.00	336,677.21	58.86%	572,038.04
Low Income	85,000.00	0.00	0.00	85,000.00	14.86%	572,038.04
Moderate Income	104,372.33	0.00	0.00	104,372.33	18.29%	572,038.04
TOTAL	526,049.54	0.00	0.00	526,049.54	91.98%	572,038.04

Total Available Funds equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds
 **From Form 1 Table B Column B total
 Error if not same as Form 1 Table A Column A,B,D
 53 C,D,E and 55 C,D,E should match
 ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 80% or higher

Table E: Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F: Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
A	B	C	D	E	F	G	H	
ELI	0.00	0	0.00	0.00	0	0.00	0.00	0
Very-Low Income	32,500.00	2	16,250.00	304,177.21	63	4,828.21	336,677.21	65
Low Income	85,000.00	5	17,000.00	0.00	0	0.00	85,000.00	5
Moderate Income	104,372.33	8	13,046.54	0.00	0	0.00	104,372.33	8
TOTAL	221,872.33	15	14,791.49	304,177.21	63	4,828.21	526,049.54	78

This table must equal Table D Expended by Income Category

NOTE: Must match Form 3 Column 045, E45AF45

Table G: Allowable Administration Set Aside from Program Income

Total Amount of Program Income	5% Maximum	10% Maximum	Total % Program Income Allowed for Administration	Total Administration Income Used
A	B	C	D	E
1,053.34	52.67	105.33	10.00%	0.00

* Counties and Eligible Municipalities which receive more than the maximum distribution Use either the 5% or 10% \$ amount See Form 1 Table A Line 39
 ** Counties and Eligible Municipalities which receive the maximum distribution of less

Table H: Allowable Administration Set Aside from Grantor Funds

Total Amount of Grantor Funds	5% Maximum	10% Maximum	Total Dollars for Admin. and Int. Administration	Total Administration Income Used
A	B	C	D	E
0.00	0.00	0.00	0.00	0.00

* Counties and Eligible Municipalities which receive more than the maximum distribution Use 5% of A, if applicable See Form 1 Table A Line 39
 ** Counties and Eligible Municipalities which receive the maximum distribution of less

FLORIDA HOUSING FINANCE CORPORATION
 SHIP PROGRAM ANNUAL REPORT

Fiscal Year
 NAME OF LOCAL ENTITY:

2005-2006
 Columbia County

Report Date: 08/30/07

Shopper Description	Number of households (Units Produced)				One or more age (Head of household)					Family Size				Race (Head of household)					Type of Tenure (All Members of household)										
	1	2	3	4	15	16	17-18	19	20	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
...	2	1	2	5	3	5		1	5	1	3	1	5	3	2														
...	1	2	3	2	5				3	2	1		3																
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
...	1	4	5	1	4			5	5	5		5	5	5															
...	2	2	2	2	2		2	2	2	2		2	2	2															
...	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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...	44		44		3	16	25	44	28	15		18	25																
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FLORIDA HOUSING FINANCE CORPORATION SHIP PROGRAM ANNUAL REPORT

Name of Local Entity

Columbia County

Table A: Rental Unit Information

STRATEGY DESCRIPTION	RENTAL RATES - ACTUAL (if rents vary for the same unit, enter greatest amount)			
	A	B	C	E
	Ent	1 Bed	2 Bed	4 Bed

Table B: Recap of Funding Sources for Units Produced

Source of \$ Produced thru June 30th for Units	Amount of Funds Expended to Date	% of Total Value
A	B	C
SHIP Funds Expended	596,783.31	15.09%
Public Money Expended	639,464.00	16.12%
Private Funds Expended	1,455,341.00	36.79%
Owner Equity	1,263,921.69	31.95%
Total Value of All Units	3,955,510.00	100.00%

Table C: SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds*	Trust Fund**	% of Trust Fund	FL Statute Minimum %
A	B	C	D	E
HOME OWNERSHIP	695,406.43	753,804.08	92.25%	85%
CONSTRUCTION/REHABILITATION	695,406.43	753,804.08	92.25%	75%

* Include amounts expended, encumbered, & unencumbered (projected) at this table

** Trust Fund equals Distribution plus Recaptured Funds

Table D: Program Compliance - Income Set-Asides

Program Compliance by Funds Expended, Encumbered, Unencumbered (projected)

Income Category	SHIP \$ Expended	SHIP \$ Encumbered	SHIP \$ Unencumbered	Total A+B+C	% of Total Available Funds	Total Available Funds
	A	B	C	D	E	F
ELI	96,018.97	3,836.15		99,855.12	13.25%	753,536.93
Very-Low Income	109,778.24	20,182.59		129,960.83	17.25%	753,536.93
Low Income	265,700.00	34,300.00	24,979.38	324,979.38	43.13%	753,536.93
Moderate Income	125,286.10	15,325.00		140,611.10	18.66%	753,536.93
TOTAL	596,783.31	73,643.74	24,979.38	695,406.43	92.29%	753,536.93

* Total Available Funds* equals State Distribution + Recaptured Funds + Program Income + Carry Over Funds + Other Funds

695,406.43 (From Form 1 Table A)

** From Form 1 Table B Column B total

596,783.31 73,643.74 24,979.38

Error if not same as Form 1 Table A Column A,B,C

ELI and VLI must equal 30% or higher and ELI, VLI and LI must equal 60% or higher

Table E: Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, firefighters, etc.) Set Aside

Strategy Description	Special Target Group	Expended Funds	Total # of Expended Units
A	B	C	D
Total		0.00	0.00

Table F: Project Funding for Expended Funds Only

Income Category	Total SHIP Mortgages, Loans and DPL's	# of SHIP Mortgages, Loans and DPL's	Average Loan Amount	Total of SHIP Grants	# of SHIP Grants	Average Grant Amount	Total SHIP Funds Expended	Total # of Units
	A	B	C	D	E	F	G	H
ELI	0.00	0	#DIV/0!	96,018.97	19	5,053.63	96,018.97	19
Very-Low Income	27,500.00	1	27,500.00	82,278.24	13	6,329.10	109,778.24	14
Low Income	265,700.00	9	29,522.22			#VALUE!	265,700.00	9
Moderate Income	125,286.10	2	62,643.05			#VALUE!	125,286.10	2
TOTAL	418,486.10	12	34,873.84	178,297.21	32	5,571.79	596,783.31	44

The total must equal Table D Expended by Income Category

NOTE: Must match Form 3 Column D45,E45&F45

Table G: Allowable Administration Set Aside from Program Income

Total Amount of Program Income	** 5% Maximum	** 10% Maximum	Total % Program Income Allowed for Administration	Total Administration Income Used
A	B	C	D	E
(267.15)	(13.36)	(26.72)		0.00

* Counties and Eligible Municipalities which receive more than the minimum distribution

** Counties and Eligible Municipalities which receive the minimum distribution or less

Use either the 5% or 10% amount

See Form 1

Table A

Line 39

Table H: Allowable Administration Set Aside from Developer Funds

Total Amount of Developer Funds	** 5% Maximum	** 10% Maximum	Total Developer Funds Allowed for Administration	Total Administration Income Used
A	B	C	D	E
(1.00)	(.05)	(.10)		(1.00)

* Counties and Eligible Municipalities which receive more than the minimum distribution

** Counties and Eligible Municipalities which receive the minimum distribution or less

Use 5% or 10% as applicable

See Form 1

Table A

D45

FLORIDA HOUSING FINANCE CORPORATION
 SHIP PROGRAM ANNUAL REPORT

Fiscal Year
 NAME OF LOCAL ENTITY:

2006-2007
 Columbia County

Submission Date 08/30/07

Strategy Description	Number of Households (Line Provided)				Characteristics Age (Head of Household)					Family Size			Race (Head of Household)					Special Needs (Any Member of Household)						
	White	Black	Hispanic	Other	18-24	25-34	35-44	45-54	55-64	65+	1	2+	3+	White	Black	Hispanic	Other	Other	Other	Other	Other	Other	Other	
Down Payment/ Closing Costs/ Escrow																								
Income based		1	1	2							2	1	11											
Unsubsidized	1	8		5	2	7	1				5	1	4											
Total																								
Income based																								
Unsubsidized																								
Total																								
Income based																								
Unsubsidized																								
Total																								
Income based	13	8		21		6	15	21			14	7		21	6	14	1							
Unsubsidized	8	5		11		2	8	11			7	4		11	3	8								
Total																								
TOTAL	19	14	9	2	44	4	7	10	23	44	25	18	1	44	19	24	1	0	0	0	0	0	0	
TOTALS	19	14	9	2	44					44				44										

(Use additional pages as necessary)
 SHIP AR02.1

ATS# 16599

This Instrument Prepared By:
Michael H. Harrell
Abstract & Title Services, Inc.
283 NW Cole Terrace
Lake City, Florida 32055

RELEASE OF LIEN

Known all men by these presents that Columbia County Florida, A Political Subdivision of the State of Florida, Owner and Holder of a certain lien agreement under the State of Florida Housing Initiatives Partnership Program executed by **Myrna I. Irizarry, A Single Person**, SHIP Client(s), to, **Columbia County Florida**, bearing the date of the 7th day of April, 2003, recorded in OR Book 980, 838, of the Public Records of Columbia County, Florida, securing a certain note in the principal sum of TEN THOUSAND 00/100 DOLLARS (10,000.00), and certain promises and obligations set forth in said lien agreement, upon the property situate in the said State and County described as follows:

AS DESCRIBED IN SAID MORTGAGE

Hereby acknowledge full payment and satisfaction of said lien agreement, and surrender the same as canceled and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

Columbia County Florida

Elizabeth Porter, Chairman
Board of County Commissioners

(SEAL)

ATTEST: _____
Clerk of the Courts

FEAGLE & FEAGLE, ATTORNEYS, P.A.
ATTORNEYS AT LAW
153 NE MADISON STREET
POST OFFICE BOX 1653
LAKE CITY, FLORIDA 32056-1653
(386) 752-7191
Fax: (386) 758-0950

Marlin M. Feagle
e-mail: leagle@bellsouth.net

Mark E. Feagle
e-mail: mefeagle@bellsouth.net

August 9, 2007

Mrs. Lisa K. B. Roberts
Assistant County Manager
County Administrative Offices
135 NE Hernando Avenue
Lake City, Florida 32055

Re: Internship Contract for Saint Leo University

Dear Lisa:

On August 8, 2007 Rusty Noah provided me a copy of the HCA 425 Health Care Administration Internship agreement and Affiliation Agreement among Saint Leo University ("School"), Columbia County, Florida ("Training Organization or Site"), and the program participant ("Student"). I have reviewed the documents and in particular the Affiliation Agreement and do not see any legal reason the County cannot enter into this agreement with the School.

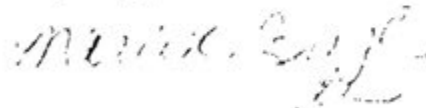
Please note in the Affiliation Agreement the responsibilities of "Training Organization" (the County) which include to accept the assigned students to the program, provide opportunities for training experience, and assist the School in the evaluation of each program participant's performance. The agreement also provides for the parties' mutual responsibilities in training the students and for the withdrawal of program participants. The initial term of the agreement is for one (1) year from the date of the agreement or may be terminated with thirty (30) days notice of intent given by the party wishing to terminate the agreement.

The documents also include a "Statement of Responsibility" which is to be signed by the program participant which I do not represent as his attorney. The participant should be aware that upon signing the Statement of Responsibility he or she essentially releases the School from liability and agrees to assume all risks and be solely responsible for any injury or loss sustained by the participant unless due to gross negligence or willful misconduct by the School. The participant will also sign a confidentiality statement, but may release information as required by law.

Mrs. Lisa K. B. Roberts
Page 2
August 9, 2007

Again, I see no legal reason the County may not enter into this agreement, but please give me a call if you have additional questions.

Very truly yours,



Marlin M. Feagle
SIGNED IN MR. FEAGLE'S
ABSENCE TO AVOID DELAY

MMF:dse

Enclosure



COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES

P. O. BOX 2949 • LAKE CITY, FL 32056-2949
PHONE: (386) 758-2115
FAX: (386) 758-2121



Memo

Date: August 7, 2007
To: BCC
From: Rusty Noah 
RE: Internship Contract for Saint Leo University

Please find attached for your approval a copy of the Internship Contract for Saint Leo University. This contract has been reviewed by the County Attorney.

You will note this is for a Health Care Administration Internship. The intention of this contract will be for the student to Intern with the EMS Director. Therefore, the EMS director will be responsible for the student. The current student requesting this placement for his Internship is one of our employees, Mike Anderson. It is my belief that this program will assist Mike with the completion of his studies and thereby benefit the EMS Department. As always your consideration of this matter is greatly appreciated.

HCA 425 Health Care Administration Internship

Course Description: HCA 425 is a course designed to provide the student the opportunity to integrate and utilize previously learned healthcare management knowledge and skills.

Prerequisites: MGT 301, HCA 302, GBA 331 and be in the last 15 hours of residency.

Approved Textbook: No textbook is required unless a student's internship plan so requires.

Course Objectives:

1. Select an aspect or area of healthcare administration in which to develop expertise;
2. Select and develop a professional relationship with a mentor (i.e., preceptor) to assist you as you progress through the internship;
3. Develop an internship proposal designed to accomplish no more than three (3) professional development goals, complete with supporting objectives and activities (also called tasks);
4. Complete at least 120 contact (60 minute) hours of supervised internship in a healthcare administration setting; and
5. Complete all reporting requirements as specified when specified.

Participant Roles:

1. **Student:** The student is responsible for securing his or her internship site and preceptor. The student is responsible for the organization, progress, documentation, and completion of his or her internship. The student will normally award one-third the course grade.

The student must confer with his or her preceptor at least four times and as necessary with the supervising professor during the course of the internship. Additionally, the student must provide the preceptor a copy of the course syllabus and approved internship plan. The professional development goals, objectives, and activities must not be part of the student's written job description.

The student will submit typed activity logs to the supervising professor at 20, 40, 80, and 120 hours. These logs are not to be cumulative. No more than 30 contact hours of credit will be given for attendance at a professional meeting which is included as part of the student's internship plan. Once the 120 hour activity log is turned in, the student will prepare a brief summary report, as specified, to the supervising professor once the preceptor has read and approved it.

The student's internship plan should be flexible and subject to reasonable modification. Modification is okay, provided written justification is submitted to the preceptor prior to the change. The supervising professor should be advised and may disapprove any modification.

2. **Preceptor:** The preceptor is a highly competent person who is selected by the student, subject to the approval of the supervising professor. The preceptor should have the requisite knowledge, skills, and disposition to guide the student in meeting his or her professional development goals.

The preceptor acts as a consultant and mentor. Preceptor selection criteria are: (a) expertise in specialty area(s) and (b) is willing to assist the student in meeting his or her professional development goals.

The preceptor will assist the student in evaluating goal and objective attainment and will normally participate in the awarding of one-third of the course grade. It is necessary for the preceptor to read, critically, the student's internship plan and report prior to awarding his or her portion of the internship grade. The preceptor needs to consult with the student at least four times during the internship and read each activity log prior to it being submitted to the supervising professor.

3. **Supervising Professor:** The supervising professor assists the student in devising a realistic internship plan sufficient to accomplish professional development goals. The supervising professor must approve the internship site, preceptor, plan, activity logs, and final report. The supervising professor must approve any changes to the internship conditions once initial approval has been given. The supervising professor will normally assign one-third of the grade, but at his or her option may assign the full internship grade.

Internship Performance Assessment:

Student performance assessment is based upon determination of professional development goal attainment and student professional behavior during the internship period. In assessing student professional behavior, the student and preceptor should consider the following variables: cooperativeness, reliability, judgment, work quality, verbal skills, and writing skills. These variables should influence one-third of the grade determination. Two-thirds of the grade should be based on the degree of attainment of the student's professional development goals, objectives, and activities. Grade awards are pass or fail.

Complete Proposal Content:

A complete proposal consists of (1) the required face sheet for the internship plan proposal; (2) statement of professional development goals, objectives, and activities; (3) statement of time allocation; (4) statement of agreements; and (5) appendix A, the preceptor's resume. Under no circumstances is a student to start his or her practicum without a complete proposal having been approved, including all needed signatures. Preliminary goals and objectives developed in correlation with preceptor are needed to begin onsite work.

To: Preceptors of Health Care Interns

From: Stephen Hess, MHA, JD, CHE, Coordinator

RE: Suggested Rotation/Learning Areas for Interns

Date: Spring/Fall 2006-2007

In response to your questions/feedback to improve the internship experience I would suggest that the following operational areas be covered if possible by all student interns:

- Human Resources
- Medical Records
- Admissions
- Front desk/reception
- Quality Assurance/CQI
- Licensure/Certification
- Computer Application Services
- Equipment/Supplies/Inventory Controls
- Patient Billings/Collections
- Reimbursement/Payer Mix
- Accounts Payable
- Patient Care Visits
- Contract Management/Outside Services

Your participation shows that you and your organization realize that theory combined with practical knowledge and experience make for better prepared graduates. The "first hand" experience and knowledge you provide is invaluable to our students.

With your help we will strive to provide the health care community with young professionals that are positive reflections of Saint Leo University and assets to their future employers.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (The "Agreement") is made as of this _____ (date), 200__ by and between Saint Leo University herein referred to as "School" and _____, herein referred to as "Training Organization or Site" (Hospital, HMO, Group Practice, Home Health Agency, or other such health care organizations).

WITNESSETH:

Whereas, School offers to enroll student in a degree program in the Field of Health Care Administration and; Whereas, Training Organization operates a health care service or facility; and Whereas, School desires to provide its students a clinical learning experience through the application of knowledge and skills in actual patient care situations; and Whereas, Training Organization has agreed to make its facility available to School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

Responsibilities of the School: (a) Clinical Programs – School shall be responsible for the implementation and operation of the clinical component of its program at Training Organization. Such responsibilities shall include, but not be limited to, the following: (i) Orientation of the students to the clinical experience at Training Organization, (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Training Organization; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Training Organization; (iv) continuing oral and written communication with Training Organization regarding student performance and evaluation, absences and assignments of students, and other pertinent information, supervision of student and performance as needed, (v) participation, with students, in CQI or Quality Assurance programs, (vi) performance of such other duties as may from time to time be agreed between School and Training Institution.

1. All students and supervision faculty of School participating at Training Site shall be accountable to Training Organization's administrator or manager when they are on site.
2. Student Statements: School shall require that each program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of confidentiality in the form attached hereto as Exhibit B.
3. Insurance: School shall maintain for itself and shall provide to Program Participants proof of appropriate general and professional liability insurance coverage.

Responsibilities of Training Organization: (a) shall accept the assigned students to the Program by the School and cooperate in the orientation of all program participants to site; (b) shall provide opportunities for such students, who shall be supervised by Training Organization and School, to observe and assist in various aspects of health care management. Training Organization shall at all times retain ultimate control of their facility and responsibility for patient care. (c) Upon the request of School, Training Organization shall assist School in the evaluation of each program participants' performance. However, School shall at all time remain solely responsible for the evaluation and grading of program participants.

Mutual Responsibilities: the parties shall cooperate to fulfill the following mutual responsibilities; 9a) students shall be treated as trainee who have no expectation of receiving compensation or future employment form the School or Training Organization; (b) Any courtesy appointment to faculty or staff by either School or training organization shall be without entitlement of the individual to compensation or benefit for the appointed party.

Withdrawal of Program Participants – Training Organization may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Training Organization may request School to remove or withdraw a student from the program when his or her behavior, in Organization's discretion, is disruptive or detrimental to Organization. In such event, said program participant's involvement in the program shall immediately cease.

Independent Contractor – The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, students, or employees shall be considered agents, employees, or representatives of Training Organization.

Term. Termination – The initial term shall be for one year from date of execution and can be extended or terminated with thirty days notice of such intent.

Execution of Agreement – This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

Saint Leo University

Training Organization _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AFFILIATION AGREEMENT

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Responsibilities of Training Organization: (a) shall accept the assigned students to the Program by the School and cooperate in the orientation of all program participants to site; (b) shall provide opportunities for such students, who shall be supervised by Training Organization and School, to observe and assist in various aspects of health care management. Training Organization shall at all times retain ultimate control of their facility and responsibility for patient care. (c) Upon the request of School, Training Organization shall assist School in the evaluation of each program participants’ performance. However, School shall at all time remain solely responsible for the evaluation and grading of program participants.

Mutual Responsibilities: the parties shall cooperate to fulfill the following mutual responsibilities; 9a) students shall be treated as trainee who have no expectation of receiving compensation or future employment form the School or Training Organization; (b) Any courtesy appointment to faculty or staff by either School or training organization shall be without entitlement of the individual to compensation or benefit for the appointed party.

Withdrawal of Program Participants – Training Organization may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Training Organization may request School to remove or withdraw a student from the program when his or her behavior, in Organization’s discretion, is disruptive or detrimental to Organization. In such event, said program participant’s involvement in the program shall immediately cease.

Independent Contractor – The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, students, or employees shall be considered agents, employees, or representatives of Training Organization.

Term: Termination – The initial term shall be for one year from date of execution and can be extended or terminated with thirty days notice of such intent.

Execution of Agreement – This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

Saint Leo University	Training Organization _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefits provided to the undersigned in the form of experience in evaluation and administration of health care facilities such as participating in the management activities of _____ "Training Organization or Site" (Hospital, HMO, Group Practice, Home Health Agency, or other such health care organizations), the undersigned and his/her heirs, successors and/or assignees do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by Saint Leo University ("school") at "hospital or institution" unless such injury or loss arises solely out of _____'s gross negligence or willful misconduct.

Dated this _____ day of, _____ 200__.

Program Participant

Witness

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal Law and the agreement between Saint Leo University and, "Training Organization or Site" (Hospital, HMO, Group Practice, Home Health Agency, or other such health care organizations), to keep confidential any information regarding Hospital patients, as well as, all designated confidential information of Hospital. The undersigned further agrees, under penalty of law, not to disclose or reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of hospital, except as required by law or as authorized by Hospital (Training Site).

Dated this _____ day of, _____, 200__.

Program Participant

Witness

Statement of Agreements

A. Student

I agree to conduct my internship in accordance with the HCA 425 course syllabus and my internship plan. I also agree to comply with the rules and regulations of the sponsoring organization, which governs such internships. I also acknowledge that it is my responsibility to seek out such rules and regulations and to keep my preceptor and supervision professor fully informed.

(Student's Signature)

(Date)

(Please Print Your Name)

B. Preceptor

I have read the internship proposal (i.e., plan) and agree that it is feasible. I understand the role of the preceptor, as outlined in the HCA 425 course syllabus, and agree to act as this student's preceptor. I agree to serve at no financial compensation and agree to abide by the rules and regulations of the sponsoring organization.

(Preceptor's Signature)

(Date)

(Please Print Your Name)

C. Sponsoring Organization

I agree to allow the above named student to conduct his or her internship within this organization in accordance with his or her internship plan and the HCA 425 course syllabus, which I have read. Further, I warrant that I have authority to sign this Statement of Agreements on behalf of this organization.

(Official's Signature)

(Date)

(Please Print Your Name)

(Organization's Name)



RONNIE BRANNON, C.F.C.
COLUMBIA COUNTY TAX COLLECTOR

135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006
Telephone (386) 758-1077 • Fax (386) 719-7462

August 3, 2007

HAND DELIVERED

Honorable Elizabeth Porter, Chairman
Columbia County Board of County Commissioners
135 NE Hernando St., Suite 203
Lake City, FL 32055

Dear Commissioner Porter,

This office has discussed with the property appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearing for the 2007 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See section 194.032(2), Florida Statutes (2005). The petitioners also are entitled to have their hearing date rescheduled upon written request; as a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the property appraiser to make a first certification and extension of the 2007 tax rolls prior to the completion of the VAB hearings so that tax notices can be timely issued by November 1.

Section 197.323(1), Florida Statutes (2005), provides that:

Notwithstanding the provisions of s.193.122, the Board of County Commissioners may, upon request by the Tax Collector and by majority vote, order the roll to be extended prior to the completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for a delay in the issuance of tax notices beyond November 1.

I do hereby request the Board of County Commissioners, by resolution, to authorize and direct the VAB and the property appraiser to certify and extend the 2007 tax rolls prior to completion of the VAB hearing pursuant to section 197.323.

8/16/07
Agenda

Honorable Elizabeth Porter, Chairman
August 3, 2007
Page Two

The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes (2005).

I have attached a sample resolution for review. It can be easily provided to your attorney in electronic format upon request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronnie Brannon". The signature is fluid and cursive, written over a light blue horizontal line.

Ronnie Brannon
Columbia County Tax Collector

RB/zll

Attachment

Cc: Mr. Marlin Feagle, w/attachment
Mr. Dale Williams, w/attachment

RESOLUTION NO. 2007-_____

**A RESOLUTION OF COLUMBIA COUNTY, FLORIDA,
PROVIDING FOR THE EXTENSION OF THE 2007
ASSESSMENT ROLLS PURSUANT TO SECTIONS
197.323 AND 193.122, FLORIDA STATUTES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Pursuant to section 197.32, Florida Statutes (2005), the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, The completion of the Columbia County Value Adjustment Board Hearings for the 2007 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption of the operations of the Columbia County Taxing Authorities.

NOW THEREFOR, BE IT RESOLVED THAT pursuant to the provisions of section 197.323 Florida Statutes (2005) and section 193.122, Florida Statutes (2005), the Board of County Commissioners, by majority vote, orders the 2007 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSED AND ADOPTED this _____ Day of _____, 2007.

CHAIRMAN

ATTEST:

CLERK TO THE BOARD

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

SECOND PAGE

AUGUST 16, 2007

(Continued)

- (18) Building and Zoning - Refund Request - Forest View, Unit 1- Bailey Bishop & Lane, Inc. - \$271.04
- (19) External Budget Amendment - Public Library - BA #06-23 - Contractual Services - \$23,000.00
- (20) Utility Permit - A-1 Electric of Lake City, Inc. - Osburn Way
- (21) Utility Permit - Windstream Florida, Inc. - County Road 131
- (22) 9-1-1 Addressing - Naming of Unnamed Roads - NW McCracken Court
- (23) Public Works - Request Approval to Repair Private Drive - Water Run Off of County Right-Of-Way - 1623 SW Brim Street - Steve & Peggy J. Davidson, Property Owner
- (24) Public Works - Request Approval to Enter Private Property - P.D. Cason, Rose Marie & Doyle Cecil Cason and Betty H & Wayne T. Dicks - Cleaning Drainage Ditches to Correct the Water Flow - General Release and Hold Harmless Agreement on File
- (25) Public Works - Grader Exchange - 7 Motor Graders on "Total Cost" Exchange for 6 Model 12H Graders and 1 Model M Grader with New Controls - Florida Sheriff's Bid - 12 H Graders \$170,878 with a Buy Back of \$120,000, Model M Grader is \$175,576 with a Buy Back of \$120,000

(26) Minute Approval - Board of County Commissioners - Regular Meeting - July 5, 2007

(27) Minute Approval - Board of County Commissioners - Regular Meeting - July 19, 2007

AGENDA

SECOND PAGE

STAFF MATTERS:

ELIZABETH PORTER, CHAIRPERSON

DISCUSSION:

(1) Pueschel Property Exchange - Pinemount Road

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

Date: 13 August 2007
To: Lisa K.B. Roberts, Assistant County Manager
From: Brian L. Kepner, County Planner *BLK*
Re: Refund Request

Please find attached a request for a refund on Minor Subdivision, Forest View, Unit 1. The fee for a minor subdivision is \$750.00 as indicated by the request for refund. This subdivision has gone through preliminary review and was waiting for minor revisions prior to being presented to the Board of County Commissioners for approval. Below are the departments review times and rates for which this subdivision has gone through preliminary review.

County Engineer	2hrs.	\$ 90.00	\$ 180.00
County Manager	1 hr.	\$ 50.48	\$ 50.48
County Attorney	1 hr.	\$ 100.00	\$ 100.00
911 Addressing	1hr.	\$ 21.42	\$ 21.42
Public Works Dept.	1hr.	\$ 33.40	\$ 33.40
Planning Dept.			
Planning Technician	3hrs.	\$ 16.86	\$ 50.58
County Planner	1.5hrs.	\$ 28.72	<u>\$ 43.08</u>
			\$ 478.96 total

Any refund should be for \$271.04 which is the balance of the \$750.00 fee.



BAILEY BISHOP & LANE, INC.

Engineers

Surveyors

Planners

July 11, 2007

Board of County Commissioners
Dale Williams
Lake City, FL 32025

Dear Mr. Williams,

Please except this letter as a request for a refund of \$750.00 for the application fee of Forest View Unit 1, Mr. Depratter the Owner/Developer has decided not to proceed with the development of this subdivision.

For any further questions please feel free to contact me at 386-752-5640.


Thank You,

Sherri Espenship
Survey Project Manager
Bailey Bishop & Lane

Cc: Brian Kepner

8/16/07
Agenda

**Columbia County Public Library
308 NW Columbia Ave.
Lake City, FL 32055
386-758-2101**

To: Dale Williams, County Manager
From: Debbie Paulson, Library Director 
Date: August 9, 2007
Re: Budget Amendment FY06-07 - BA-0623

Please schedule the attached request for a Budget Amendment for the Board of County Commissioners meeting on August 16, 2007.

The Budget Amendment number was obtained from Bookkeeping.

The purpose of the amendment is to transfer funds from Reserves to expenditures in order to pay the architect for his services and work related to the proposed new Fort White Branch Library and the Main Library facelift.

Thank you.

Columbia County Public Library

BUDGET AMENDMENT

FY 2006-2007

August 9, 2007

NUMBER BA-0623

FUND 104

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
104-8400-584-9094	104.7160.571.30-34 Contractual Services	\$23,000

DESCRIPTION: The Columbia County Public Library requests this budget amendment to transfer funds from reserves to expenditures. These expenditures are related to the work done by the architect and his associates regarding the proposed new Fort White Branch Library and the Main Library facelift.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT**

Date: 5/6/02 Permit No. _____ County Road Osburn Section No. _____

Permittee A-L Electric of Lake City, Inc

Address 185 NE Osburn Way Telephone Number 352-752-5455

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Run underground cable from existing spot pole on Osburn Way to above address (134 ft.)
SEE CONCAST DRAWING ATTACHED

FROM: _____ TO: _____

Submitted for the Utility Owner by: David Chrichton (President) [Signature] 5/6/02
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO . If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on _____ to the following utility owners _____

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 5 days after issuance of permit, and shall be completed within 2 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

6. Pursuant to Section 337-403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or

relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including pacing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between _____ and _____ within the County's right of way as set forth above. PERMITTEE, as its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inches (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: David O. Keithman
Permittee A-1 Electric of Lake City, Inc.

[Signature]
Signature and Title
Permit



Utilities Permit
Page three
Revised: 8:17.00

Recommended for Approval:

Signature: Angela Pennington

Title: Public Works Dir.

Date: 5/9/07

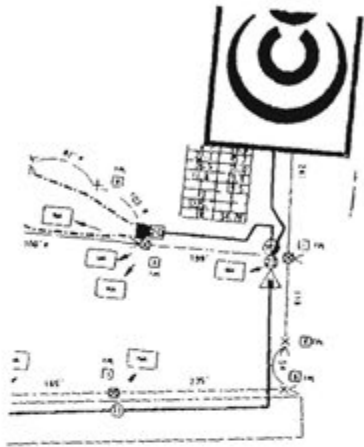
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

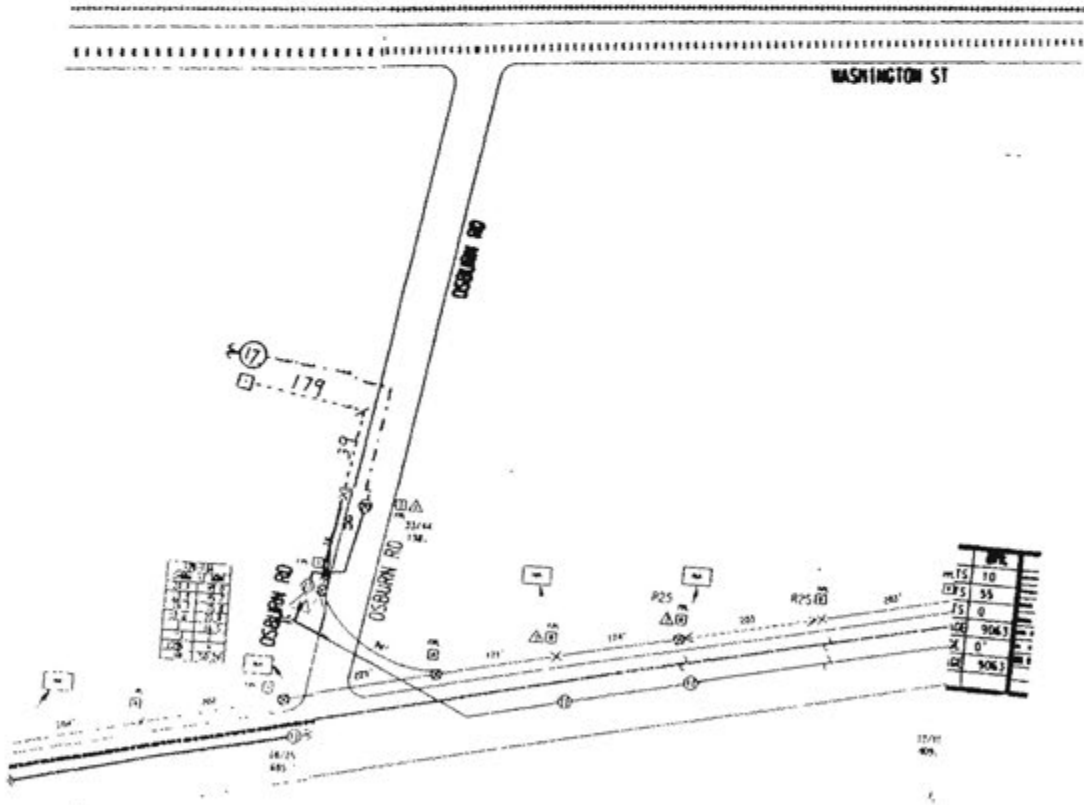




NOTE: ALL CABLES ARE
.750 INCH AND .500 INCH

D

WASHINGTON ST



TYPE	DEPTH
MS	10
SPS	35
FS	0
LOC	906.3
X	0'
CL	906.3

10/11
60'

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT**

(WHSP 70477063200165)

Date: _____ Permit No. _____ County Road 131 Section No. 30 & 18

Permittee Windstream Florida, Inc.

ATTN: OSP Engineering
Address 206 White Av., S.E., Live Oak, FL 32064 Telephone Number 386-364-2528

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain bore 30' of 1.25" pipe under Everett Rd 1100' north of intersection with Suwannee Valley Rd T2S, R16 E, Sect 20

FROM: _____ TO: _____

Submitted for the Utility Owner by: Gary D. Cary
Manager-OSP Engineering Gary D. Cary (sm) 8/6/07
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are show on the plans attached hereto and made a part of this application. Proposed work is within corporate limits of Municipality: YES () NO (X). If YES: LAKE CITY () FORT WHITE (). A letter of notification was mailed on N/A to the following utility owners _____

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Hoyle Crowder, located at Lake City Telephone Number 386-752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Henkels & McCoy Telephone Number 386-963-3413 (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within 14 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

4. The construction and maintenance of such utility shall not interfere with the property and rights of a prior PERMITTEE.

5. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest property right in said holder.

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility

as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of the permit, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between _____ and _____ within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

11. Special instructions: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inch (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

It is understood and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these special instructions.

Submitted By: Windstream Florida, inc.

Permittee

Gary D. Cary (sm)

Signature and Title

Gary D. Cary
Manager-OSP Engineering

Place Corporate Seal

Attested

Utilities Permit
Page Three
Revised: 6/22/01

Recommended for Approval:

Signature: Raymond Crowder

Title : Public Works Dir

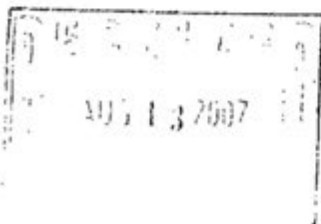
Date : 3/13/07

Approval by Board of County Commissioners, Columbia County Florida

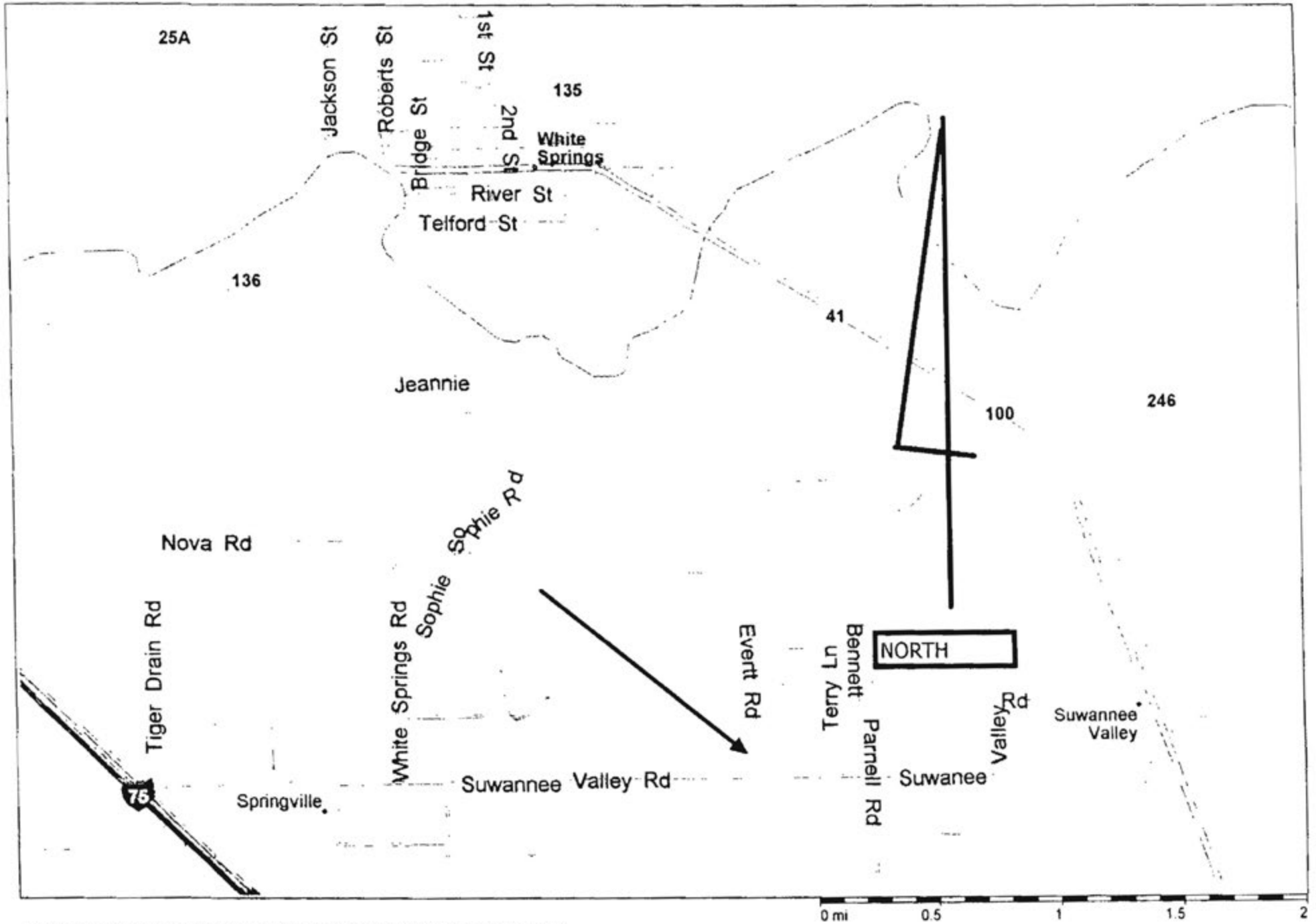
YES () NO ()

Date Approved: _____

Chairman's Signature: _____



WHSP 70477063200165 AT 268 NW EVERETT RD



ID #	DIS	OLD NAME	OLD SUFFIX	OLD DRIVING DIRECTIONS	PREFIX	NEW ROAD NAME	NEW SUFFIX	NEW DRIVING DIRECTIONS	LOCATION	S-T-R
32833		UNNAMED	RD	90W, R TURNER, R JERRI PL, R UNNAMED RD	NW	MCCRACKEN (PRIVATE RD) (PENDING BCCA)	CT	W US HWY 90, R NW TURNER AVE, R NW JERRI PL, R NW MCCRACKEN CT (MOBILE HOME PARK WEST)	RUNS FROM JERRI SOUTH TO DEADEND	22-3S- 16

- District No. 1 - Ronald Williams
- District No. 2 - Dewey Weaver
- District No. 3 - George Skinner
- District No. 4 - Stephen E. Bailey
- District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

8/16/07
Agenda

TO: Dale Williams, County Manager

FROM: Hoyle Crowder, Public Works Director *Hoyle*

DATE: August 10, 2007

SUBJECT: 1623 SW Brim Street
Private Drive Repair

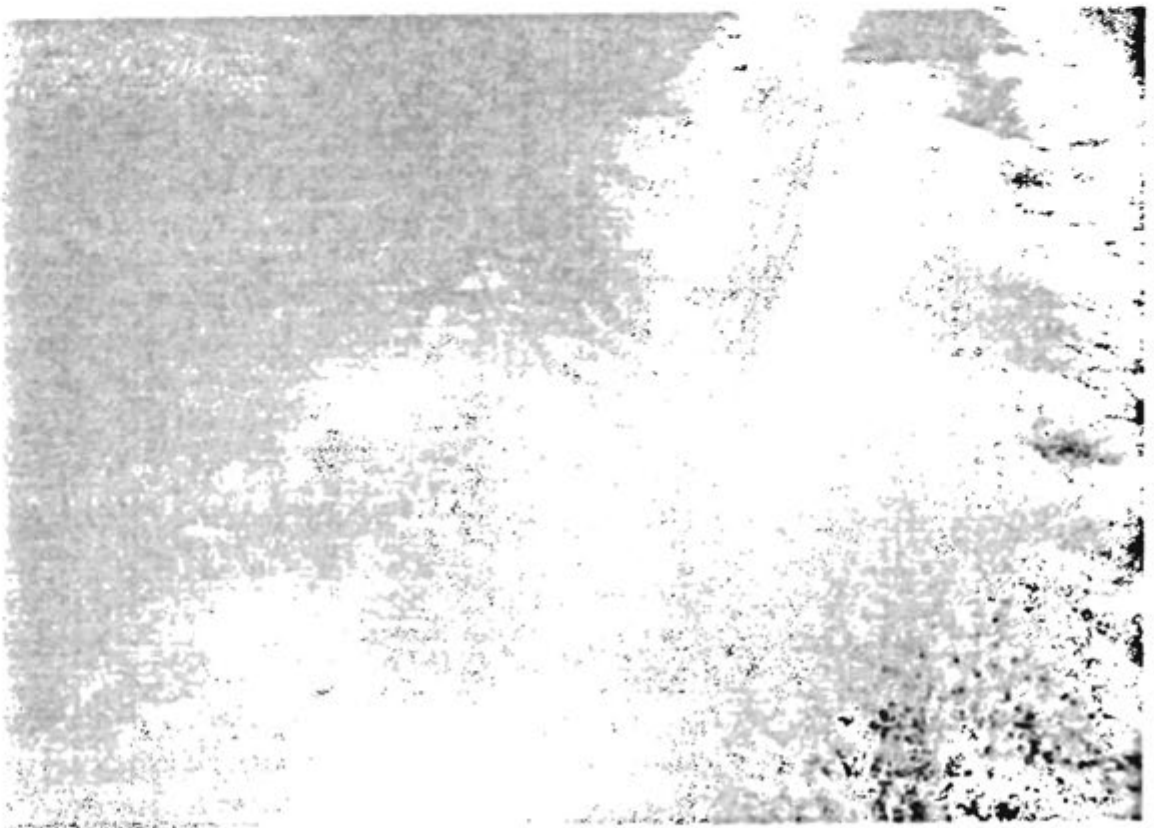
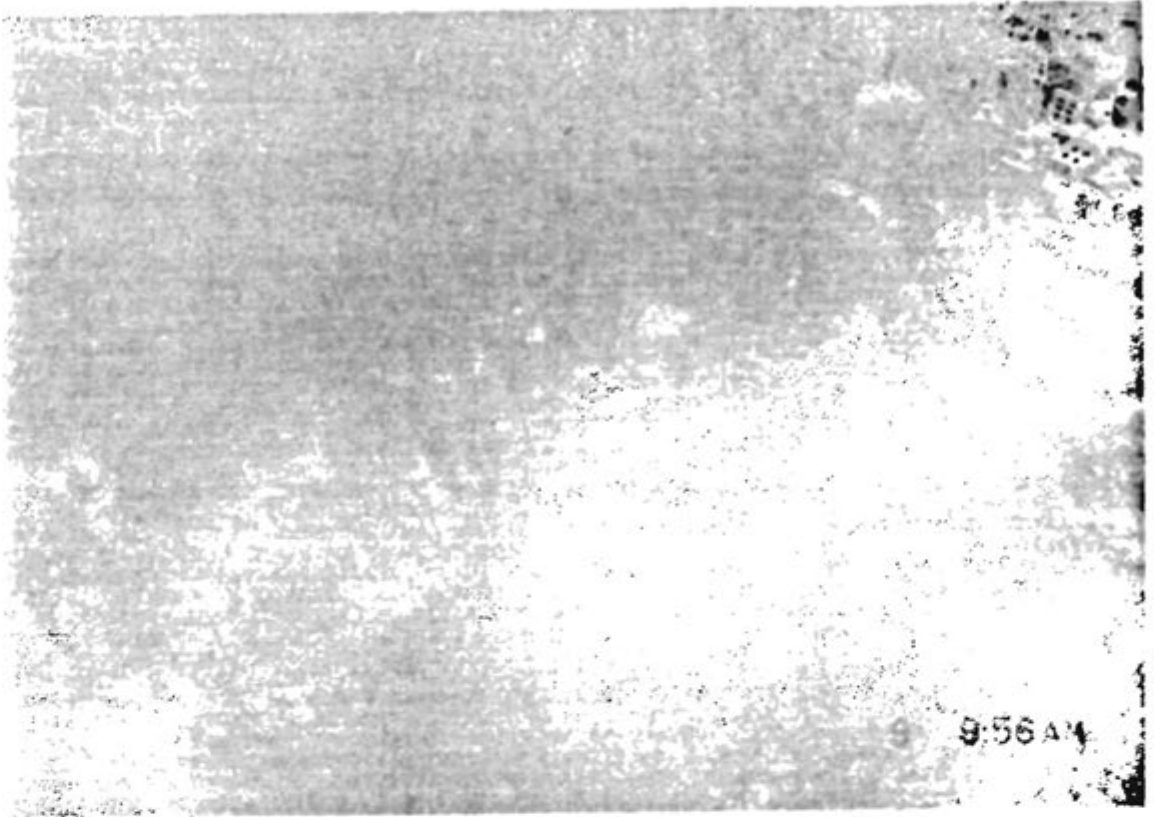
I am requesting Board approval to repair the driveway at 1623 SW Brim Street, Steve and Peggy J. Davidson. Their driveway received water damage due to water run-off from County right-of-way during recent rains. The drainage has been corrected and repairs to County right-of-way have been made. I am attached pictures taken of the damaged driveway for your information.

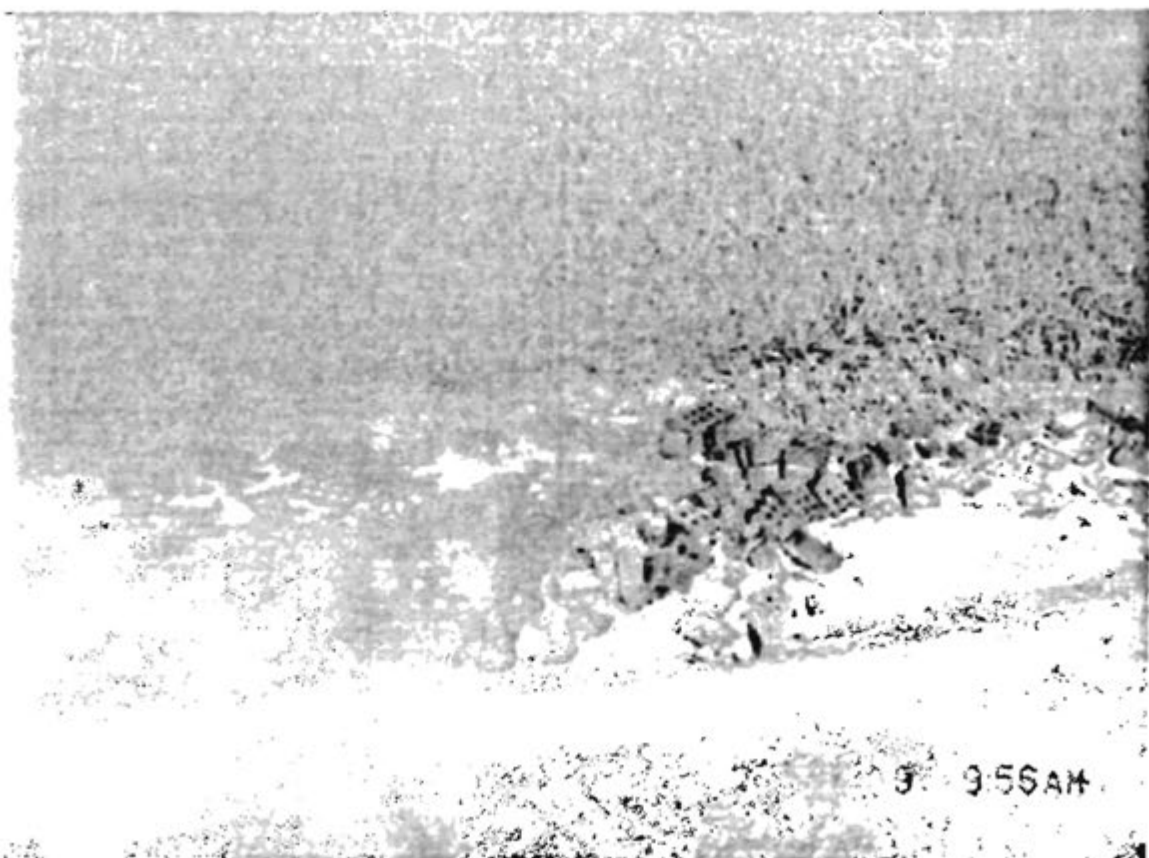
Should additional information be needed, please do not hesitate to contact me.

/lsg

Attachments

XC: Commissioner Weaver with attachments





District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Hoyle Crowder, Public Works Director *Hoyle*
DATE: August 13, 2007
SUBJECT: SE Red Cason Drive
Cleaning out Drainage Ditches

I am requesting Board approval to enter onto the private property of P. D. Cason, Rose Marie & Doyle Cecil Cason and Betty H. & Wayne T. Dicks to clean out a drainage ditch. A culvert will be installed on SE Red Cason Drive, replacing an old bridge, and the drainage ditch will need to be cleaned out in order for the water to flow correctly.

This Office has on file a completed "*General Release and Hold Harmless Agreement*" from each of the above listed property owners.

Should you have any questions, please let me know. Thank you for your continued assistance and cooperation to this Department.

/lsg

XC: Stephen Bailey, District 4 County Commissioner
District 4 Road Correspondence
Everett Phillips, PW Road Superintendent

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - George Skinner
District No. 4 - Stephen E. Bailey
District No. 5 - Elizabeth Porter

BER
8/16/07
Agenda



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

TO: Board of Columbia County Commissioners
FROM: Perry Little, Asst. Director *PL*
DATE: August 13, 2007
RE: Grader Exchange

Public Works is requesting Board approval to exchange seven (7) motor graders that is on 'total cost'. These graders have a buy back of \$100,000. The graders above are scheduled to be replaced in 2008 due to a model change. We want to exchange these machines early.

Ring Power has agreed to buy the seven motor graders in advance for \$115,942.62. In replacing the motor graders that we will be receiving will be off the Florida Sheriff's Bid. In doing this we will receive six (6) model 12H graders in which we have in service now. We will also receive one (1) model M grader with new controls. In doing this we can train our operators for the graders of the future.

Cost for the model 12H graders will be \$170,878 with a buy back of \$120,000. Cost for the model M grader is \$175,576 with a buy back of \$120,000.

I have attached quotes for the above.

If I can be of any assistance please do not hesitate to contact me.

Thank you for your considerations and courtesies in this matter.

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

Ring Power*Brooksville
352-796-4978Daytona Beach
386-947-3363Gainesville
352-371-9983Jacksonville
904-737-7730Lake City
386-755-3997Mulberry
863-425-4951Ocala
352-732-2800Orlando
407-855-6195Palm Bay
321-952-3001Perry
850-584-2800Pompano Beach
854-977-5010Sarasota
941-753-7535Tallahassee
850-562-2121Tampa
813-671-3700Tarpon Springs
727-938-1515

Quote valid 10/1/06 through 9/30/07

Quote Per Florida Sheriff's & Florida Association of Counties Contract #06-14-0821
Specification #53, Contract Expires 9/30/07

Columbia County Board of County Commissioners

(1) NEW CATERPILLAR 12H MOTOR GRADER**MACHINE SPECIFICATIONS PER SHERIFF'S BID**NEW CATERPILLAR 12H MOTOR GRADER
TIRES, 13.0-24 FS SGG 12PR SP**SHERIFF'S CONTRACT SALES PRICE \$ 143,649****OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID**

161-1141	HIGH PROFILE ROPS CAB	938
161-0770	CAB MOUNTED LIGHTS	608
176-1731	AIR CONDITIONER W/HEATER	4,824
8X8016	14' X24" X 7/8" BLADE	402
126-0961	LOWER OPENING WINDOWS	678
113-0704	FRONT STRAIGHT SCARIFIER	6,826
151-0372	17.5-25 12PR TIRE, W/SINGLE PIECE RIM	3,382

SPECIFICATION #53, OPTIONS, SALES PRICE \$17,658**NON-SPECIFIED OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID**

198-4836	75 AMP ALTERNATOR	495
188-9321	WORK LIGHTS	955
172-6834	REAR WINDOW DEFROSTER FAN	296
172-6835	FRONT WINDOW DEFROSTER FAN	296
166-3305	BASE & 1 FUNCTION HYDRAULICS	1,510
212-3683	CONTOUR SUSPENSION CLOTH SEAT	900
145-1300	ENTERTAINMENT RADIO READY	710
173-5318	AIR DRYER	1,130
161-1921	WARNING LIGHT PROVISION	128

NON SPECIFIED OPTIONS SUB TOTAL 6,420

LESS SHERIFF'S 46.4% CONTRACT DISCOUNT - 2,979

SPECIFICATION #53, NON-SPECIFIED OPTIONS, SALES PRICE \$ 3,441**NON CONTRACT OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID**

2 AMBER STROBE LIGHTS, INSTALLED	300
5 LB FIRE EXTINGUISHER, INSTALLED	150
SLOW MOVING VEHICLE SIGN, INSTALLED	80
AM-FM RADIO, INSTALLED	300
5 YEAR / 7500 HOUR ESC WARRANTY	5,300

SPECIFICATION #53, NON CONTRACT OPTIONS, SALES PRICE \$6,130**TOTAL SALES PRICE PER SHERIFF'S CONTRACT #06-14-0821 \$ 170,878**F.O.B./TERMS: 5 YEAR 7500 CATERPILLAR ESC WARRANTY, DELIVERED TO CUSTOMER, NET 30
TOTAL COST: 5 YEAR 7500 HOUR GAURANTEFD BUY-BACK - \$120,000, MAX REPAIRS \$3,500**GOVERNMENTAL LEASE QUOTE**REFUND OF 2007 \$15,376.00 PAYMENT USED TO REDUCE FINANCED AMOUNT TO \$155,502.00
5 ANNUAL PAYMENTS OF \$15,942.62 IN ADVANCE WITH A \$120,000 BALLOON

Ring PowerBrooksville
352-796-4978Daytona Beach
386-947-3363Gainesville
352-371-9983Jacksonville
904-737-7730Lake City
386-755-3997Mulberry
863-425-4951Ocala
352-732-2800Orlando
407-855-6195Palm Bay
321-952-3001Perry
850-584-2800Pompano Beach
854-977-5010Sarasota
941-753-7535Tallahassee
850-562-2121Tampa
813-671-3700Tarpon Springs
727-938-1515

Quote valid 10/1/06 through 9/30/07

Quote Per Florida Sheriff's & Florida Association of Counties Contract #06-14-0821
Specification #53, Contract Expires 9/30/07

Columbia County Board of County Commissioners

(1) NEW CATERPILLAR 12H MOTOR GRADER**MACHINE SPECIFICATIONS PER SHERIFF'S BID**NEW CATERPILLAR 12H MOTOR GRADER
TIRES, 13.0-24 FS SGG 12PR SP**SHERIFF'S CONTRACT SALES PRICE \$ 143,649****OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID**

176-1731	AIR CONDITIONER W/HEATER	4,824
8X8016	14' X24" X 7/8" BLADE	402
197-2064	OUTSIDE MOUNTED MIRRORS	376

SPECIFICATION #53, OPTIONS, SALES PRICE \$5,602**NON-SPECIFIED OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID**

294-1034	DOOR, CAB, RIGHT HAND SIDE	650
233-3150	SEAT, AIR SUSPENSION, CLOTH	515
242-5059	HYDRAULICS, BASE & 1 FUCTION	1,340
233-7142	CUTTING EDGE, 14' BLADE (6")	124
254-7970	TIRES, 17.5R25 MX XHA 1 SP	14,550
233-4615	WORK LIGHTS, MIDFRAME TOE 3X3	309
286-7970	LIGHTS, WORK HEAL 3X3	309
233-4620	LIGHTS, RIPPER 3X3	309
291-4038	LIGHTS, ROAD 3X3	925
233-3127	MOUNTING, FOR WARNING LIGHT	103
233-3137	FAN, DEFROSTER, REAR WINDOW	305
254-1550	SUN SHADE	459
294-0989	RADIO 12V AM/FM/CD/WEATHERBAND	955
233-3122	RADIO READY, ENTERTAINMENT	730
238-8758	LADDER, CAB, RIGHT HAND SIDE	515
252-0931	MOUNT, MID MOUNT SCARIFIER	1,050
238-8825	NOUNTING CAB ROOF ACCESSORIES	645
238-8763	SWITCH, WORK LIGHTS	52
298-7464	LIGHTS, FRONT HEADLIGHTS, LOW	1,730
255-1335	PRECLEANER, SY-KLONE	331
311-1508	LINES MID MOUNT SCARIFIER	300
310-9426	SCARIFIER,MID MOUNT STRAIGHT	9,980

NON SPECIFIED OPTIONS SUB TOTAL 36,186

LESS SHERIFF'S 46.4% CONTRACT DISCOUNT - 16,791

SPECIFICATION #53, NON-SPECIFIED OPTIONS, SALES PRICE \$ 19,395

Ring Power



Brooksville
352-796-4978

Daytona Beach
386-947-3363

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Sarasota
941-753-7535

Tallahassee
850-562-2121

Tampa
813-671-3700

Tarpon Springs
727-938-1515

NON CONTRACT OPTIONS FOR SPECIFICATION #53 PER SHERIFF'S BID

2 AMBER STROBE LIGHTS, INSTALLED	300
5 LB FIRE EXTINGUISHER, INSTALLED	150
SLOW MOVING VEHICLE SIGN, INSTALLED	80
5 YEAR / 7500 HOUR ESC WARRANTY	6,400
SPECIFICATION #53, NON CONTRACT OPTIONS, SALES PRICE	\$6,930

TOTAL SALES PRICE PER SHERIFF'S CONTRACT #06-14-0821 \$ 175,576

F.O.B./TERMS: 5 YEAR / 7500 CATERPILLAR ESC WARRANTY, DELIVERED TO CUSTOMER, NET 30
TOTAL COST: 5 YEAR/7500 HOUR GAURANTEED BUY-BACK - \$120,000, MAX REPAIRS - \$4,500

GOVERNMENTAL LEASE QUOTE

REFUND OF 2007 \$15,376.00 PAYMENT USED TO REDUCE FINANCED AMOUNT TO \$160,200
5 ANNUAL PAYMENTS OF \$17,013.46 IN ADVANCE WITH A \$120,000 BALLOON