

CONTRACT
BETWEEN THE DIVISION OF HOTELS AND RESTAURANTS
AND THE DEPARTMENT OF HEALTH AND REHABILITATIVE
SERVICES

The Department of Health and Rehabilitative Services, hereinafter referred to as the Department, and the Division of Hotels and Restaurants, Department of Business Regulation, hereinafter referred to as the Division, pursuant to §509.032(2), Florida Statutes, and in consideration of the mutual promises and agreements expressed herein do hereby contract and agree as follows:

1. The Division appoints the Department, through the facilities of the County Health Units, as the Division's agent for the purpose of inspecting designated public food service establishments in Florida with all powers, duties and responsibilities expressly authorized in Chapter 509, Florida Statutes, as amended by Chapter 79-240, Laws of Florida.

2. The Division shall submit to the Department on or before January 1st each year a county by county list of all food service establishments subject to this contract. The list so furnished is to become a part of this contract. Additions and deletions to the list shall be by mutual agreement of the Division and the Department.

3. The Department will:

- a. Promulgate rules for sanitary standards which shall be enforced in all public food service establishments.
- b. Conduct four inspections annually of designated public food service establishments licensed by the Division to determine if established health and safety standards are maintained.
- c. Cooperate with the Division in assuring that designated licensed accounts comply with established health and safety standards.
- d. Submit to the Division on a timely basis a written record of the results on each inspection, reinspection and change in status on forms mutually agreed upon and adopted by the Division and the Department.

4. The Division will:

- a. Adopt, promulgate and enforce those sanitary standards promulgate as rules by the Department.
- b. Adopt, promulgate and enforce Chapter 4A, Rules of the Insurance Commissioner and Treasurer as State Fire Marshal, as they apply to public food service establishments.
- c. Provide to the Department data processing services including reports of inspection activity by each County Health Unit.
- d. Assist the Department in the enforcement of sanitary and safety standards through the administrative processes authorized by §509.261, Florida Statutes.
- e. Pay to the Department the sum of \$17 per designated food service establishment licensed as of each June 30. Said payment shall be made annually within sixty (60) days after June 30.
- f. Annually review license fees, operating costs and rate of payment to the Department for possible modification.

5. This contract shall take effect upon execution and shall be automatically renewed, subject to amendment, on January 1 of each year unless either party provides 90 day advance written notice of their intention to terminate.

David H. Pingree

David H. Pingree, Secretary
Department of Health and
Rehabilitative Services

R. B. Burroughs, Jr.

R. B. Burroughs, Jr., Secretary
Department of Business
Regulation

W. G. Lund, MD

County Health Officer
Nassau County

John F. Clayton

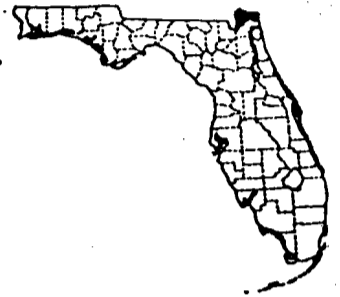
Chairman, Board of County
Commission
Nassau County



NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



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Chairman
Dist. No. 3 Yulee

JOHN F. ARMSTRONG, SR.
Vice Chairman
Dist. No. 5 Callahan

GENE R. BLACKWELDER
Dist. No. 1 Fernandina Beach

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Dist. No. 2 Fernandina Beach

DOUGLAS HODGES
Dist. No. 4 Hilliard

D. O. OXLEY
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

RICHARD L. KING, P.E.
County Engineer

March 14, 1980

Mr. Eanix Poole, Administrator
Environmental Health Program
1317 Winewood Blvd.
Tallahassee, Florida 32301

Dear Mr. Poole:

Please find enclosed the original contract relating to the food service inspection program, which has been executed by both the County Health Officer and the Board of County Commissioners of Nassau County.

With kindest regards, I am

Sincerely,

D. O. Oxley
Ex-Officio Clerk

By: _____
Thomas J. Greeson
Chief Deputy Clerk

DOO/TJG:ma

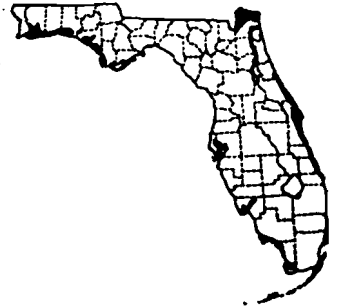
Enclosure



NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



JOHN F. CLAXTON
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Vice Chairman
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Dist. No. 4 Hilliard

D. O. OXLEY
Ex-Officio Clerk

ARTHUR I. JACOBS
Attorney

RICHARD L. KING, P.E.
County Engineer

February 28, 1980

Dr. N. G. Lund
Nassau County Health Department
P. O. Box 494
Fernandina Beach, Florida 32034


Dear Dr. Lund:

The Board of County Commissioners instructed this office to send you the enclosed Agreement for your approval and signature. Upon your approval, please return for the Board's final approval.

Thank you for your assistance in this matter.

Sincerely,

D. O. Oxley
Ex-Officio Clerk

By: 
Thomas J. Greeson
Chief Deputy Clerk

DOO/TJG:ma

Enclosure

5-2/16/80
STATE OF FLORIDA



DEPARTMENT OF

Health & Rehabilitative Services

Bob Graham, Governor

1317 WINEWOOD BOULEVARD

TALLAHASSEE, FLORIDA 32301

February 5, 1980

copy

John F. Claxton, Chairman
Board of County Commissioners
Nassau County
P. O. Box 1010
Fernandina Beach, Florida 32034

Dear Chairman Claxton:

Attached for your consideration and signature is a contract relating to the food service inspection program.

As you know, the 1979 Legislature amended Chapter 509, Florida Statutes. These amendments establish primary responsibility for licensing and inspection of public lodging and food service establishments with the Division of Hotels and Restaurants. The amendments further provide that the Division may contract with the Department of Health and Rehabilitative Services, through the facilities of the County Health Units, to provide the mandated inspections. Since July 1, 1979, the two agencies (HRS and DBR) have been operating under an interim agreement in an effort to eliminate duplication in the food service inspection program.

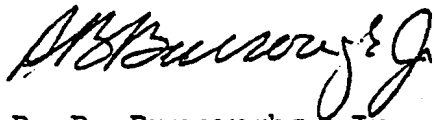
The attached contract has been developed after many months of experience with the interim agreement and is intended to be simple and straightforward, yet comprehensive.

When the contract has been signed, please forward the original to:

Mr. Eanix Poole, Administrator
Environmental Health Program
1317 Winewood Boulevard
Tallahassee, Florida 32301
(904) 488-4070

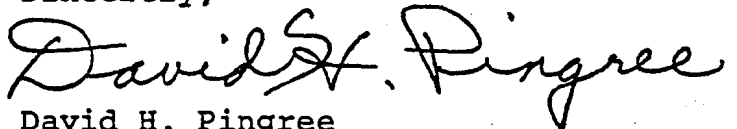
We look forward to a continued cooperative working relationship in this program and are encouraged that our joint efforts will, in fact, eliminate duplication in the food service inspection program.

Should you have any questions regarding the contract, please feel free to contact Mr. Poole directly.



R. B. Burroughs, Jr.
Secretary
Department of Business
Regulation

Sincerely,



David H. Pingree
Secretary
Department of Health and
Rehabilitative Services

Attachment

cc: J. Howell, M.D., MPH, PDHE
District Administrators
County Health Officers