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

CONSENT AGENDA

AUGUST 7, 2008

- (1) Invoice Bailey Bishop & Lane, Inc. Cannon Creek Stormwater Study - \$15,197.50
- (2) Invoice Earth Tech Consulting, Inc. Five Points/Melrose Park Basin Study - \$6,841.01
- (3) Invoice SE Environmental Geology, LLC S.W. Farnell Road Realignment - \$1,550.00
- (4) Invoice Columbia County School Board Stillman Avenue Improvement & Realignment Reimbursement - \$21,059.63
- (5) Invoice Anderson Columbia Company, Inc. Additional Work on Project 2008-01 - \$245,718.24 (Final Invoice)
- (6) Invoice Darabi and Associates, Inc. Closed Landfill Inspection \$1,229.88
- (7) Invoice Darabi and Associates, Inc. Closed Landfill Monitoring \$1,675.64
- (8) Invoice Darabi and Associates, Inc. Semi-Annual Analytical Monitoring of Groundwater at Winfield - \$13,069.75
- (9) Invoice Darabi and Associates, Inc. Winfield Landfill Monitoring \$13,638.42
- (10) Invoice Donald F. Lee & Associates Annie Mattox Project \$9,114.03
- (11) Invoice Nabors, Giblin & Nickerson, P.A. Annual Fire, Solid Waste, & Local Roads Improvements Assessments - \$5,000.00
- (12) Invoice Suwannee River Economic Council, Inc. Administrative Services for SHIP Program – 5% Additional Funds – June 30, 2008 – \$105.70

- (13) External Budget Amendment Sheriff's Office #6 BA #07-31 Inmates Subsistence Costs Collected from April 1 to June 30, 2008 – \$4,227.48
- (14) External Budget Amendment Sheriff's Office #7 BA #07-32 Reimbursements, FEMA (Bugaboo Fires, Auction Proceeds, and Voided Purchase Orders - \$138,792.85
- (15) Richardson Community Center Request Refund Summer Camp Program – Cierra Grisson, Enrollee - \$183.77 Payable to Mrs. Angelina Grisson
- (16) Indigent Burial Dees-Parrish Family Funeral Home Diane McNally, Deceased – Reimbursement to Shands at Lake Shore Hospital – \$500.00
- (17) Indigent Burial Dees-Parrish Family Funeral Home Linda Baldwin, Deceased – Reimbursement to Shands at Lake Shore Hospital – \$500.00
- (18) Indigent Burial Dees-Parrish Family Funeral Home Willard Junior Davis, Deceased - \$500.00
- (19) Columbia County Health Department Activities and Expenditures October 2007 through June 30, 2008
- (20) Bid Award Pritchett Trucking/Suwannee American Cement Bid No. 2008-J \$275,000
- (21) Purchasing Employee Health Insurance Bid No. 2008-H Blue Cross and Blue Shield
- (22) Human Resource Recommending Amanda Bethea for Library Assistant I – Columbia County Library
- (23) Human Resource Recommending Alvin Meeks Promotion to Maintenance Technician and Matthew Huesman to Maintenance Worker Position being Vacated by Mr. Meeks
- (24) Human Resource Recommending Keith Cray for Recreation Department Custodian
- (25) Amendment to Agreement Cooperative Service between Columbia County and USDA Animal and Plant Health Inspection Services Wildlife Services – Additional Funding - \$20,000

- (26) Sheriff's Office Deputy Sheriff's Blanket Surety Bond Hilb, Rogal & Hobbs Company (HRH) DBA Hunts Insurance Company
- (27) Interlocal Agreement Alachua County/Columbia County Request and Use of the Cooperative Collection Center Arrangement Grant – Household Hazardous Waste
- (28) Travel Authorization Official Use of Privately Owned Automobile on behalf of Susan Melton
- (29) Sheriff's Office Request Removal of Two Stop Signs on Lanvale Street at Intersection of Hickory Lane - Stop Sign Remain on Hickory Lane and Painted Stop Bars placed on Hickory Lane
- (30) Columbia County Health Department Declaration of Surplus Property – 1992 Ford Truck, #353
- (31) Public Works Declaration of Surplus Property Items to be Sold at Auction (see attached list)
- (32) Reappointment WellFlorida Council, Inc. Board Mrs. Linda Jones Term October 2008 - September 2010
- (33) Appointment Tourist Development Council Board Mahendra Patel, Replacing James Montgomery Term Ending December 30, 2010
- (34) Sheriff's Office Application for Funding Assistance Justice Assistance Grant – County-wide - \$35,116.00
- (35) Utility Permit Comcast Cable County Road 252B
- (36) Utility Permit Comcast Cable SW Etheridge Glen
- (37) County Manager Request for Annual Leave August 13 through August 22, 2008
- (38) Safety Department Updated and Reformatted Safety Manual

B	Bailey Bishop & Lane, In P.O. Box 3717	с.	4	T
U	Lake City, FL 32056 Tel: (386) 752-5640 Fax: (386) 755-7771		Invoice Date	Invoice Number
PO B	JMBIA COUNTY BOARD 0F COUNTY CON OX 1529 E CITY FL 32056	I	7/25/2008	13327
8 7 03 agenda	,	intropect 11); Operations	Apr 18, 2008 To Jul 25, 2008 L070312CCB: CANNON CREEK STORMWAT FINDLEYR	ER STUDY
		<u> </u>		

PROFESSION V. SERVICES M/ICE

Task Description	Employee Class.	Hours	Pate	Amount.
CLIENT REETING				
COMPUTER MOED ORAFING	ENGINEER TECHNICIAN	1.50	\$80.00	\$120.00
DESIGN CALCULATIONS	ENGINEER TECHNICIAN	9.50	\$80.00	\$760.00
	JR. PROFESSIONAL ENGINEER	2.00	\$110.00	\$220.00
ENVIRONMENTAL RESOURCE PERMITTING	ENGINEER TECHNICIAN	129.50	\$80.00	\$10,360.00
THAMOMULENTIC MEDOMOE NEMINING	JR PROFESSIONAL ENGINEER	1.50	\$110.00	\$165.00
PRELIMINARY DESIGN				
PREPARE ENVIRONMENTAL/ENGINEERING	JR PROFESSIONAL ENGINEER	2.75	\$110.00	\$302.50
	ENGINEER TECHNICIAN	39.00	\$80.00	\$3,120.00
STATUS CONFERENCE				
	SR PROFESSIONAL ENGINEER	1.00	\$150.00	\$150.00
			. —	

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Memo:	
This billing is for the following:	App alger i ser 108
Cannon Creek Drainage Report.	7 7 20 10 1
Account St	ummary

Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
13203	5/23/2008	\$21,865.00	\$21,865.00	\$0.00

Total Amount Due (including this invoice):

g n OB Agenda

EARTH TECH CONSULTING, INC.

857 SW Main Blvd., Suite 115 Lake City, Florida 32025

Board of County Commissioners Columbia County

P. O. Box 1529 Lake City, Florida 32056-1529

Attn: John Colson

Columbia County Stormwater Enhancement Projects

INVOICE

 DATE:
 22-Jul-0

 ET JOB NO.:
 103666

 INVOICE NO.:
 450852

PLEASE REMIT PAYMENT TO: Earth Tech, Inc. Mellon Bank Lockbox # 40164 Dept. At 40164 Atlanta, Ga. 31192-0164

FOR PROFESSIONAL			RING SERVIO			FOR THE PERK	DO
Labor Classification	Hours		Hourly Rate		rrent Period	Prior Period to Date	Total Projec <u>to Date</u>
Five Points Basin Study							
Principal	0.0	\$	190.00	\$	-	\$ 190.00	\$ 190.00
Chief Engineer (PE)	7.0		177.00	•	1,239.00	\$ 6,637.50	\$ 7,876.50
Senior Drainage Eng.	10.0		165.00		1,650.00	\$ 6,600.00	\$ 8,250.00
Junior Drainage Eng.	8.5	•	110.00	\$	935.00	\$ 3,190.00	\$ 4,125.00
Public Involvement Spec.	0.0		104.00	\$	-	\$ 364.00	\$ 364.00
Senior Designer	0.0		92.00	\$	-	\$ 276.00	\$ 276.00
Designer	0.0	•	80.00	\$	-	\$ 4,800.00	\$ 4,800.00
Inspector	0.0		72.00	\$	-	\$ 4,248.00	\$ 4,248.00
Administration	9.0		60.00	\$	540.00	\$ 600.00	\$ 1,140.00
Total Labor	34.5	•		\$	4,364.00	\$ 26,905.50	\$ 31,269.50
Expenses				\$	358.01	<u>\$ 23</u> 7.63	\$ 595.64
Totals for Five Points Basin Study				\$	4,722.01	\$ 27,143.13	\$ 31,865.14
Melrose Park Basin Study							
Principal	0.0	\$	190.00	\$	-	\$-	\$-
Chief Engineer (PE)	7.0		177.00	\$	1,239.00	\$ 4,867.50	\$ 6,106.50
Senior Drainage Eng.	0.0		165.00	\$	-	\$ -	S -
Junior Drainage Eng.	5.0	\$	110.00	\$	550.00	\$ 1,760.00	\$ 2,310.00
Public Involvement Spec.	0.0	\$	104.00	\$	-	\$ 364.00	\$ 364.00
Senior Designer	0.0		92.00	\$	-	\$ 276.00	\$ 276.00
Designer	0.0	\$	80.00	\$	-	\$ 3,080.00	\$ 3,080.00
Inspector	0.0		72.00	\$	-	\$ 6,336.00	\$ 6,336.00
Administration	0.0	\$	60.00	\$	-	\$ 420.00	\$ 420.00
Total Labor	12.0			\$	1,789.00	\$ 17,103.50	\$ 18,892.50
Expenses				\$	330.00	\$ 214.49	\$ 544.49
Totals for Melrose Park Basin Study				\$	2,119.00	\$ 17,317.99	\$ 19,436.99
TOTAL AMOUNT DUE THIS I	VOICE			\$	6,841.01		
Doug McBrianty, P. E.	. · _	Proje	ect Manager			Colline H	/- <u>// - }</u>
						γ	

THIS INVOICE IS DUE AND PAYABLE WITHIN 30 DAYS OF INVOICE DATE PAST DUE AMOUNTS ARE SUBJECT TO INTEREST CHARGES AT A RATE OF 12% P A.



SE ENVIRONMENTAL GEOLOGY, LLC. DENNIS J. PRICE, P.G. P.O. BOX 45 WHITE SPRINGS, FL 32096 386-884-0039, cell 362-8189, den1@alltel.net

Eliso " We Track poter

July 28, 2008

Mr. Dale Williams County Manager P.O. Box 1529 Lake City, Florida 32056

RE: INVOICE FOR WETLAND DELINEATION FOR WETLANDS LOCATED ON FARNELL PROPERTY, HOWELL ROAD RE-ALLIGNMENT

SW FHRNELL ROAD REALIGNMENT

TOTAL INVOICE = \$1,550.00 Dennis J. Price

App no per Cabor 108



TO: Columbia County Board of County Commissioners Attn: Mr. Dale Williams, County Manager P O Box 1529 Lake City FL 32056

REMIT TO: Columbia County School District 372 West Duval Street Lake City FL 32055

AMOUNT INVOICED: \$21,059.63

DATE INVOICED: July 22, 2008

Reimbursement of costs for improvements to and realignment of Stillman Avenue. Work has been completed under contract with J.A. Standridge Construction Co. for the Fort White Middle School Project. Work has been inspected by John Colson, P.E. and other requirements of correspondence dated 5/21/08



Phone 386-752-7585 Fax 386-755-5430

Invoice

ETTIL to: COLUMBIA COUNTY B.O.C.C. PO BOX 1529

Ship to:

PO BOX 1529 LAKE CITY, FL 32056

LAKE CITY, FL 32056	ADD	1/122	2008-01
	12.20	4	

Cust # Custor	ner Ref Invoice #	Invoice Date	Due Date	Dis	c Date	Terms
1050	28205-4	7/21/2008	7/31/2008		Net	t 30
Month/Trans Line	Description	Contract	Item	Unit Price	Quantity	Amount
07/08 178 1	EST# 4 JOB# 28205	28205-	1	5,718.24000	0.000	245,718.24

FIML LMONE

Notes:

Total	\$245,718.24
Sales Tax	
Less Disc	
Less Retainage	
Total Due	\$245,718.24

Appalline Ison

Contractor: ANDERSON COLUMBIA CO., INC P. O. BOX 1829, LAKE CITY, FL 32056 TELEPHONE 752-7585 FAX 755-5430 Customer: 1050 COLUMBIA COUNTY BOCC P.O. BOX 1529 LAKE CITY, FL 32056



Project	7					
CR 349						
Period Ending			July 21,	2008	ACCI No.	
Invoice Number:	One					28205

					Contract Amour	st	Currer	nt Work	Previou	is Work	Tota	l Work	Â
ltem Number	Description		Unit	Quantity	Unit Price	Total Cost	Quantity	Amount	Quantity	Amount	Quantity	Amount	Percent
001	FIRE STATION # 43	M350	LS	1.000	\$16,887.50	\$16,887.50	1.000	\$16,887.50		\$0.00	1.000	\$16,887.50	100%
002		YER - ENO	LS	1.000	\$7,210.00	\$7,210.00	1.000	\$7,210.00		\$0.00	1.000	\$7,210.00	100%
003	SPORTS COMPLEX MOT		LS	1.000	\$2,440.00	\$2,440.00	1.000	\$2,440.00		\$0.00	1 000	\$2,440.00	100%
004	ASPHALT - STORE	mplax-41	End	2,005.140	\$73.00	\$146,375.22	2,005.140	\$146,375.22		\$0.00	2,005.140	\$146,375.22	100%
005		BUDGAT	LS	1.000	\$21,756.00	\$21,756.00	1.000	\$21,756.00		\$0.00	1 000	\$21,756.00	100%
006	PRECISION LOOP MOB	DIST	LS	1.000	\$5,200.00	\$5,200.00	1.000	\$5,200.00		\$0.00	1.000	\$5,200.00	100%
007	PRECISION LOOP MOT	SPECIAL	LS	1.000	\$3,500.00	\$3,500.00	1.000	\$3,500.00		\$0.00	1.000	\$3,500.00	100%
008	PRECISION LOOP ASPHALT	PROJECT	TN	484.240	\$73.00	\$35,349.52	484.240	\$35,349.52		\$0.00	484.240	\$35,349.52	100%
009	ELLISVILLE FIRE DEPARTMENT	MSSD	LS	1.000	\$7,000.00	\$7,000.00	1.000	\$7,000.00		\$0.00	1 000	\$7,000.00	100%
	TOTALS	[\$245,718.24		\$245,718,24		\$0.00		\$245,718,24	

Total Work To Date245,718,24Less Previous Billed0.00Total Work This Estimate245,718,24Less 10% Retainage70tal Due This Request\$245,718,24\$245,718,24

Appression

Inv # 28205-4

INVOICE NO .: 08-300-01-05

#6

DATE: July 11, 2008

STATEMENT PERIOD: June 2008

RE: Closed Landfill Inspection

Mr. Bill Lycan, Director Columbia County Solid Waste Dept. P.O. Box 1529 Lake City, FL 32056

DESCRIPTION	AMOUNT
Consulting engineering services for the closed landfill inspection and report preparation and review.	
F. Darabi 1.5 hrs @ \$159.86/hr.	\$239.79
Subconsultants	\$990.09
THIS IS TO VERIFY THAT ALL GOODS ORDERED HAVE BEEN RE- CEIVED AND ARE IN GOOD CONDITION.	
TOTAL THIS BILLING PE	RIOD \$1,229.88
PAST DUE BALA	NCE
GRAND TO	DTAL

Thank You

INVOICE NO.: 08-300-02-06



DATE: July 11, 2008

STATEMENT PERIOD: June 2008

RE: Closed Landfill Monitoring

Mr. Bill Lycan, Director Columbia County Solid Waste Dept. P.O. Box 1529 Lake City, FL 32056

DESCRIPTION	AMOUNT
Consulting engineering -ervices for the closed landfill quarterly gas monitoring and reporting,	
F. Darabi 2 hrs @ \$159.86/hr.	\$319.72
Subconsultants	\$1,355.92
VERTIFY MARKEN AND AND AND AND AND AND AND AND AND AN	
TOTAL THIS BILLING PERIOD	\$1,675.64
PAST DUE BALANCE	
GRAND TOTAL	

Thank You

INVOICE NO.: 08-300-03-07



DATE: July 11, 2008

STATEMENT PERIOD: June 2008

RE: Semi-Annual Analytical

Mr. Bill Lycan, Director Columbia County Solid Waste Dept. P.O. Box 1529 Lake City, FL 32056

DESCRIPTION	AMOUNT
Analtical charges for the groundwater monitoring at the Winefield facility for the Semi-Annual event.	
ENCO- A8F3042 A8F3044 A8F3045 A8F3014	\$3,456.90 \$4,278.00 \$1,056.85 \$4,278.00
North Contraction of the State	
TOTAL THIS BILLING PERIOD	\$13,069.75
PAST DUE BALANCE	
GRAND TOTAL	



INVOICE NO.: 08-300-03-06



DATE: July 11, 2008

STATEMENT PERIOD: June 2008

RE: Winefield Landfill Monitoring

Mr. Bill Lycan, Director Columbia County Solid Waste Dept. P.O. Box 1529 Lake City, FL 32056

	DESCRIPTION	AMOUNT
groundwater monitorin	g services for the winefield lanfill g, gas monitoring, repair of monitoring , DEP negotiations and data review	
F. Darabi	11.5 hrs @ \$159.85/hr.	\$1,838.27
Subconsultants		\$11,800.15
	AND	
	TOTAL THIS BILLING PERIOD	\$13,638.42
	PAST DUE BALANCE	
	GRAND TOTAL	

Thank You

05 18 Z	CO20 51 PM/RSD433 B 11 MAR	•									
in in ite	4 - V/A M 5 JEACES AVE	JOUNTY	433-6 ••• Columbia Columbia County Ro	0360 NC	Fliv N.A F4P N.A Ken Sweet's - Details	NVO CE DATE -NVOICE NUMBER	25 13 2004 2165		Roadway Specialty (1953) Fust Hwy 62 Tanipal FL 03610		1. 777
1×	386-755-6167								Fh -817:626.9032 1	Fax 510,628-9391	
			CRIGINA	AL CONTRACT		CLRRENT WCR	K COMPLETED	FREWOUS W	DRA COMPLETD	TOTAL MOR	K COMFLETED
B.D ITEM	DESCRIPTION	CNIT	QUANTITY	UNIT PRICE	TOTAL COST	GUANTITY	AMOUNT	QUANT TY	AMOUNT	QUANTITY	AMGUNT
36-1-1	Guardrai' (Roadway)(F&i)	LF	667 00	S 4 17	\$ 2,781,39	ô67 75	\$2 764 52	c 00	\$0.00	667 75	\$2 784 52
36-1-1Post	Furnish & Install Wood Post - includes around radius	ΕA	118 00	\$ 52.31	\$ 6 172 5a	121 00	56 329 51	0.00	SC CO	121 00	\$6,329.51
	GUARDRAIL TOTALS				\$ 8,953.97		\$9,114.03		\$0.00		\$9,114.03
			0 00	\$0 CO	\$0.00	0 00	S0 00	0.00	SC CO	¢ 0C	SC 00
			0.00	\$0.00	\$0.00	0 00	\$0.00	0 00	\$0 0 0	0.00	\$0 00
			0 00	\$0.00	\$0.00	0 00	\$0.00	0 00	\$C 00	0.00	\$0.00
			0.00	\$0.00	\$0.00	00 C	\$0.00	0 00	S0 00	0.00	\$0.00
			0 00	\$0.00	\$0.00	0 CO	\$C J0	0 00	\$0.00	0 00	S0 00
			0.00	\$0.00	\$0.00	0 00	\$0.00	0 00	\$0.00	00 5	\$0.00
			0 00	\$0.00	\$0.00	0.00	\$0.00	0 00	\$0.00	00.0	\$0.00
TOTALS					\$ 8,953.97		\$9,114.03		\$0.00		\$9,114.03

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\$9 114 03

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Hambone Enterprises, LLC 1291 SE Baya Drive Lake City, FL 32025 386-755-7060

May 5, 2008

Columbia County BCC Ken Sweet

Annie Maddox Park Project

Bid for Guard Rail Installation

Installation of approximately 667 LF of guard rail (to be supplied by County), at \$9.10 per foot for a total of \$6069.70. Approximately 118 wood posts installed at \$63.10 per post, for a total of \$7445.80.

This is a total of \$13,515.50 to complete to above installation. This price includes all incidental nuts/bolts and material to install ground rail and posts.

Thank you for this opportunity.

Sincerely,

1 ULE

Gary Wilson

LAKE CITY MANAGEMENT GROUP, 186 SE NEWELL DRIVE LAKE CITY, FL 32056

Estimate

Date	Estimate #
5./6/2008	2006-1056



Name / Address

COLUMBIA COUNTY PO BOX 969 LAKE CITY, FL 32056

				ľ	Project
Item	Description	C	lty	Cost	Total
GUARDRAIL(RO WOOD POST-IN	GUARDRAIL(ROADWAY) WOOD POST - INCLUDING RADIUS PROJECT: ANNIE MADDOX PARK		667		0 3,001.50 6,254.00
			Tot	al	\$9.255.50

TALLAHASSEE Suite 200 1500 Mahan Drive Tallahassee, Florida 32308 (850) 224-4070 Tel (850) 224-4073 Fax



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FORT LAUDERDALE 1225 S.E. Second Avenue t Lauderdale, Florida 33316 (954) 525-8000 Tel (954) 525-8331 Fax

TAMPA Suite 1060 2502 Rocky Point Drive Tampa, Florida 33607 (813) 281-2222 Tel (813) 281-0129 Fax

July 21, 2008

Lisa K. B. Roberts Assistant County Manager P.O. Box 1529 Lake City, FL 32056-1529

RE: Annual Fire Protection, Solid Waste and Local Roads Improvement Assessment Programs, Fiscal Year 2008-2009 Our File No. 214-07160

Dear Ms. Roberts:

Enclosed is our invoice for legal services rendered in the above matter. Your prompt attention to this invoice will be gratefully appreciated.

Very truly yours,

Heather J. Encinosa

HJE:cel

Enclosure

NABORS, GIBLIN & NICKERSON, P.A. 1500 Mahan Drive Suite 200 Tallahassee, Florida 32308 Telephone: (850) 224-4070

July 21, 2008

Invoice No. 214-07160 20846 N

Lisa K. B. Roberts Assistant County Manager P.O. Box 1529 Lake City, FL 32056-1529

RE: Annual Fire Protection, Solid Waste and Local Roads Improvement Assessment Programs (2008-2009) Our File No. 214-07160

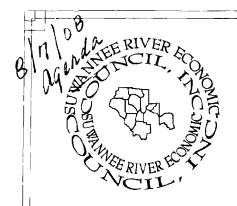
<u>PROFESSIONAL SERVICES</u> Invoice for 50% of Lump Sum Contract

\$5,000.00

Total Lump Sum Contract	\$10,000.00
Balance Remaining in Contract	\$5,000.00

TOTAL DUE AND PAYABLE TO NABORS, GIBLIN & NICKERSON, P.A.

<u>\$5.000.00</u>



Suwannee River Economic Council, Inc. Post Office Box 70 Live Oak, Florida 32064

ADMINISTRATIVE OFFICE - PHONE (386) 362-411 FAX (386) 362-4078 E-Mail: francesterry@suwanneeec.net

July 7, 2008

Mr. Dale Williams Columbia County Coordinator P.O. Box 1529 Lake City, Fl 32056-1529

Dear Mr. Williams:

The amount available to Columbia County based upon 5% of additional funds of \$2,114.00 to be received for Year 17 is \$105.70. This is in addition to SREC, Inc.'s share of Administrative services of \$105.70, which has been billed to Columbia County on a separate invoice.

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Frances L. Terry

Executive Director

FLT/cwd

cc: SHIP Program SREC S.H.I.P. Contract File SREC Finance Department

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION AN EQUAL OPPORTUNITY EMPLOYER



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@suwanneeec.net

> CART # County over a Cost County over a Cost of

July 7, 2008

Mr. Dale Williams Columbia County Coordinator P.O. Box 1529 Lake City, Fl 32056-1529

INVOICE

Administrative services for S.H.I.P program based upon 5% of additional funds of \$2,114.00 to be received for Year16:

June 30, 2008.....\$105.70

SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Frances L. Terry Executive Director

FLT/cwd

cc: SHIP Program SREC S.H.I.P. Contract File SREC Finance Department

SERVING

BRADFORD - COLUMBIA - DIXIE - GILCHRIST - HAMILTON - LAFAYETTE - LEVY - MADISON - PUTNAM - SUWANNEE - TAYLOR - UNION AN EQUAL OPPORTUNITY EMPLOYER



Bill Gootee, Sheriff

#13 # 07-31 BA

Columbia County

July 17, 2008

Honorable Dewey Weaver, Chairman Board of County Commissioners P. O. Drawer 1529 Lake City, FL 32056-1529

RE: FY07-08 Budget Amendment # 6

Dear Mr. Weaver,

Enclosed you will find Budget Amendment # 6 for the fiscal year 2007-2008, in the amount of \$4,227.48, (checks attached) which represents payment of subsistence costs generated at the County Jail for the period of time from April 1, 2008 to June 30, 2008. These prisoner subsistence costs were collected under Florida Statute 951.033.

As approved by the Board, this will be placed in our operating line items to offset some costs within the corrections budget.

Your full consideration to this request would be greatly appreciated!

Thanking you in advance.

Bill Gootee Sheriff, Columbia County

Kelly Crews, Comptroller

cc: Dale Williams, County Coordinator

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COLUMBIA COUNTY SHERIFF'S OFFICE	BUDGET ACCOUNT AME FY: 2007-2008	NDMENT No. 6	DATE REQUESTED 07-17-08		
TO: COLUMBIA COUNTY BOARD COUNTY COMMISSIONER		I HEREBY REQUEST APP AMENDMENT OF \$ 4,227.	ROVAL FOR A BUDGET 48 AS SET FORTH BELOW:		
NOTE: Jail Subsistence Fees coll	ected	Bull pour			
from April - June 2008		SHERIFF, COLUMBIA COL	JNTY		
BUDGET ACCOUNTS	ORIGINAL BUDGET OR LAST AMENDMENT	AMENDMENTS REQUESTED	BUDGET W/AMENDMENT REQUESTED		
LAW ENFORCEMENT:					
PERSONAL SERVICES	\$4,782,293.00	\$0.00	\$4,782,293.00		
OPERATING EXPENSES	\$1,087,300.00	\$0.00	\$1,087,300.00		
CAPITAL OUTLAY	\$161,355.38	\$0.00	\$161,355.38		
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00		
SUBTOTAL	\$6,040,948.38	\$0.00	\$6,040,948.38		
COMMUNICATIONS/911:	***************************************				
PERSONAL SERVICES	\$862,067.00	\$0.00	\$862,067.00		
OPERATING EXPENSES	\$206,865.00	\$0.00	\$206,865.00		
SUBTOTAL	\$1,068,932.00	\$0.00	\$1,068,932.00		
JUDICIAL:					
PERSONAL SERVICES	\$1,106,242.00	\$0.00	\$1,106,242.00		
OPERATING EXPENSES	\$186,904.00	•	\$186,904.00		
CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00		
	\$1,293,146.00	\$0.00	\$1,293,146.00		
CORRECTIONS:					
PERSONAL SERVICES	\$2,825,191.00	\$0.00	\$2,825,191.00		
OPERATING EXPENSES	\$753,822.37	\$4,227.48	\$758,049.85		
MEDICAL EXPENSES	\$430,159.00	\$0.00	\$430,159.00		
CAPITAL OUTLAY	\$30,000.00	\$0.00	\$30,000.00		
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00		
SUBTOTAL	\$4,049,172.37	\$4,227.48	\$4,053,399.85		
TOTAL BUDGET:		\$4,227.48			

BILL GOOTEE • COLUMBIA COUNTY SHERIFF					No. 04404
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		7/17/2008	044040	\$1,201,96
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INMATE TRUST FUND 389 NW QUINTEN ST., PH. 386-755-7000 LAKE CITY, FL 32055 DATE 6-2	<u>2- 08</u> \$ <u>135</u> _	63-64/631
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INMATE TRUST FUND 389 NW QUINTEN ST., PH. 386-755-7000 LAKE CITY, FL 32065 DATE 6 - 2 PAY TO THE ORDER OF BOLLING CURLED CONCULS CONC.	\$ 135	63-64/631 5



Bill Gootee, Sheriff Columbia County

#14 BATTO7-32

July 18, 2008

Honorable Dewey Weaver, Chairman Board of County Commissioners P. O. Drawer 1529 Lake City, FL 32056-1529

RE: FY07-08 Budget Amendment #7

Dear Mr. Weaver.

Enclosed you will find Budget Amendment #7 for the fiscal year 2007-2008, in the amount of \$138,792.85, (checks attached) which represents reimbursement on the following:

\$108,718.05	FEMA Reimbursement (Bugaboo Fires 2007)
\$ 14,844.80	Auction Proceeds (June 2008) from old vehicles/equipment
\$ 15,230.00	Prior Fiscal Year voided purchase orders
\$138,792.85	Total

As approved by the Board, this will be placed in our operating and capital outlay line items to replace equipment, purchase software/licenses to fix our current mapping problems (same software in other County departments), purchase additional mobile and hand held radios, antennas, driver license readers and ground our towers for uninterrupted radio communications. As in the past these types of reimbursements greatly assist our office in replacement needs without asking for additional funding.

Your full consideration to this request would be greatly appreciated!

Thanking you in advance.

Bill Gootee Sheriff, Columbia County

By: <u>ACLUN</u> <u>L'eur</u> Kelly Crews, Comptroller

cc: Dale Williams, County Coordinator

and the second W. M.Z. Cathering L. C. Ball and A.

COLUMBIA COUNTY SHERIFF'S OFFICE	BUDGET ACCOUNT AME FY: 2007-2008	NDMENT No. 7	DATE REQUESTED 07-18-08
TO: COLUMBIA COUNTY BOA COUNTY COMMISSION		I HEREBY REQUEST APPI AMENDMENT OF \$ 138,79	ROVAL FOR A BUDGET 2.85 AS SET FORTH BELO
NOTE: FEMA Reimbursement Auction Proceeds/PO's		SHERIFF, COLUMBIA COL	JNTY
BUDGET ACCOUNTS	ORIGINAL BUDGET OR LAST AMENDMENT	AMENDMENTS REQUESTED	BUDGET W/AMENDMEN REQUESTED
LAW ENFORCEMENT:			
PERSONAL SERVICES	\$4,782,293.00		\$4,782,293.0
	•	\$92,375.00	
CAPITAL OUTLAY	\$161,355.38	\$46,417.85	
CONTINGENCY	\$10,000.00	\$0.00	
SUBTOTAL		\$138,792.85	\$6,179,741.2
COMMUNICATIONS/911:		·	
PERSONAL SERVICES	\$862,067.00	\$0.00 \$	\$862,067.0
OPERATING EXPENSES	\$206,865.00	\$0.00	
SUBTOTAL	\$1,068,932.00	\$0.00	\$1,068,932.0
JUDICIAL:	I		
PERSONAL SERVICES	\$1,106,242.00	\$0.00	\$1,106,242.0
OPERATING EXPENSES	\$186,904.00		\$186,904.0
CAPITAL OUTLAY	\$0.00	\$0.00	\$0.0
SUBTOTAL	\$1,293,146.00	\$0.00	\$1,293,146.0
CORRECTIONS:	 		
PERSONAL SERVICES	\$2,825,191.00		\$2,825,191.00
OPERATING EXPENSES	\$758,049.85	•	\$758,049.8
MEDICAL EXPENSES	\$430,159.00	\$0.00	\$430,159.00
CAPITAL OUTLAY	\$30,000.00	\$0.00	\$30,000.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$4,053,399.85	\$0.00	\$4,053,399.85
TOTAL BUDGET:	\$12,456,426.23	\$138,792.85	\$12,595,219.08

FIRST FEDERAL SAVINGS BA	
63-8448 / 2631	5

снеск No. 042131

	COLUMBIA COUNTY SHERIFF 4917 US HWY 90E LAKE CITY, FLORIDA 32055			
		9/28/2007	042131	\$15,230.00
		DATE	CONTROL NO.	AMOUNT
	Sifteen Shousand Two Hundred Thirty and	00/100		Dollars
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	#042181# #263184488#	00 \$ 3 2 70 90"	•	
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	BILL GOOTEE COLUMBIA COUNTY SHERIFF 4917 US HWY 90E LAKE CITY, FLORIDA 32055	63-8448 / 2631 5	CHEC	к No. 044056
		7/17/2008 DATE	044056 CONTROL NO.	\$123,562.35 AMOUNT
	One Mundred Twenty-Three Thousand Five Mundred Sixt	ty-Two and \$5/100		Dollars
PAY TO THE ORDER OF	BOARD OF COUNTY COMMISSIONERS FO ORAWER 1529 DARE CITY, FL B2056-1529		1	

#044056# #263184488# 001327090#

BILL GOOTEE

8 n DB Agenda



- To: Dale Williams, County Manager Judy Lewis, Internal Auditor
- From: Mario A. Coppock, Recreation M. Z.

Re: Summer Camp Refund

Date: July 22, 2008

Mrs. Angelina Grisson is requesting a refund of approximately \$183.77. Her daughter, Cierra developed a case of the mumps and attended only nine days of the camp. (See attached letter) Mrs. Grisson's mailing address is 965 NE Annie Mattox Street, Lake City, Florida 32055. Your cooperation in this matter is greatly appreciated.

CC: Lisa Roberts, Assistant County Manager. July 18, 2008

Angelina Grisson 965 NE Annie Mattox St Lake City, FL 32055 (386) 269-3113

Dear Sir/Madam:

I am writing to request a refund of \$225.00 paid for Summer Day Camp at Richardson Community Center. This amount as stated in the brochure is "the cost for camp for the 10 week session and the Price includes the cost of <u>6</u> large field trips". My daughter, Cierra Grisson did not attend any of the six large field trips. Cierra was sick with the mumps after an estimated two –three weeks (maybe less) of attending the camp. Her throat was very sore to the point where it was difficult for her to communicate, and she also experienced times when she had fevers.

Thank you in advance for your time and concern in this matter.

Sinderely. **Ya Virisson**

Baginita



Dees-Parrish Family Funeral Home 458 S. Marion Avenue, Lake City, FL 32025 (386) 752-1234 FAX: (386) 752-7006 Invoice No. Cavis

INVOICE

Customer				Misc	<u></u>	
Name Address City Phone	Columbia County Board of County Commissioners P O Box 1529 Lake City State FI ZIP 32056 386-755-4100			Date Order No. Rep FOB	7/14/2008	
Qty	1	Descriptio	on	Unit Price	1	TOTAL
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	To BE RE	IMBURSED	BY SHANDS			
	······································			SubTotal Shipping	\$	500.00
Payment	Select One		Tax Rate(s)	: 		· · · · · · - · - · · · · · ·
Comments Name		· · · · · · · · · · · · · · · · · · ·		TOTAL	\$	500.00
CC # Expires			Office Use	Only		

Where serving you family isn't just our business, it's our way of life!

1

Involge No. Stilly in

Dees-Parrish Family Funeral Home 458 S. Marion Avenue, Lake City, FL 32025 (386) 752-1234 FAX: (386) 752-7006

INVOICE

NAMES AND ADDRESS OF A DESCRIPTION OF A

Customer			Misc		
Name Address	Columbia County Board of County Commissioners P O Box 1529		Date Order No.	6/23/	2008
City Phone	Lake City State FI ZIP 32 386-755-4100	.056	Rep FOB		
Qty	Description		Unit Price	1	TOTAL
1	Cremation of Linda Baldwin 6-21-2008		\$ 500.00	\$	500.00
	Shanda @ Laka Shara				
	Shands @ Lake Shore		\$	1	
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	TO BE REIMBURSED BY SHANDS AT LAKE	SHORE		1	
			SubTotal Shipping	' \$	500.00
Payment	Select One	Tax Rate(s)			
Comments			TOTAL	S	500.00
Name	···· ··· · ··· · ··· ·				
CC #	1	Office Use	Only		8
Expires	······				
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Expires	· · · ·			•	

Where serving you family isn't just our business, it's our way of life!

Columbia County Board of County Commissioners PO Box 1629 Lake City, FL 32056

To Whom It May Concern:

I. Liz Smart, the friend and caregiver of the decedent, Linda Carol Baldwin and Carebra a legal resident of Columbia County for the past ten years (947 SW Thornwood Circle Apt. 106), do hereby certify that Mrs. Baldwin is an indigent and has no means by which to pay for the cremation services. I respectfully request your help in this matter.

Yours truly,

In Smart

Liz Smart, Friend of the decedent



Invoice No. Davis

Dees-Parrish Family Funeral Home 458 S. Marion Avenue, Lake City, FL 32025 (386) 752-1234 FAX: (386) 752-7006

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Customer				<u></u>	Misc		
Name Address City Phone	Columbia County Board of County Commissioners P O Box 1529 Lake City State FI ZIP 32056 386-755-4100			Date Order No Rep FOB	7/8/2008		
Qty	1	Descriptio	n		Unit Price	ł	TOTAL
4 71	Cremation of Willard				\$ 500.00		500.00
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				· <u>-</u> · · <u>-</u> · · · · · · · · · · · · · · · · · · ·	SubTotal Shipping	\$	500.00
ayment	Select One			Tax Rate(s)			
Comments Name			:		TOTAL	\$	500.00
CC # Expires				Office Use	Only		

Where serving you family isn't just our business, it's our way of life!

Columbia County Board of County Commissioners PO Box 1629 Lake City, FL 32056

To Whom It May Concern:

I, Nellie Davis, the wife of the decedent, Willard Junior Davis. **Second Second** a legal resident of Columbia County for the past sixteen years do hereby certify that I am indigent and have no means by which to pay for the cremation services of my husband. I respectfully request your help in this matter.

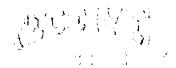
Yours truly,

Nellie Davis

Nellie Davis

Charlie Crist Governor





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



July 22, 2008

Mr. Dewey Weaver, Chairman Columbia County Board of Commissioners PO Drawer 1529 Lake City, FL 32056

Dear Mr. Weaver:

Attached is the third report of the activities and expenditures of the Columbia County Health Department (CHD) for the period ending 6/30/08. This report is required by Chapter 154, Florida Statutes, and the contract between the Department of Health and Columbia County. The report is made of the following sub-reports produced by the CHD Contract Management.

- 1. DE 385- "CHD Contract Management Variance": Which compares the actual services and expenditures with the contract plan for the report period.
- 2. DE 580- "Analysis of Fund Equities": Which shows revenue for the report period by source and the balance in the CHD trust fund.
- 3. Columbia CHD Program Service Variance Analysis: Which explains variances in actual expenditures that is greater or less than 25% of planned expenditure levels and exceeding 3% of total planned expenditures for its level of service.

The following is a summary of actual activities and expenditures compared to the contract plan for the three major levels: communicable disease, primary care and environmental health.

Level of Service	Total Served	Total Services	Planned Expenditures	Actual Expenditures	Variance
Commun Cable Disease	ui- 4,813	10,709	452,686	484,961	7.13
Primary Care	4,930	109,749	1,156,542	1,130.544	-2.25
Environ- Mental	1,304	8,611	678,533	629,412	-7.24
Total	11,047	129,069	2,287,761	2,244,917	-1.87

I will discuss this report with Mr. Dale Williams and should the Board have any questions, please let me know.

Sincerely,

221 D Hugh Giebeig

Administrator

HG:en

Attachments



Columbia County Bid Tabulation

Bid No: 2008-J	Date of Opening	j: 07/30/2008	Bid Title: Lime	erock			
	Bidders	Pritchett Trucking	Suwannee American Cement	Linit Drico			
De	escription	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Per Ton FOB Pit		\$5.75	\$ 6.98				
Per Ton FOB Pu	blic Works	\$ 14.55	No Bid				
Location of Lime	rock Mine	High Springs	Branford				
		29 miles	23.5 Miles				

Recommend awarding contracts to both vendors. This will allow Public Works to decide which location is more efficient depending on where the limerock is to be used and also provides a better availability during busy construction times. The total value of this contract is approximately \$275,000 with the majority of purchases coming from Pritchett Trucking.

, Zin Suit

Ben Scott Purchasing Director

District No. 1 Bonald Williams		#21
District No. 2 - Dewey Weaver District No. 3 - George Skinner District No. 4 - Stephen E. Bailey District No. 5 - Elizabeth Porter		mangul
	OTMANDARY COLUMN	7
	Memo	
Date: 7/30/2008		20 1 – 175 - 1999

To: Board of County Commissioners

From: Ben Scott, Purchasing Director

RE: Employee Health Insurance

Upon direction of the County Manager the purchasing office advertised for and accepted proposals for employee insurance. The request sought proposals for coverage as similar to the current coverage as the providers could offer. I have attached for your review a recap of the proposals received as well as a recap of the presentation given to the insurance committee

The Insurance Committee met on July 29th to review the proposals received for Health, Life and Dental insurances and would like to recommend the Board approve the proposal received from Blue Cross Blue Shield of Florida.

The acceptance of the proposal will result in a one percent reduction (approximately \$24,500) from last year's premium for employer provided Health and Life Insurance.

Dental is employee paid and will now be offered through Blue Cross and will also result in a reduction in cost to employees.

The committee would also like to request the Board approve open enrollment to begin as soon as scheduling can be arranged.

> Approximate for a constraint of a constraint for the state of a constraint of a c

Columbia County Bid Tabulation

RFP No. 2008-H Date of Opening: 6/27/2008

RFP Title: HEALTH INSURANCE AND EMPLOYEE BENEFITS FOR CCBCC

	 e Cross e Shield	Avi	Ned	PR	IA	 ited althcare
Health Employee \$1,000						
Deductible	\$ 417.44	\$	404.21	\$	448.44	\$ 457.59
Family \$1,000						
Deductible	\$ 755.60	\$	722.96	\$	802.10	\$ 818.47
Dental						
Employee	\$ 21.43	\$	24.09	\$	35.69	\$ 35.69
Employee Plus One	\$ 42.52	\$	47.80			
Family	\$ 77.67	\$	87.32	\$	108.40	\$ 108.40
Life						
Group Term Per \$1,000	\$ 0.32			\$	0.24	
AD & D Per \$1,000	\$ 0.05			\$	0.03	

			C/C	and	Sun	Life		
Dental	Hur	nana	Ass	ociates	Fina	ancial	Aet	ina
Employee	\$	22.56	\$	21.42	\$	22.56		
Employee Plus One	\$	44.76	\$	40.67	\$	44.76		
Family	\$	81.76	\$	77.63	\$	81.76		
Life								
Group Term Per \$1,000	\$	0.33	\$	0.25			\$	0.244
AD & D Per \$1,000	\$	0.04	\$	0.04			\$	0.024

Health Insura	ince Pric	ing
	Individua	l Family
➢ Blue Cross Blue Shield	\$417.44	\$755.60
≻AvMed (HMO)	\$404.21	\$722.96
➢ United Healthcare	\$457.59	\$818.47
≫ PRIA	\$448.44	\$802.10

Plan	A Differe	ences
Offic	e Visit Co-p	bays
In Network	<u>BCBS</u>	<u>AVMed</u>
Family Physician	\$20	\$20
Others	*	\$40
Out of Network		
Family Physician	*	Not Covered
Others	*	Not Covered
*Subject to CY Ded	uctible and	Coinsurance

_ (Coinsurance	
	BCBS	<u>AVMed</u>
In Network	80%	90%
Out of Network	60%	Not Covered
Max	out of Pock	et *
	<u>BCBS</u>	<u>AVMed</u>
Individual	\$2,000	\$2,000
Family	\$6,000	\$4,000
*BCBS includes Co includes Coinsu		••

PHYSICIAN	SPECIALTY
WASEEMULLAH KHAN	HEMATOLOGY / ONCOLOGY
PAUL SCHILLING	RADIATION THERAPY
UMA IYER	HEMATOLOGY / ONCOLOGY
D. HAYDEN*	GENERAL PRACTICE
PETER GIEBEIG*	FAMILY PRACTICE
ERIC SCOTT	NEUROSURGERY
SAMUEL MYRICK	HEMATOLOGY / ONCOLOGY
ADIL KABEER	PLASTIC SURGERY
EDWARD SAMBEY*	FAMILY PRACTICE
GREGORY BAILEY	GYNECOLOGY
*Not in AvMed Network	

Г

Network	Discounts	5
	<u>BCBS</u>	<u>AvMed</u>
Hospital Inpatient	70.32%	59.29%
Hospital Outpatient	60.97%	48.41%
→ Physicians	51.51%	52.13%

Comparison of Netwo	f Prior Year (rk Discount	
	<u>BCBS</u>	<u>AvMed</u>
Hospital Inpatient	\$347,100	\$476,093
➢ Hospital Outpatien	t \$312,624	\$412,752
➢ Physicians	<u>\$618,098</u>	<u>\$610,195</u>
نه Totals	<u>\$1,277,822</u>	\$1,499,040
Difference of \$221,21	18	

Bottom-line

Total Annual Premiums

BCBS \$2,454,547 AvMed \$2,376,755 AvMed's premium would equal an initial annual savings of \$77,792 to the County. Does the potential savings outweigh?

- ۶ AvMed has no benefits for Out of Network
- ۶
- Avmed's limited Network (Missing 3 of the top 10) ≽ The possibility of future increases based on
- negotiated network discounts

County Provided Life I	nsurance
➢Blue Cross Blue Shield	\$5.55
PRIA	\$4.05
≻Humana	\$5.55
≻C/C and Associates	\$4.35
≻Aetna	\$4.02

If the County chooses a provider other than BCBS than we can not offer a Hospital Indemnity Plan through BCBS.

Currently approximately 80 employees are the HIP.

The additional cost of BCBS over Aetna amounts to approximately \$9,000 to the County.

Dental Insurance

	Employee	Plus One	Family
Blue Cross Blue Shield	\$21.42	\$42.52	\$77. 6 7
Avmed	\$24.09	\$47.80	\$87.32
PRIA	\$35.69	N/A	\$108.40
United Health	\$35.69	N/A	\$108.40
Humana	\$22.56	\$44.76	\$81.76
C/C and Associates	\$21.42	\$40.67	\$77.63
Sun Life Financial	\$22.56	\$44.76	\$81.76

Maximum Annual Dental Benefits

Blue Cross Blue Shield	\$1,250
Avmed	\$1,000
Humana	\$1,000
C/C and Associates	\$1,000
Sun Life Financial	\$1,000

Additional Discount

Blue Cross Blue Shield has offered a 1% discount on the health insurance premium if the County also selects BCBS for Dental coverage.

This would equal a savings of \$24,546 and reduces the difference between AvMed and BCBS to \$53,246.

Board of County Commissioners

#22

Memo

To: Dale Williams From: Michele Crummitt CC: Recruiting File Date: 7/24/2008 Re: Library Assistant I

A committee consisting of me, Debbie Paulson, Diane St. John, and Ronnie McCardle recently interviewed candidates for a vacant Library Assistant position. Based on the interview and satisfactory references, the committee is recommending Amanda Bethea for the job. With your approval, and the approval of the Board, I will make a conditional offer of employment and schedule the pre-employment screenings.

Jale Will ...

Board of County Commissioners

#23

Memo

K	
	,

To:Dale WilliamsFrom:Michele CrummittCC:Recruiting FileDate:7/28/2008Re:Maintenance Technician – Landscape & Parks

A committee consisting of me, Clint Pittman, and Bill Lycan recently interviewed candidates for a Maintenance Technician position. The committee is recommending current employee, Alvin Meeks, be promoted to this position.

As you proposed to Mr. Pittman, the second highest scoring applicant, Matthew Huesman is being recommended for the Maintenance Worker position being vacated by Alvin Meeks. Mr. Huesman is willing to accept the lesser position and his references are satisfactory. With your approval, I will make the conditional offer of employment to Mr. Huesman and schedule the pre-employment screenings.

fale William

Custodian – Recreation Department

Dates 7/14/2008

Re

1

A committee consisting of me, Mario Coppock, and Frank Harris interviewed candidates for the Recreation Department's custodian vacancy. The committee is recommending Keith Cray for the position. Mr. Cray's references have been checked and found to be satisfactory. With your approval, and that of the Board, I will make a conditional offer of employment and schedule the pre-employment screenings.

Tal Hill .

AMENDMENT TO:

COOPERATIVE SERVICE AGREEMENT

BETWEEN

COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)

AND

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES (WS)

This Amendment provides for the updating of the above listed Cooperative Agreement, and for additional funds in the amount of \$20,000 to be made available under the amended reimbursable agreement, for a total of \$66,213.00. The Amendment is necessary to continue control activities in Columbia County uninterrupted. All pre existing conditions will remain the same.

Columbia County Board of County Commissioners P.O. Box 1529 Lake City, FL 32056-1529

Date

USDA, APHIS, WS 2820 E. University Ave. Gainesville, FL 32641

Bernice Constantin, State Director

Date

Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 200 Raleigh, NC 27606

Charles S. Brown

WORK PLAN for the COOPERATIVE SERVICE AGREEMENT between COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the <u>Animal Damage Control Program Final Environmental Impact Statement</u> (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Background

Prior to 1900, beaver (*Castor canadensis*) were found throughout the panhandle and south to Seminole county. These animals served as a valuable source of income and food for the early settlers. Eventually, heavy trapping and hunting, combined with the clearing of woodlands for farming, led to the near extinction of beaver in Florida by the 1900's. Over the past 40 years, beaver have made a dramatic comeback in Florida recolonizing most of their historic range. This comeback can be attributed to the drastic decline in beaver pelt prices and the accompanying decrease in trapping. With this rapid expansion of beaver populations came an increase in damage. Flooding from water impounded be beaver dams, girdling of timber, tunneling into pond levees, blocking drainage outlets and inundating access roads are the primary types of beaver damage in Florida. Preferably, beaver damage would be controlled through sport and commercial trapping be licensed trappers at no cost to the state. In an attempt to use that source of manpower, the Florida Game and Fresh Water Fish Commission (FG&FWFC) referred inquiring landowners to available and willing trappers. This has been unsuccessful due to the low economic incentives for beaver trapping. Some states have tried

using the bounty system to control beaver problems without success. The average \$5 bounty was not economically enticing to trappers and an increase in the bounty would create the potential for fraud.

Basis for program

Beaver

Beaver damage in 30 Florida counties was investigated by the FG&FWFC using a telephone survey of road departments (county and state), foresters, timber companies, and public land managers. All seven Department of Transportation (DOT) maintenance offices in Northern Florida reported beaver problems associated with state highways in their area. Beaver problems with county maintained roads were reported in 26 of the 30 counties. The foresters contacted, indicated there were forestry related beaver problems in 16 of the 29 counties. Several large public land managed areas and 10 of the 13 timber companies were experiencing beaver problems. It is evident from the study that beaver have become a problem primarily in the panhandle and northern counties in Florida. Most problems are the flooding of roads and timber. The U.S. Department of Agriculture is directed by law to protect American agriculture and other resources from damage associated with wildlife. The primary authority for the Wildlife Services program is the Animal Damage Control Act of March 2, 1931, as amended (46 Sata. 1468: 7 U.S.C.426-426b and 426c). Wildlife activities are conducted in cooperation with other federal, state and local agencies, and private organizations and entities.

USDA, Wildlife Services currently has beaver management programs in six states in the southeast. These programs are based upon cooperative funding between county and state governments, private, and public landowners.

Coyote

In Columbia County each year the county extension agent receives numerous calls involving coyote predation on livestock. USDA Wildlife Services has a long history of assisting ranchers and landowners with coyote predation on livestock.

Historically, coyotes were most common on the Great Plains of North America. They have since extended their range from Central America to the Arctic, including all of the United States (except Hawaii), Canada, and Mexico. Coyote predation on livestock is generally more severe during early spring and summer than in winter for two reasons. First, sheep and cows are usually under more intensive management during winter, either in feedlots or in pastures that are close to human activity, thus reducing the opportunity for coyotes to take livestock. Second, predators bear young in the spring and raise them through the summer, a process that demands increased nutritional input, for both the whelping and nursing mother and the growing young. This increased demand corresponds to the time when young sheep or beef calves are on pastures or rangeland and are most vulnerable to attack. Coyote predation also may increase during fall when young coyotes disperse from their home ranges and establish new territories.

Many references indicate that coyotes were originally found in relatively open habitats, particularly the grasslands and sparsely wooded areas of the western United States. Whether or not this was true, coyotes have adapted to and now exist in virtually every type of habitat, arctic to tropic, in North America. Coyotes live in deserts, swamps, tundra, grasslands, brush, dense forests, from below sea

level to high mountain ranges, and at all intermediate altitudes. High densities of coyotes also appear in the suburbs of most major cities. They sometimes prey on pets and are a threat to public health and safety when they frequent airport runways and residential areas, and act as carriers of rabies.

Planned Wildlife Services Activities

Beaver

The agreement for Wildlife Services to conduct beaver control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct beaver control activities will be assigned to this project.

Wildlife Services will use recommended beaver damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours. Beaver dams will be removed by qualified personnel as required using explosives and/or mechanical means. Explosives will be handled in accordance with WS regulations and procedures. In all cases, landowners and county officials will be informed of anticipated work and expected results.

Beaver will be the target species of the management program. Trapping techniques are designed through selective sets to minimize the number of non-target species caught, specifically otter (*Lutra canadensis*). Any non-targeted animal trapped will be released if the animal is not damaged.

Beaver carcasses will be disposed of on-site or made available for landowner use. Some may be kept for future research or study needs by interested agencies such as FG&FWFC, University of Florida, or the Florida State Museum of Natural History.

Coyote

The agreement for Wildlife Services to conduct coyote control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct coyote control activities will be assigned to this project.

Wildlife Services will use recommended coyote damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours.

Usually, the primary concern regarding coyotes is predation on livestock. Livestock predation will be the main focus of WS coyote control efforts in Columbia County. Other calls will be dealt with on an as needed basis as directed by the County Commissioners.

Request for Assistance

Beaver

As a general rule, requests for assistance will be handled on a first-come, first-served basis. Efforts will be directed toward those areas with the most beaver damage and complaints as estimated and documented by WS. County and state requests for assistance will be given first priority when the

integrity of a road, highway, or bridge is threatened by the effects of beaver activity. In general, the following priorities will be observed when responding to requests for assistance:

- 1. County or state highways, roads, and bridges
- 2. Industrial/corporate landowners
- 3. Individual landowners
- 4. Landowner associations
- 5. Cities or towns
- 6. Other state lands

Logistic or travel cost considerations may require that some requests be worked out of order. Request for help on county or state property should be made to the WS Biologist in Columbia County. Request for assistance on state highways or bridges should be made through the DOT.

Coyote

Requests for assistance will be handled on a first-come, first-served basis unless directed otherwise by the county commissioners. Any call where human health or safety is involved will be given priority.

Personnel and Reports

Technicians will be hired by, and work directly for, WS. Technicians will be full-time and/or temporary part-time employees, as determined by the budget. Technicians will work year-round as weather and conditions allow.

Supervision

Technicians will be supervised out of the Gainesville WS office. The WS supervisor will be responsible for meeting with county officials and other cooperators, assigning technicians to beaver control requests, maintaining records, and assisting in trapping and dam-removal.

Record Keeping

Technicians will record the number of beaver and coyote caught, the number of dams removed, and other statistics. All record keeping is coordinated by the WS supervisor and reported to the necessary cooperators on an annual basis.

Educational Efforts

Educational efforts will be made to make landowners fully aware of what can and cannot be done to reduce beaver and coyote activity/damage. Landowners will also be encouraged to become involved in determining the best available strategies in dealing with beaver and coyote activity/damage on their property. WS Supervisors and Technicians will also work with the county and municipal governments so that public officials and landowners will be better able to understand and use beaver and coyote biology to help solve their problems.

Summary

This program is designed to assist landowners, road departments, and private industry with beaver and coyote damage in Columbia County. The intent of the program is to reduce beaver and coyote damage not population control. The program will be structured to be flexible, fair, and most importantly, feasible. Key to the success of the program will be participation of the county and landowners.

Effective Dates

The cooperative agreement shall become effective on October 1, 2007 and shall expire on September 30, 2008.

FINANCIAL PLAN for the COOPERATIVE SERVICE AGREEMENT between COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC) and UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

Personnel Costs	\$ 43,0	009
Vehicle Usage	\$ 10.0	000
Equipment and Supplies		
Program Support		
	TOTAL\$ 66,2	213

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$ 66,213.

Financial Point of Contact

Cooperator:

<Name to call for billing questions>

Phone

APHIS, WS: Jane Hatcher

352-377-5556

#26

Deputy Sheriffs

Blanket Bond

HRH

Form

The Deputy Sheriffs Blanket Bond covers sworn deputies for the faithful performance of their duties of the Sheriff's office. Effective July 1, 1998, Florida Statutes no indicate that the bond be provided as required by the Board of County Commissioners. Please indicate below if you wish to continue or cancel this bond.

Please cancel the Deputy Sheriffs				
Please continue the Deputy Sheriffs	Indicate number of deputies to covered	142		
olumbia County Sheriff's			Date (mm/dd/yyyy):	7/15/2008
Columbia County BCC			Date (mm/dd/yyyy):	

Bond No. 18258227

DEPUTY SHERIFFS' BLANKET SURETY BOND

State of Florida

County of Columbia

KNOW ALL MEN BY THESE PRESENTS, that we, the Deputy Sheriffs of <u>Columbia</u> County, Florida, presently or hereafter appointed during the term of this bond as described below, as Principals, and WESTERN SURETY COMPANY, a company duly authorized to transact surety business in the State of Florida, as Surety, are held and firmly bound unto Robert Martinez , Governor of the State of Florida, and his/her successors in office, in the sum of One Thousand Dollars (\$1,000) for each such Deputy Sheriff, lawful money of the United States of America, for the payment whereof well and truly to be made, we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the above bounden Deputy Sheriffs have been presently or will be hereafter appointed to hold office from the day so appointed, until a successor is qualified, and according to the Constitution and laws of the State of Florida.

NOW, THEREFORE, if the said Deputy Sheriffs presently or hereafter appointed shall faithfully perform the duties of said office as prescribed, then this obligation to be void, otherwise to be and remain in full and force and virtue.

- PROVIDED, \$1,000 of automatic coverage is provided for any additional Deputy Sheriff occupying a newly created position through the September 30th following such Deputy Sheriff's first day of service, with no additional premium charge for that period. On or before September 30 of each year, the Surety shall be provided with an updated count of Deputy Sheriffs to be covered by this bond and, if necessary, the next annual premium calculation shall be adjusted accordingly.

PROVIDED FURTHER, this bond may be cancelled by the Surety as to future liability for any specified Deputy Sheriff(s), or in its entirety, upon thirty (30) days written notice to the Board of County Commissioners of <u>Columbia</u> County, Florida. Provided, further, the aggregate liability of the Surety, regardless of the number of claims made

Page 2

against this bond or the number of years this bond remains in force, shall in no event exceed the sum of \$1,000 for any one Deputy Sheriff. Any revision of the bond amount shall not be cumulative.

Dated this <u>lst</u> day of <u>October</u>, 19 90.

WESTERN SURETY COMPANY

Bv In Fact NT SECRETARY R. GREAT

Countersigned by: Resident Agent

The foregoing bond is approved.

Chairman of the Board of County Commissioners

STATE OF TEX County of Dalls	AS ss	NOWLEDGMENT OF SURETY (Corporate Officer)	· .
On this	ĺst	day ofOctober	, 19, before me, a Notary Public in
		R. GRAT, ASSISTANT SLORETARY	

and for said County, personally appeared

.

personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of the WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Dallas, Texas, the day and year last above written.

My commission expires 영화 문 후 🗶 Notary Public Form 103-C



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

R. Gray

That the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the United States of America, does hereby make, constitute and appoint

____ of ____Addison

Sundemnity Surely and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnify in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said company of a settle any and all claims or demands made or existing against said

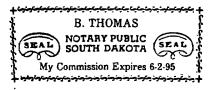
The Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the By-laws of the Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings or other obligations of the corporation shall be executed in the corporate name of the Company by the Chairman of the Board, President, Secretary, any Assistant Secretary, Treasuer, or any Vice President, or by such other officers as the Board of Directors may authorize. The Chairman of the Board, President, any Vice President, Secretary, any Assistant Secretary, any Assistant Secretary, any Assistant Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, or other obligations of the corporation — the signature of any such officer and the corporate seal may be printed by facsimile."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its

President	with the corporate seal affixe	d this <u>lst</u> day of	October 1990
ATTEST		RN SURETY COMRANY	
- J. Nelson	By	read	Kinby
Assistant	Secretary	Joe P. Kirby, Pro	esident
STATE OF SOUTH DAKOTA			
} ss.		\smile	()
COUNTY OF MINNEHAHA	October	90	
On this day	of	_, 19 Defore me, a Notary	Public, personally appeared
Joe P. Kirby	and	L. Nelson	

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as _____ President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



B. Thomas

Form 672 - 11-87

Notary Public

#21

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF ALACHUA AND COLUMBIA FOR THE REQUEST AND USE OF THE COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

This Interlocal Agreement ("Agreement") made and entered into this _____ day of ______, 2008, by and between Alachua County, hereinafter referred to as "Host County", and Columbia County, hereinafter referred to as "Neighboring County", political subdivisions of the State of Florida, by and through their Boards of County Commissioners.

WITNESSETH:

WHEREAS, the Host County and the Neighboring County are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and,

WHEREAS, the State of Florida has enacted the 1988 Solid Waste Management Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and,

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and,

WHEREAS, the Host County and the Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and,

WHEREAS, the Host County and the Neighboring County have developed a joint grant request to Florida Department of Environmental Protection (FDEP), endorsed by both Boards of County Commissioners, and have approved the request by this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual benefits to each other, the Host County and the Neighboring County agree as follows:

Section 1. <u>Term</u>. The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding, by consent of either Host County or Neighboring County, or terminated earlier as provided herein.

Section 2. <u>Mutual Covenants</u>. The Host County and the Neighboring County agree to the following:

A) That the grant request is made jointly on behalf of the two counties and is to be submitted to FDEP by the Host County.

B) To faithfully pursue the intent and purpose of the Cooperative Collection Center Arrangement Grant.

C) To conduct the Neighboring County's hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations, and grant rules as set forth by FDEP, and to utilize the grant funds solely for the purpose authorized.

D) That the Neighboring County's hazardous waste collection event will occur after the Host County's execution of a contract with FDEP for funding and will occur no later than June 30th of each calendar year.

Section 3. <u>Responsibilities</u>.

A) Of the Host County:

The Host County Shall:

(1) Have an established and operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to an approved recycling, storage, treatment, or disposal facility.

(2) Assign a project manager to work with the Neighboring County's government to establish a site in the Neighboring County for a mobile hazardous waste collection event. The hazardous waste collection event will be free to the households of the Neighboring County and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.

(3) Assist the Neighboring County in publicizing and advertising the waste collection event.

(4) Assign the project manager to be on site during the Neighboring County's collection event.

(5) Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection event, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.

(6) Invoice and collect from the Neighboring County the difference between the cost of the hazardous waste collection event and the amount paid by FDEP.

(7) Pay the Contractor for the Neighboring County's hazardous waste collection event and pay all up front costs associated with the Neighboring County's hazardous waste collection.

B) Of the Neighboring County:

The Neighboring County shall:

(1) Establish the location(s) for its mobile hazardous waste collection event that is (are) acceptable to the Host County and the Contractor under contract to the Host County.

(2) Work with the Host County to choose a mutually convenient date for the collection event to be held no later than June 30th of each calendar year.

(3) Remit payment to the Host County of the difference between the cost of the hazardous waste collection event and the amount paid by FDEP to the Host County. Payment shall be made to the Host County within 30 days of receipt of the invoice from the Host County of all sums properly invoiced under the provisions of this paragraph in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

Invoices shall be sent to:

Bill Lycan, Solid Waste Director Columbia County Landfill 1347 NW Oosterhoudt Lane Lake City Florida 32055

Payment shall be sent to:

Alachua County Board of County Commissioners c/o Alachua County Environmental Protection Department 201 SE 2nd Avenue, Suite 201 Gainesville, FL 32601

(4) Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the hazardous waste collection event. This information should be distributed to the local media, schools, agricultural agents, and civic and service organizations.

(5) Send a representative to the hazardous waste collection event and assist the Host County in overseeing paperwork at the close of the event. The Neighboring County will also manage all automotive batteries collected at the event.

(6) Provide the Contractor with the names and addresses of regulated small quantity generators of hazardous waste in Neighboring County.

(7) Work with the Host County to advertise, promote, and organize a "milk-run" collection route service for regulated small quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 4. <u>Default and Termination</u>. The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating this Agreement the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time for the defaulting party to cure the default. In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpended grant funds and shall comply with any requirements FDEP may impose.

This Agreement may be terminated by either party, with or without cause, upon giving 30 days prior written notice of termination.

Section 5. <u>Modification</u>. This Agreement may be modified at any time by mutual written agreement of the parties.

Section 6. <u>Funds Availability</u>. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purpose set out herein as determined in the sole discretion of the Host County. In the event funds to finance this Agreement become unavailable, the Host County may terminate this Agreement upon no less than twenty-four (24) hours' notice, written and delivered to the Neighboring County. Said notice of termination shall be delivered by certified mail, return receipt requested, or in person with signed proof of delivery. The Host County shall be the sole and final authority as to the availability of funds.

Section 7. <u>Indemnification</u>. Subject to the limits and provisions of Section 768.28, F.S., each County agrees to indemnify, save and hold harmless all other parties to this Agreement from any and all liabilities, claims, or damages of any kind which are or may be imposed for any of its negligent acts or omissions or for the negligent acts or omissions of its officers, employees, or agents arising out of or pursuant to this Agreement and/or the hazardous waste management programs for which these grant funds are sought. This indemnification shall not result in, or be construed to mean, a waiver of sovereign immunity by any party with respect to claims by third parties.

Section 8. <u>Severability</u>. It is understood and agreed by the parties to this Agreement that if any of the provisions of this Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

Section 9. <u>Notices</u>. Any notices required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Host County:	Chair Alachua County Board of County Commissioners P. O. Box 2877 Gainesville, FL 32602-2877
with a copy to:	J.K. "Buddy" Irby Clerk of the Circuit Court P.O. Box 939 Gainesville, FL 32602 ATTN: Finance and Accounting
and:	Office of Management and Budget 105 SE 1 st Avenue, Suite 6 Gainesville, FL 32601 ATTN: Contracts
Neighboring County:	Chair Board of County Commissioners, Columbia County 1347 NW Oosterhoudt Lane Lake City, FL 32055

Section 10. <u>Recording</u>. Each County, upon execution of this Agreement, will record a copy of this Agreement in the public records of its County. The Host County shall send a copy to the appropriate Project Manager at FDEP.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed on the day and year first above written.

COLUMBIA COUNTY, FLORIDA

BY: _____

Chair Board of County Commissioners

ATTEST:

Clerk

(SEAL)

ALACHUA COUNTY, FLORIDA

BY:

Randall H. Reid Alachua County Manager

Witness to Mr. Reid

APPROVED AS TO FORM:

Alachua County Attorney's Office



Columbia County Veterans Service Office



Memo

To:Dale WilliamsFrom:Bolf Little (CVSO)CC:Lisa RobertsDate:July 29, 2008Re:Special Travel Authorization

Dale,

Once again I am asking for your approval and the approval of the Board of County Commissioners for special travel consideration for Susan Melton so she may attend the October training conference. The conference is scheduled for Sunday September 28, 2008 through October 2, 2008 which will be conducted at The Embassy Suites in Tampa, Florida. Certification to file claims is required by F.S. 292.11 annually. To my knowledge there has not been a revision of our current policy in the County Policies and Procedures Manual to allow for this type of request. I am asking well in advance for approval of separate transportation authorization for Susan Melton to attend the training conference. As a reminder and as previously stated in other requests, Ms. Melton will need to drive separately and bring her husband who is disabled and assist with providing care for him because of his medical condition 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. Travel allowance has already been budgeted for this fiscal year.

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

cc: file

3/7/08 Aginda

Columbia County Sheriff's Office

From the desk of Sheriff Blil Geotee

John C. -Ralph Klade -Kevin Kinty -

DATE: July 23, 2008

TO: Dale Williams, County Manager

FROM: Sheriff Bill Gootee 12,

RE: Stop signs on Lanvale Street

Ralph -Would you please review and make a

It has come to my attention that the stop signs on Lanvale Street in the area of Hickory Lane are not efficiently placed.

I am requesting your consideration in removing the two stop signs on Lanvale Street at the intersection of Hickory Lane. There is also a stop sign on Hickory Lane at this intersection that I propose remains to ensure the safety at this intersection. If this is done, Lanvale will become the through street and traffic traveling on Hickory Lane will be required to stop. I am also requesting stop bars be painted on the pavement to support the remaining stop sign.

Please let me know if you have questions or need additional information from my deputies who patrol this area. Thank you in advance for your consideration.

REQUEST REVIEWED AND APPROVED BY RHLPH HARDEE, P.E. BCC APPROVAL IS REQUESTED.

> 4917 US 90 East Lake City, Florida 32035 566752.9212 Fax 386 754.7001

vww.chmbi.chentfal.m





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

July 24, 2008



ي. ر

- To:Dale Williams
Columbia County CoordinatorFrom:Hugh Giebeig
- Administrator Columbia County Health Department
- Copy: Rudy Crews Columbia County Safety Director
- Subject: County Property

At the next regulary scheduled Columbia County Board Meeting, would you please request this property item attached be removed from our inventory. This Ford truck was given to the County Health Department when we took over the Storage Tank Program from the county some years back. In the last two years we have been able to purchase new trucks for the Storage Tank Program, the original truck the county gave us has been greatly appreciated over the years.

Property Tag Number	Description	VIN Number	Mileage Showing
N/A	1992 Ford Truck	1FTEX15NSNKA90351	176525.5
County Truck Number	County Tag Plate Num	ber Title Number	Condition
353	20790	635023115	Poor



ro:	Dale Williams, County Manger
10.	Date withanis, county wanger

FROM: Kevin Kirby, Public Works Director

DATE: July 28, 2008

SUBJECT: Surplus Equipment

I am requesting the Columbia County Board of County Commissioners declare the following items surplus and to approve these items be sold at auction.

- 1981 BROS LSPRM-8A, Soil Mixer 4432, County Asset #5805;
- 1990 Chev. 1500 4X4 Pickup Truck, serial #1GCDK14H6LZ273445, County Asset #7031;
- 1986 FRUE Haul Rock Trailer, serial # 1H4B02924GF048902, County Asset #5787,
- 1986 Ford LT 8000 Dump Truck, serial # 1FD2U80U26V60237, County Asset #5802;
- 1995 Badger 460 Ditch Digger, serial # 1712101850101, County Asset #9204;
- 1984 Wallace Trailer Signal Axle, serial # UT121400, County Asset #5761

Miscellaneous Items:

Alamo Brush Cutter Parts Tire Balancer Plate Compactor Pressure Washer Wooden Light Poles Ambulance Box

Should you have any questions, please call. I appreciate your continued assistance and cooperation with this Department

KK/pl/lsg

Constraints and properties of a second system

Penny Stanley

From: Sent: To: Cc: Subject: Steven Oliva [soliva@wellflorida.org] Monday, July 21, 2008 2:23 PM Penny Stanley Linda Jones WellFlorida Council, Inc Board



I just wanted to let you know that Ms. Linda Jones wishes to be reappointed to the WellFlorida Council Board of Directors for the term Oct 2008- Sep 2010.

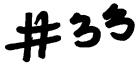
If you have any questions please contact me. Thanks.

Steven J. Oliva, CEO

352-313-6500 x108



Columbia County Tourist Development Council



Post Office Box 1847 • 263 NW Lake City Avenue Lake City, Florida 32056-1847 Telephone: 386-758-1312 • Fax: 386-758-1311 • Toll Free: 1-877-745-4778

July 28, 2008

MEMORANDUM

To: Ms. Lisa K.B. Roberts, Assistant County Manager, Columbia County From: Harvey Campbell, Tourist Development Council Subject: Appointment to Tourist Development Council board

At the monthly Columbia County Tourist Development Council (TDC) meeting on Wednesday, July 16, 2008, the TDC board voted to recommend to the Board of County Commissioners the appointment of Holiday Inn Hotel & Suites owner Mahendra Patel to serve out the unexpired term of James Montgomery on the board.

Mr. Montgomery, the former general manager of the Lake City Holiday Inn property, moved to Fort Lauderdale after having been appointed to the TDC board earlier in the year.

Mr. Patel's term will run from the time he is approved by the Board of County Commissioners through Dec. 30, 2010. His mailing address is: Mahendra Patel, 162 NW Birdie Place, Lake City, FL 32055.

If you have any additional questions, please call me at 623-7368. Thanks in advance for your assistance in this matter.

Xc: Mahendra Patel TDC board agenda packets

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - County-wide



Subgrant Recipient

Organization Name:Columbia County Board of CommissionersCounty:Columbia

Chief Official

Name:	Dewey Weaver		
Title:	Chairman		
Address:	Post Office Draw	er 1529	
City:	Lake City		
State:	FL	Zip:	32056-1529
Phone:	386-755-4100	Ext:	
Fax:	386-758-1094		
Suncom:			
Email:	pmilligan@colum	biasherif	f.com

Chief Financial Officer

Name:	Dewitt Cason		
Title:	Clerk of Court		
Address:	4917 US 90 East		
City:	Lake City		
State:	FL	Zip:	32055
Phone:	386-758-1041	Ext:	
Fax:	386-758-1094		
Suncom:			
Email:	pmilligan@columb	iasherif	f.com

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Implementing Agency

Organization Name:Columbia County Sheriff's OfficeCounty:Columbia

Chief Official

Name:	Bill Gootee		
Title:	Sheriff		
Address:	4917 US Highway 90 East		
City:	Lake City		
State:	FL	Zip:	32055
Phone:	386-752-9212	Ext:	
Fax:	386-754-7001		
Suncom:			
Email:	pmilligan@columbiasheriff.com		

Project Director

4917 US Highway 90 East		
2055		
pmilligan@columbiasheriff.com		

Application for Funding Assistance

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General Project Information

Project Title:	MULTI-JURISDIC	FIONAL TASH	K FORCE #12
Subgrant Recipient:	Columbia County Board of Commissioners		
Implementing Agency:	Columbia County Sheriff's Office		
Project Start Date:	10/1/2008	End Date:	9/30/2009

Problem Identification

Problem Identification

Drug use in Columbia County is a continuing problem primarily because of two inter-states that run through the county. There is I-75 north and south and I-10 east and west, crossing each other within Columbia County's borders. In addition hwy 441 and hwy 90, also contribute significant traffic. Because Columbia County is just south of the state border, it and the County Seat, Lake City, have been called the Gateway to Florida.

Drugs are being transported into Florida by these same roadways giving drug dealers free access to meet in Columbia County to make drug transactions and be able to travel on an interstate or highway in any direction. There is a high flow of illegal drugs coming to Columbia County and an increasing number of drug dealers have been identified around motels near I-75.

Despite two major interstates going through it, there are still vast rural areas in Columbia County that make it a prime location for Meth-amphetamine dealers who target these secluded areas to set up their labs and a significant increase of such activity has been observed in the last several years. While dealing with the problems of methamphetamine, cocaine and marijuana, there also appears to have been growth in the use of other dangerous drugs such as Oxycontin and Ecstasy.

In addition to the major highways bisecting the county, which help to bring drugs into the area, there has been a continued increase in population resulting growth in the demand for illegal substances.

Columbia County continues to fight drugs on all levels with designated teams to fight drug problems at their sources. There is one team that works the interstates to deal with drugs coming into and leaving the area. The Multi-Jurisdictional Task Force works to fight against the drug dealers on all fronts, managing both short and long term drug investigations of all types.

Project Summary

Project Summary

The Columbia County Multi-Jurisdictional Task Force consist of (1)Lieutenant, (1) Sergeant and two deputy sheriffs. This organizational structure allows for a command level officer to interact with other local, state and federal agencies involved in this effort. It also provides for an on scene supervisor to ensure the adherence to proper

Application Ref # 2009-JAGC-940 Contract JAGC COLU-

Section #2 Page 1 of 3

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

investigative procedure.

Multi-Jurisdictional Task Force works with other local state and federal agencies to maximize the use of available resources in reference to combat the sale manufacture and transportation of illegal drug into and through the community. Direct lines of communication, as well as regularly scheduled strategy meetings have been established between all agencies to further ensure that our common goals and objectives are met. In addition regular meetings are held with the state attorney's, third judicial circuit are held to ensure proper case preparation and successful prosecution of the Multi-Jurisdictional Task Force's work product.

Drug violations on all levels will be targeted from the street level dealer to the complex drug organizations. While the primary duties of the Multi-Jurisdictional Task Force will be long term drug investigations they will also be instrumental in instructing patrol officers in effective counter drug patrolling techniques. As a result of this training task force officers will be on call to respond to a patrol officer as a need would arise.

Area criminal justice agencies to include: Parole and Probation, Juvenile Justice and the Department of Children and Families will be educated on the configuration of Meth-Labs and any identification of other related drug paraphernalia. This training is going to be provided to ensure that these agencies are provided the toolbox needed to identify hazardous environments. This knowledge will assist with officer safety issues and develop a source of intelligence development.

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section Questions:			
Question:	Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?		
Answer:	No		
Question:	Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?		
Answer:	No		

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General P	erformance l	nfo:	
Performan	ce Reporting F	requency: Qua	rterly
Federal Pu	rpose Area:	001 - Law Enforcer	nent Programs
State Purp	ose Area:	002 - Multi-jurisdictio	nal Task Force
	· · · ·	Activity	Description
Activity:	Mariji	uana Eradication	
Target Gr	oup: Drug	Offenders	
Geograph	i c Area: Coun	ty-Wide	
Location	Type: Coun	ty-Wide	
		Activity	Description
Activity:	Law E	Enforcement	
Target Gr	oup: Drug	Offenders	
-	ic Area: Coun		
Location		ty-Wide	
		-	
	•	Objectives	and Measures
Objective:	002.01 - Arres	st a specified number	r of offenders for the commission of drug offenses.
Measure:	Part 1		
	How many off	enders will be arrest	ed for drug offenses?
Goal:	54		
Objective:	002.02 - Seize	e a specified number	of grams of powdered or crack cocaine.
Measure:	Part 1		
	How many gra	ams of powder or cra	ck cocaine will be seized?
Goal:	150		
Objective:		a specified number hrough eradication o	of pounds of marijuana, excluding marijuana perations.
Measure:	Part 1		
		unds of marijuana, ex erations, will be seize	xcluding marijuana plants seized through ed?
Application	Ref # _ 20091/	AGC-940	Section #3 Page 1 of 5
		COLU-	
U 1		A REAL PROPERTY AND A REAL	

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Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Goal:	7	
Objective	 002.04 - Seize a specified number of grams of dangerous drugs, LSD, PCP, barbiturates, amphetamines, etc. 	
Measure:	Part 1	
Goal:	How many grams of dangerous drugs will be seized? 4	
Objective:	002.05 - Arrest a specified number of offenders for cultivation and/or manufacturing of marijuana during the grant period.	
Measure:	Part 1 How many offenders will be arrested for cultivation and/or manufacturing of	
Goal:	marijuana? 4	
Objective:	002.06 - Destroy a specified number of marijuana plants.	
Measure:	Part 1 How many marijuana plants will be destroyed?	
Goal:	160	
Objective:	002.07 - Conduct a specified number of drug related investigations.	
Measure:	Part 1 How many drug related investigations will be conducted?	
Goal:	60	
Objective:	002.08 - Issue a specified number of methamphetamine related search warrants.	
Aeasure:	Part 1 How many methamphetamine related search warrants will be issued?	
Goal:	1	
)bjective:	002.09 - Seize a specified number of grams of methamphetamine.	
	Part 1	
	How many grams of methamphetamine will be seized? 5	
leasure:	Part 2	
Application F	Ref # 2009-JAGC-940 Section #3 Page 2 of 5	

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

	What is the estimated street value (in currency) of methamphetamine that will be seized?			
Goal:	450.00			
	002.10 Caine a specified surplus of crame of mothemphotomics producers			
Objective:	: 002.10 - Seize a specified number of grams of methamphetamine precursors.			
Measure:	Part 1			
	How many grams of methamphetamine precursors will be seized?			
Goal:	10			
Objective:	002.11 - Purchase a specified number of grams of methamphetamine during undercover investigations and identify the street value in currency.			
Measure:	Part 1			
	How many grams of methamphetamine will be purchased during undercover investigations?			
Goal:	5			
Measure:	Part 2			
	What is the estimated street value (in currency) of methamphetamine that will be purchased during undercover investigations?			
Goal:	450.00			
Objective:	002.18 - Conduct a specified number of clandestine laboratory investigations.			
Measure:	Part 1			
Goal:	How many clandestine laboratory investigations will be conducted? 2			
50al.	2			
	: 002.19 - Arrest a specified number of offenders for manufacture or conspiracy to manufacture a controlled substance.			
	Part 1			
	How many offenders will be arrested for manufacture or conspiracy to manufacture controlled substance?			
Goal:	7			
Objective:	002.20 - Seize a specified number of clandestine laboratories.			
leasure:	Part 1			
	How many clandestine laboratories will be seized?			
Application F	Ref # 2009-JAGC-940 Section #3 Page 3 of 5			
C	tract JAGC-COLU-			

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Goal:	2		
Measure:	Part 2		
	How many meth lab seizures will involve minors?		
Goal:	1		
Objective: 002.21 - Discover a specified number of meth dump sites.			
Measure:	Part 1		
	How many meth dump sites will be discovered?		
Goal:	2		

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Section Q	uestions:
Question:	If "other" was selected for the geographic area, please describe.
Answer:	County Wide

Question: If "other" was selected for location type, please describe.

Answer: County Wide

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

General Financial Info:

Note: Nil Reancial remutances will be sent to the Cluef Figureul (officer) of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant:MonthlyIs the subgrantee a state agency?:No

FLAIR / Vendor Number: 596000564

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$24,581.00	\$0.00	\$24,581.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Totals	\$24,581.00	\$0.00	\$24,581.00
Percentage	100.0	0.0	100.0
Project Generated Incom	9:		

Will the project earn project generated income (PGI) ? No

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Budget Narrative:

Lt. David Wingate salary: \$24,581.00

The Columbia County Sheriff's Office will cover the balance of the task force Lt.s salary that is not funded by the grant as well as his benefits and insurance.

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section Q	uestions:
Question:	Indicate the Operating Capital Outlay threshold established by the subgrantee.
Answer:	1000.00
Question:	If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
Answer:	No
Question:	If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.
Answer:	None
Question:	If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
Answer:	None

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Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

forth in this agreement, ha	nrties affirm they each have read and agree to the conditions set ive read and understand the agreement in its entirety and have by their duty authorized officers on the date, month and year set
Correc	ctions on this page, including Strikeovers, whiteout, etc. are not acceptable.
	State of Florida Department of Law Enforcement Office of Criminal Justice Grants
Signature:	
Typed Name and Title:	
Date:	
	Subgrant Recipient thorizing Official of Governmental Unit Chairman, Mayor, or Designated Representative)
Typed Name of Subgrant R	Recipient:
Signature:	
Typed Name and Title:	
Date:	
Official, <i>i</i>	Implementing Agency Administrator or Designated Representative
Typed Name of Implementin	ng Agency:
Signature:	
Signature:	

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

forth in this a	hereof, the parties affirm they each have read and agree to the conditions set agreement, have read and understand the agreement in its entirety and have s agreement by their duty authorized officers on the date, month and year set
	Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.
	State of Florida Department of Law Enforcement Office of Criminal Justice Grants
Signature:	
Typed Name	and Title:
Date:	
(4	Subgrant Recipient Authorizing Official of Governmental Unit Commission Chairman, Mayor, or Designated Representative)
Typed Name	of Subgrant Recipient:
Signature: _	
Typed Name	and Title:
Date:	
	Implementing Agency Official, Administrator or Designated Representative
Typed Name	of Implementing Agency:
Signature:	
Signature:	

Florida Department of Law Enforcement Justice Assistance Grant - County-wide

Insert Certifications and Authorizations here.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an ufficer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant of cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities", in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered fransactions, as defined at 28 CFR Part 67, Section 67,510 -

A. The applicant certifies that it and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal banefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or ogency; (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, altempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in ihis certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 57, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drugfree workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee essistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),	
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-	
(1) Abide by the terms of the statement; and	
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;	Check here If there are workplaces on file that are not identified here. Section 67 630 of the regulations provides that a grantee that is a
 (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted. 	Section of 650 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Check here If the State has elected to complete OJP Form 4061/7.
(1) Taking appropriate personnel action against such an employee, up to and	DRUG-FREE WORKPLACE
including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	(GRANTEES WHO ARE INDIVIDUALS)
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;	As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).	A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:	B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:
Place of Performance (Street address, city, county, state, zip code)	Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.
As the duly authorized representative of the applicant, I hereby certify certifications.	/ that the applicant will comply with the above
1. Grantee Name and Address:	
2. Project Name:	
3. Fyped Name and Title of Authorized Representative:	
4. Signature:	5. Date:

SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient:

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official:

Typed Title:

Signature:

Telephone Number ()

Date:

- 1. Briefly describe the proposed contractual services and/or equipment and how it relates to your program.
- 2. Explain your reasons for proposing to contract with, or purchase from, a non-competitive sole source. Address the expertise of the contractor, management, responsiveness, program knowledge and experience of contract personnel. Also provide the results of a market survey to determine competition availability or address why a market survey was not conducted.
- 3. Indicate the contract period and explain the potential impact on contract deliverables if due dates are not met. Relate this information to the approval period for your grant award. Estimate the time and cost to hire a competent replacement should the current contractor default.
- 4. Describe what is unique about the project and the proposed sole source contractor that would warrant a sole source contract.
- 5. Explain any other points you believe should be covered to support your request for a sole source contract.
- 6. Make a declaration that the action to be taken is in the "best interest" of the subgrant recipient and the implementing agency.

NOTE:

- If sole source procurement of contractual services and/or equipment is \$100,000 or more, justification for sole source procurement must be submitted to the Department of Law Enforcement for approval.
- <u>All</u> the foregoing components <u>must</u> be addressed. Start on the next page and use continuation pages as necessary.
- If the sole source procurement is less than \$100,000, the applicant should complete this form and maintain it in the program files available for monitoring and for audit.

SOLE SOURCE JUSTIFICATION FOR SERVICES AND EQUIPMENT REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

(Continuation Page _____.)

FDLE JAG Grant Application Package

AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

Name of Subgrant Recipient:

Authorized Official for Subgrant Recipient or Implementing Agency

Typed Name of Authorized Official:

Typed Title:

Signature:

Telephone Number: (

Date:

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees:

)

- 1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
- 2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
- 3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.

FDLE JAG Grant Application Package

Rule Reference 11D-9 006

AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program

Section II: Required Information:

- 1. A description of the ADP hardware and/or software you plan to purchase, including: a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows© 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
- 2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
- 3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
- 4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
- 5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a <u>Sole Source Justification Form</u> and attach it.

Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Automated Data Processing (ADP) Equipment and Software And Criminal Justice Information and Communication Systems Request for Approval Form

(Continuation Page _____.)

FDLE JAG Grant Application Package

CERTIFICATION FORM

Recipient Name and Address:		
Grant Title:	Grant Number:	Award Amount:
Contact Person Name and Title:	Phone Phone	e Number: ()
Federal regulations require recipients of financial Office of Community Oriented Policing Servicess Employment Opportunity Plan (EEOP) in accord the EEOP requirements. Other recipients, accord do not need to submit the EEOP to OJP for revier complete Section A below. Recipients that claim below. A recipient should complete either Sect please complete a form for each grant, ensuring th prepared within two years of the latest grant. Ple U.S. Department of Justice, 810 7 th Street, N.W., 0690 or TTY (202) 307-2027.	(COPS) to prepare, maintain on file, submit t ance with 28 C.F.R §§ 42.301308. The regu- ling to the regulations, must prepare, maintain w. Recipients that claim a complete exemption the limited exemption from the submission re- ion A or Section B, not both. If a recipient that any EEOP recipient certifies as completed ase send the completed form(s) to the Office for Washington, D.C. 20531. For assistance in c	o OJP for review, and implement an Equal ulations exempt some recipients from all of on file and implement an EEOP, but they in from the EEOP requirement must equirement, must complete Section B receives multiple OJP or COPS grants, and on file (if applicable) has been for Civil Rights, Office of Justice Programs, ompleting this form, please call (202)307-
Section A- Declaration Claiming Comple	ete Exemption from the EEOP Require	ement. Please check all the boxes that
 Recipient has less than 50 empl Recipient is a non-profit organi Recipient is a medical institution 	zation, 🔲 Recipient is an educational	institution, or
I, prepare an EEOP for the reason(s) checked a	bove, pursuant to 28 C.F.R §42.302. I fu	[recipient] is not required to
laws that prohibit discrimination in employm		pry with applicable rederater of this
Print or type Name and Title	Signature	Date
Section B- Declaration Claiming Exempt EEOP Is on File for Review. If a recipient agency has 50 or more employees an then the recipient agency does not have to submit	d is receiving a single award or subaward for	\$25.000 or more, but less than \$500,000.
I,		
EEOP in accordance with 28 CFR §42.301, e signed into effect within the past two years by the office of:	t seq., subpart E. I further certify that the the proper authority and that it is available	EEOP has been formulated and
at employees or for review or audit by officials of fustice Programs, U. S. Department of Justice	of the relevant state planning agency or the	
Print or type Name and Title	Signature	Date

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

1.64

July 16, 2008

Later School and Call

Mr. Clayton H. Wilder Administrator Office of Criminal Justice Grants Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida Rule 11D-9, F.A.C., the County approves the distribution of \$ 35,116.00 of Federal Fiscal Year 2008 Edward Byrne Memorial JAG Program funds for the following projects within Columbia County:

Columbia County Board Of County Commissioners Multi-Jurisdictional Task Force \$35,116.00

Sincerely,

Dewey Weaver Chairman of the Board Columbia County Board of County Commissioners

> 90ARD MEETS FIRST THURSDAY AT 7 00 P M AND THIRD THURSDAY AT 7 00 P M.

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.

2. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or CMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

- a. Project Performance Reports JAG Countywide Only
 - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

- (1) Project Expenditure Reports
 - (a) The JAG Countywide subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
 - (b) The **JAG Direct** subgrant recipient shall submit one Project Expenditure Report for the entire subgrant period.
 - (c) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ).
 - (d) All Project Expenditure Reports shall be submitted in sufficient detail for proper preaudit and post-audit.
 - (e) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - (f) Reports are to be submitted even when no reimbursement is being requested.
- (2) The Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination period.
- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 10, Program Income.)
- c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to OJP Financial Guide (as amended), U.S. Department of Justice Common Rule for State and Local Governments, and federal Office of Management and Budget's (OMB) Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

7. Advance Funding

- a. JAG Countywide Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP Financial Guide, and the U.S. Department of Justice Common Rule for State and Local Governments. Advance funding shall be provided to a subgrant recipient upon a written request to the Department. This request, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.
- b. JAG Direct The Department shall award program funds to the recipient in a single, lump sum payment.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date.

9. Travel and Training

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- c. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- d. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

10. Program Income (also known as Project Generated Income)

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [*contact OCJG for award number*] awarded by the Bureau of Justice Statistics, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

a. Subgrant recipients that expend \$500.000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in

accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.

- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tailahassee, Florida 32308

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and reobligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;

- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to ccoperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency. When tingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law

enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office. program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The purpose of the federal regulation published in 28 CFR Part 23 Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be

submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e). Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, <u>Disclosure of Lobbying Activities</u>, according to its instructions.
- (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

41. "Pay - to - Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-tostay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants,

users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste form a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure if of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

Florida Department of Law Enforcement

43. Limited English Proficiency

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov, or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

Office for Civil Rights Office of Justice Programs U.S. Department of Justice 810 Seventh Street NW, Eighth Floor Washington, DC 20531

44. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the

Florida Department of Law Enforcement

Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Department of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

49. Omnibus Crime Control and Safe Streets Act

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Public Safety Officers' Health Benefits Provision

The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by Section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while employed by the jurisdiction. If the recipient demonstrates noncompliance during the life of the grant, 10 percent of the award amount must be returned to the grantor.

51. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

52. National Information Exchange Model specifications

To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <u>https://gov.clem.gov</u>

53. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.

54. Privacy Certification

The Subgrant recipient agrees to comply with the confidentiality requirements that are applicable to collection, use, and revelation of data or information and that are in accordance with requirements of Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. Part 22 and, in particular, section 22.23, Privacy Certification).

Florida Department of Law Enforcement

If an award is made for a project which has a research or statistical component under which information identifiable to a private person will be collected, the subgrant recipient agrees to:

- 1. Project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, name-stripping, coding of data, or other similar procedures.
- 2. Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
- 3. A log will be maintained indicating that identifiable data have been transmitted to persons other than BJA, OJJDP, BJS, NIJ, or OJP or grantee/contractor staff or subcontractors, that such data have been returned, or that alternative arrangements have been agreed upon for future maintenance of such data.
- 4. A description of the project containing assurance by the applicant that:

(1) Data identifiable to a private person will not be used or revealed.

(2) Access to data will be limited to those employees having a need and that such persons shall be advised of and agree in writing to comply with these regulations.

(3) All subcontracts which require access to identifiable data will contain conditions meeting the requirements.

- 5. Any private persons from whom identifiable data are collected or obtained, either orally or by means of written questionnaire, shall be advised that the data will only be used or revealed for research or statistical purposes and that compliance with requests for information is not mandatory. Where the notification requirement is to be waived, a justification must be included in the Privacy Certificate.
 - 6. Describe the precautions that will be taken to insure administrative and physical security of identifiable data.

55. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to other conducted provide the solution.

66. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

57. Supplanting

The recipient agrees that lederal funds under this award will be used to supplement but not supplant state or local funds.



COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 7/10/08 Permit No	County Road CR252B Section No.	
Permittee Comcast Cable		
Address 5934 Richard Rd, Jacksonville, FL 32216	Telephone Number 904-	380-6420
Requesting permission from Columbia County, Flor Maintain Proposed CATV facilities at SW Zebra Te Terr	rr. (120), 451` underground, Node LC024/8	
FROM:	TO:	
Submitted for the Utility Owner by: -Billie Lentes/A		7/10/08
Typed Name & T	Title Signature	Date
 Permittee declares that prior to filing this application and underground and the accurate locations are show Proposed work is within corporate limits of Municip. FORT WHITE (). A letter of notification was main owners Bell South, FPL	vn on the plans attached hereto and made a p ality: YES () NO (). If YES: LAKE CITY iled on 7/10/08ta	oart of this application. o the following utility
2. The Columbia County Public Works Director shal	l be notified twenty-four (24) hours prior to blic Works Director is Y Kentin K	starting work and
gain immediately upon completion of work. The Pul ocated at (107, 140 Guinten St., Lake L	ity Fl Telephone Number	r 381 - 219-251

3. This PERMITTEE shall commence actual construction in good faith within _30_ days after issuance of permit, and shall be completed within 90__ 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

appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or * Notification to Ken Sweet, (33%) 623.6414, Must be muche prior to starting work.

Utilities Permit Page Two Revised: 8/17/00

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 b 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 ofthe 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.

11. Special instructions: Minimum cover ofthirty 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 understand and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Place Corporate Seal

Signature and Title

Attested

Utilities Permit Page three Revised: 8/17/00

Recommen	nded for Approval:	
Signature:	Half	
Title:	PUBLIC DORKS DIRECTOR	
Date:	01/22/08	

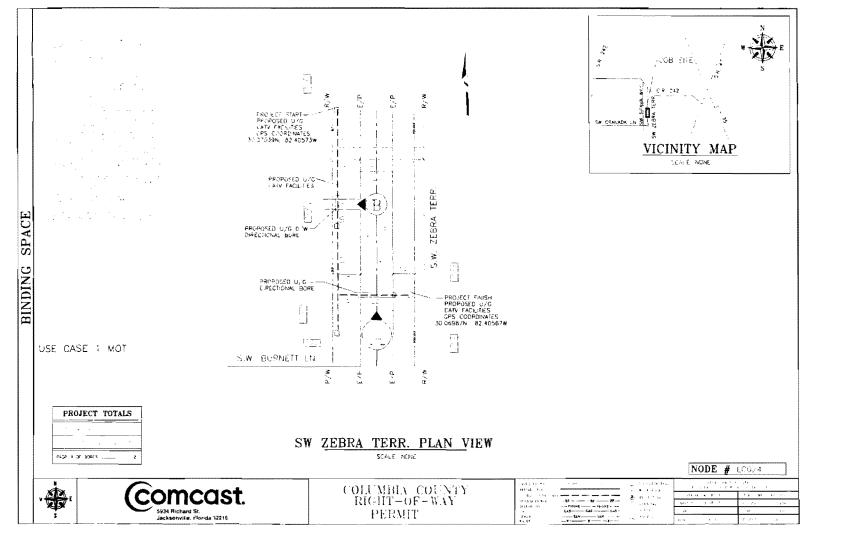
Approval by Board of County Commissioners, Columbia County, Florida:

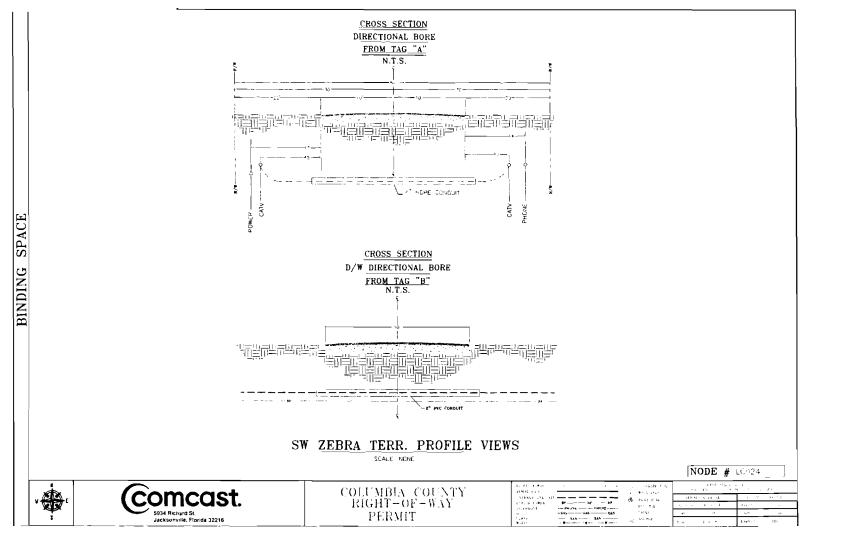
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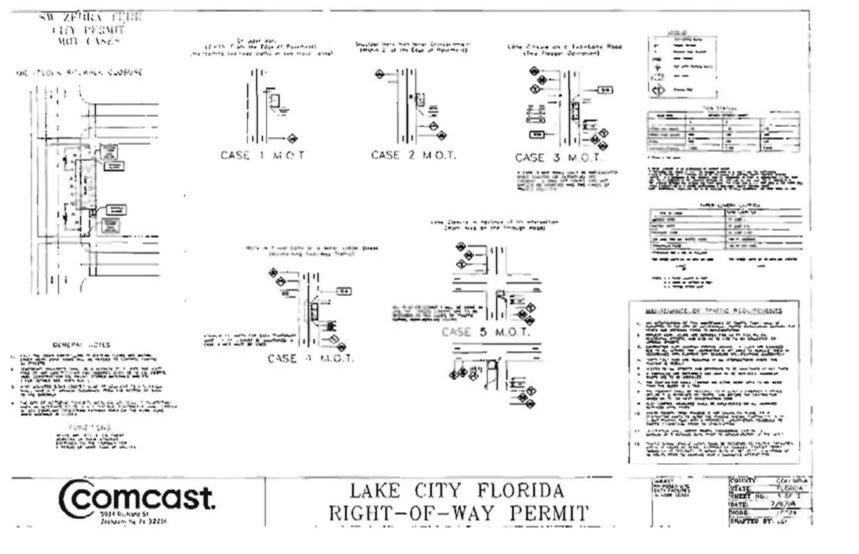
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Date Approved: _____

Chairman's Signature: _____









COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 7/16/08	Permit No.	County Road S	W Etheridge Glen Section	1 No
Permittee Comca	st Cable_			
Address 5934 Ric	chard Rd, Jacksonville, FL	32216	_ Felephone Number 904	-380-6420
Maintain Propose	ission from Columbia Cou d CATV facilities at SW 1	Etheridge Glen (1086), 384	l'aerial, Node LC019/P	
FROM:		TO:		
Submitted for the	Utility Owner by: -Billie	Lentes/Agent for Comcast		7/16/08
	Typed N	Name & Title	Signature	Date
and underground a Proposed work is () FORT WHITE	res that prior to filing this and the accurate locations within corporate limits of (). A letter of notification , FPL	are shown on the plans att Municipality: YES () NO was mailed on 7/10/08	ached hereto and made a (). If YES: LAKE CITY	part of this application. (to the following utility
again immediately	County Public Works Dire upon completion of work	. The Public Works Direct	oris Kevin Kir	o starting work and - hy (+) ber(<u>-3%) 7/9 - 75%, 5</u>

3. This PERMITTEE shall commence actual construction in good faith within _30_days after issuance of permit, and shall be completed within 90__ 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.

I

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

De NotiFication to Ken Sucet, 336/623-6414, must be nade prior to stanting work.

Utilities Permit Page Two Revised: 8/17/00

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 b 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 ofthe 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 ofthirty 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 understand and agreed that commencement by the PERMITTEE is acknowledgment and acceptance of the binding nature of these specialist instructions.

Submitted By: Billie Lentes/Agent for Comcast _____ Permittee Place Corporate Seal

Signature and Title ١

Attested

Utilities Permit Page three Revised: 8/17/00

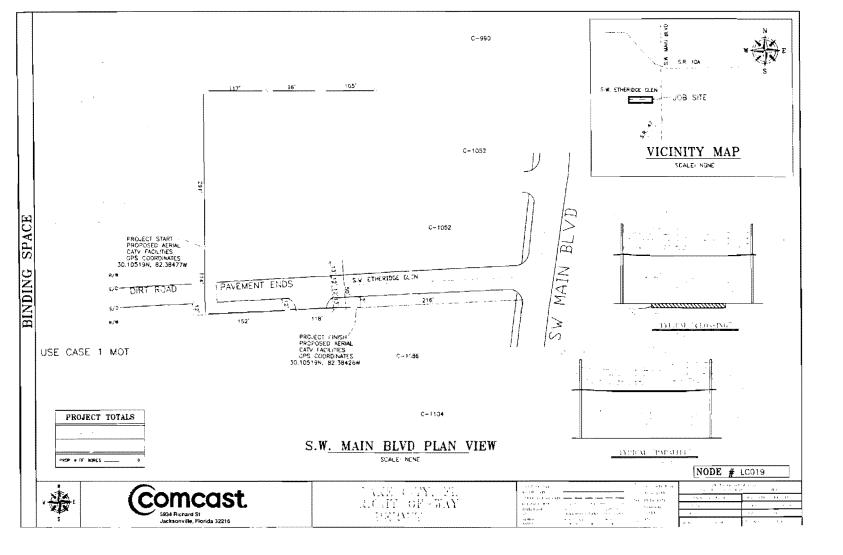
Recommend	ded for Approval:	
Signature:	_ the 14	
Title:	Public wesks Director	
Date:	OTTER/08	

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

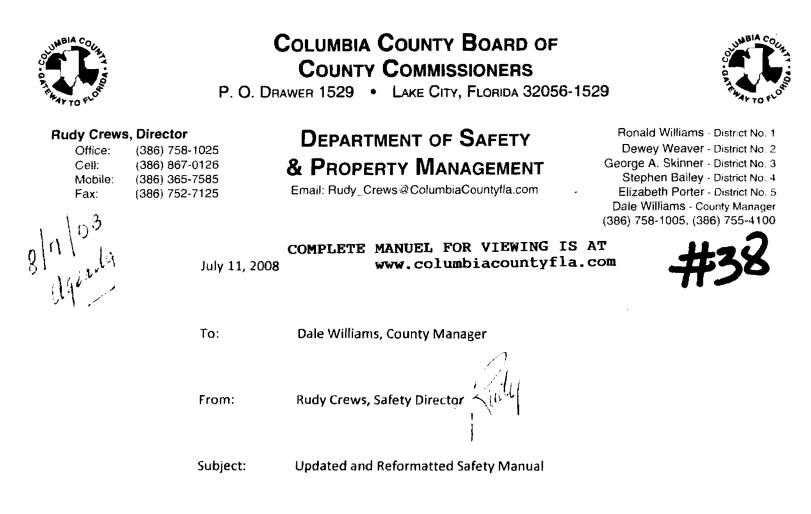
YES() NO()

Date Approved: _____

Chairman's Signature: _____



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EMPLOYEE COMMENTS:	5:50 3/22
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PHYSICIAN COMMENTS:	
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DEPARTMENT HEAD COMMENTS:	DISAPPROVED
DEPARTMENT HEAD COMMENTS:	



Please have the attached Safety Manual placed on the Board Agenda for approval by the Board of County Commissioners. The commissioners have reviewed this manual.

The biggest change in this manual is Section VII-8 on the Fire Department. Most of the other corrections were in formatting, spelling and grammar.

A red-line copy of the changes has been included for your reference.