

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529**

CONSENT AGENDA

MARCH 3, 2011

7:00 P.M.

-
- (1) External Budget Amendment - Sheriff's Office - #7 - BA # 10-11 - Subsistence and Medical Cost Reimbursement - Booking Fees Generated at the Detention Facility - January 2011 - \$2,513.40**
 - (2) External Budget Amendment - Board of County Commissioners - BA # 10-11 - Inside Entry - Glass Store Front Panels With Card Reader Module - \$8,731.18**
 - (3) Columbia County Emergency Medical Services - Refund Request - Aetna - \$58.10**
 - (4) Columbia County Emergency Medical Services - Refund Request - Tricare South Region - \$97.30**
 - (5) Clerk of Court - Warrant Approval - January 2011 - Claims Fund 109036-109403 - Payroll 114868-115077 - Commissioner DePratter**
 - (6) Chamber of Commerce - Annual Dinner Invoice - \$750.00**
 - (7) Utility Permit - AT&T SE Florida - NW Staten Harris Court**
 - (8) Building and Zoning - Special Family Lot Permit Applications - (a) James M. Brown IV - James M. Brown III, Property Owner - (b) Kathleen Harden - Brenda Strickland, Property Owner - (c) Roy L. Harden - Brenda Strickland, Property Owner**

- (9) Maintenance Department - Declaration and Removal of Junk Property - (see attached lists)**
- (10) Reappointment - Board of Adjustment/Planning and Zoning Board Member - Robert Jordan - Term will expire March 1, 2014**
- (11) Appointment - WellFlorida Board Representative, Linda Jones, Moving Out of State - Request the Appointment of Jack Berry - WellFlorida Board Member**
- (12) Bid Award - Pipe, Pipe Fittings and Fire Hydrants - Bid No. 2011-E - Consolidated Pipe & Supply, Group A Pipe 14,519.40 - Consolidated Pipe & Supply, Group B Pipe Fittings 13,614.60 - Lanier Municipal Supply, Group C Fire Hydrants \$5,748.00**
- (13) Qualifications from Landfill Engineering Firms - Ranking Top Firm - Darabi and Associates - Request Board Approval to Negotiate Contract**
- (14) Bid Award - Roadside Mowing and Litter Removal - Bid No. 2011-A - Boone Improvements - \$255,513.22**
- (15) Bid Award - Fiscal Year 2009 CDBG Program - DCA Contract No. 11DB-L4-03-22-01-H2O - Title Services Firm - Osceola Land Title, Inc. - \$3,590.00**
- (16) Bid Award - Fiscal Year 2009 CDBG Program - DCA Contract No. 11DB-L4-03-22-01-H2O - Lead Based Paint Inspection Services - Associated Consulting Professionals, Inc. - \$4,720.00**
- (17) Maintenance Department - Request Approval - Replace Entire Roof on the Old Watertown School Building - \$35,000.00 estimated roof repair - Request to Seek Bids**
- (18) Senior Staff Assistant - Request Approval - Contract for Sale and Purchase of Utility Easement - Carpenter Properties, LLC (Kirby Oil) - \$6,000.00**

- (19) Emergency Management - State of Florida, Division of Emergency Management/Columbia County Board of County Commissioners - 2010-2013 Homeland Security Grant - \$49,798.00**
- (20) Emergency Management - State of Florida, Division of Emergency Management/Columbia County Board of County Commissioners - Residential Construction Mitigation Program Grant(RCMP) - \$45,200.00**
- (21) 9-1-1 Department - Requesting Approval - Columbia County Combined Communications Center Standard Operating Procedures**
- (22) Resolution - Encouraging the Creation of a Zone Of Discharge within the Boundaries of the County's Solid Waste Landfill**
- (23) Property Appraiser - Board of County Commissioners Permission to Transfer Vehicle to the Non-Ad Valorem Assessment Verification Office (Bob Bostic) is Requested - Current Vehicle in this Department will be Placed in Pool**
- (24) Public Works - Request Permission to Enter Private Property - 128 NW Beaver Street - Carl and Debbie King, Property Owner - Drainage Corrections to Prevent Further Flood Damage Being Caused by Pre-existing Conditions**
- (25) Pre-Employment Physical Fee - Pre-Employment Physicals for \$50.00 per patient without urinalysis and \$60.00 per patient with urinalysis - Dr. Chandler V. Mohan, M.D.**
- (26) Minute Approval - Board of County Commissioners - Regular Meeting - January 20, 2011**
- (27) Minute Approval - Board of County Commissioners - Budget Workshop Meeting - February 15, 2011**
- (28) Minute Approval - Board of County Commissioners - Regular Meeting - February 3, 2011**



#1
RECEIVED
FEB 10 2011
Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.com

Board of County Commissioners
Columbia County

February 4, 2011

Honorable Jody Dupree, Chairman
Board of County Commissioners
P.O. Drawer 1529
Lake City, FL 32056

BA 10-11

001.369,9000 + \$2,513.40
501.2340.521.3052 + 2,513.40

Dear Mr. Dupree,

Attached you will find Budget Amendment #7 for fiscal year 2010-2011 in the amount of \$2,513.40 (checks attached) which represents payment of subsistence costs, medical cost reimbursements and booking fees generated at the Detention Facility for the period of January 2011. The prisoner subsistence costs were collected under Florida Statutes 951.033.

As approved by the Board, this will be placed in the appropriate line items to offset some Prisoner costs within the Detention Facility.

Your full consideration to this request will be greatly appreciated.

Sincerely,

Mark Hunter
Sheriff, Columbia County

cc: Dale Williams, County Coordinator
Accounting Department

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

18224

DATE Feb 1, 2011

83-64/831

PAY TO THE ORDER OF Columbia County Sheriff's Office \$ 1216 ⁸⁵
One Thousand Two Hundred Sixteen & 85/100 DOLLARS



Lake City, FL 32055

FOR Medical Cell Jan 2011

⑈018224⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

18223

DATE Feb. 1, 2011

83-64/831

PAY TO THE ORDER OF Board of County Commissioners \$ 1280 ⁴⁰
One Thousand Two Hundred Eighty Dollars & 40/100 DOLLARS



Lake City, FL 32055

FOR Subsistence Fee Cell Jan 2011

⑈018223⑈ ⑆063100646⑆ 1804006⑈

COLUMBIA COUNTY JAIL
INMATE TRUST FUND
389 NW QUINTEN ST., PH. 386-755-7000
LAKE CITY, FL 32055

18222

DATE Feb 1, 2011

83-64/831

PAY TO THE ORDER OF Board of County Commissioners \$ 16 ¹⁵
Sixteen Dollars & 15/100 DOLLARS



Lake City, FL 32055

FOR Booking Fee Cell Jan 2011

⑈018222⑈ ⑆063100646⑆ 1804006⑈

#2

EXTERNAL
BUDGET AMENDMENT
2010-2011

NUMBER: BA - 10-11

FUND: GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Contingency 001.8400.584.90.99	Contractual Services 001.1000.511.30.34	\$8,731.18

DESCRIPTION: Inside entry to Board of County Commissioners office. Placement of glass store front with one access door with card reader module and 3 lock release mechanism. Installation of stated access is to provide security.

REFERENCE:

REQUESTED BY:



Equipment & Labor Summary

COLUMBIA COUNTY
135 NE HERNANDO AVE
LAKE CITY, FL 32055
Annex - 2nd floor 1 door access
Proposal Generated: 2/17/2011

Tamara Bartmess
904-838-4885
9143 Philips Hwy, suite 590
Jacksonville, FL 32256
Tbartmess@stanleyworks.com

Qty	Description	Part Number	Unit Price	Total Price
	Dual Reader Interface Module (Series Two) 12/24 VDC, 2 Reader Interface, W/M, 8 Inputs, 6 (5A) Form C Relays , Rohs, Ce And UL294 Certified	LNL-1320	\$779.63	\$779.63
1	Rex Button (Securitron Pb2E)	SN-PB2E	\$57.89	\$57.89
1	Aiphone Door Relay	RY-PA	\$14.03	\$14.03
1	Aiphone Power Supply 12V 2.5A	PS-1225UL	\$101.68	\$101.68
	Battery Kit, Includes, 12 VDC, 12 Ah Battery (PS-12120)	ABT-12	\$92.81	\$92.81
	Adapter Plate To Mount Up To 4 Lnl-1300S In Any Ctx Enclosure, Maximum Two Per Lnl-			
1	Ctx Enclosure	LNL-CONV-4	\$30.94	\$30.94
4	3 Station Intercom With Lock Release	LEF-3L	\$212.13	\$848.51
1	MagLocks or Door Strikes: door strike		\$360.94	\$360.94
1	Wire / Plenum / Specialty: wire for access		\$309.38	\$309.38
	Wire / Plenum / Specialty: 3 Cond., 22AWG, Shielded Available in: 500' LEF 3 to LED	82220350C	\$142.31	\$142.31
1	Wire / Plenum / Specialty: 2 Cond., 22AWG, Shielded Available in: 500' & 1000' LEF3 to LEF 3	82220210C	\$193.88	\$193.88
1	ProxPoint: Gray: with Pigtail leads: beeper and LED (4.75-16VDC- cardreader	6005-BGB00	\$132.00	\$132.00
Equipment Total				\$3,063.99
Labor Total				\$2,598.75
Professional Services- locksmith				\$573.44
Total Price				

Labor & Additional Total \$3,172.19

Total Exceptions \$0.00

Actual Install Sale Price- Stanley \$6,236.18

* optional service plan available \$30 per mth

Lake City Glass, Inc

Proposed estimate cost for labor and materials for construction of wall
and installation of Door \$2,495.00

Total Combined installation cost between Stanley and Lake City Glass

... **\$8,731.18**

** Billing for project to remain separate between two companies


[Home](#) | [eBuy - quotes](#) | [GSA Advantage - online shopping](#) | [Help](#)

Search:

all the words

[Go](#)

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-07F-5835R	Socio-Economic :	Other than small business
Contractor:	STANLEY SECURITY SOLUTIONS, INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	6161 E 75TH ST INDIANAPOLIS, IN 46250-2701	Govt. Contracting Officer:	Joe L. Moore
Phone:	(317)849-2250	Phone:	817-850-5559
E-Mail:	EHUGHES@STANLEYWORKS.COM	E-Mail:	joe.moore@gsa.gov
Web Address:	http://www.stanleyworks.com		

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-5835R		May 31, 2015	246 35 1	
					246 35 2	
					246 35 3	
					246 35 4	
					246 35 5	
					246 35 6	
					246 36	
					246 42 1	
					246 42 2	
					246 42 3	
					246 50	

Additional Contracts held by this contractor. To view more details of a contract, click the Contract Number below.

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
65 II A	MEDICAL EQUIPMENT AND SUPPLIES	V797P-4913A		Apr 30, 2011	A-50H	

#3

COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES

P.O. BOX 2949

LAKE CITY FL, 32056

(386) 752-8787* FAX (386) 719-7498

To: Accounting Department

Fr: Vicky Simmons

Dt: February 2, 2011

Re: Refund Request-108577

Due to duplicate payments from AETNA and AARP an overpayment has occurred on the accountS below. Please issue a check in the amount of \$58.30 made payable to:

Aetna

P.O. Box 952366

St. Louis, MO 63195-2366

Patient	Date of Services	Amount
Hiers, Bessie 4858	11/19/2010	\$58.10

Thank you in advance for your cooperation.

#4

COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES

P.O. BOX 2949

LAKE CITY FL, 32056

(386) 752-8787* FAX (386) 719-7498

To: Accounting Department

Fr: Vicky Simmons

Dt: February 2, 2011

Re: Refund Request-105807

Due to Tricare processing the charges below as primary, despite the auto carrier's payment an overpayment has occurred on the account below. Please issue a check in the amount of \$97.30 made payable to:

Tricare South Region

P.O. Box 7032

Camden, SC 29020-7032

Patient

Barr, Felicia

CI# 1006M3788-00-00

Date of Services

08/09/2010

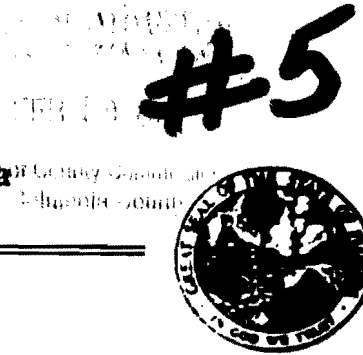
Amount

\$97.30

Thank you in advance for your cooperation.

P. DeWitt Cason

Clerk of Circuit Court - Columbia County, Florida



TO: BOARD OF COUNTY COMMISSIONERS
FROM: P. DEWITT CASON, CLERK TO THE BOARD
RE: WARRANT APPROVAL
MONTH: JANUARY 2011

ACCOUNT

CLAIMS FUND	<u>109036 - 109403</u>
PAYROLL	<u>114868 - 115077</u>

REVIEWED BY: COMMISSIONER DEPRATTER

#6 Invoice

Bill To	
STEPHEN BAILEY COLUMBIA CTY BOARD OF CTY. COMM P.O. BOX 1529 LAKE CITY, FL 32056	

Description	Amount
2 tables - Chamber Annual Dinner	750.00
Balance Due	
	\$750.00

#7

AT&T JOB #: 13E61077N

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

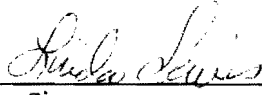
Date February 10, 2011 Permit No. _____ County Road _____ Section No. _____

Permittee AT&T SE Florida

Address 400 SW 2nd Avenue, Gainesville, FL 32601 Telephone Number (352) 371-5272

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: BORE ROAD AND BURY CABLE NW STATEN HARRIS CT 175' NORTH OF EOP TYRE GLEN IN FRONT OF 457 NW STATEN HARRIS CT

FROM: 1/10/2011 TO: 2/28/2011

Submitted for the Utility Owner by: <u>Linda Lewis, Assist Engineer,</u>		<u>2/10/2011</u>
Typed Name & Title	Signature	Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES () NO (X). If YES: LAKECITY () FORT WHITE (). A letter of notification was mailed on 2/10/2011 to the following utility owners: Clay Electric, Comcast

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at P.O. Box 969, Lake City, FL 32056 Telephone Number (386) 752-5955. The PERMITTEE's employee responsible for Maintenance of Traffic is Mike Brown, Telephone Number (352) 336-5508 (This name may be provided at the time of the 24 hour notice to starting work).

3. This PERMITTEE shall commence actual construction in good faith within 10 days after issuance of permit, and shall be completed within 30 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

Utilities Permit
Revised: 08-28-00

*Notification to Willie Moates, (386)867-4419
must be made prior to starting work.

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

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

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on the 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 n/a and n/a within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.


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

12. Additional Stipulations: _____

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

Submitted By: AT&T SE Florida
Permittee

Place Corporate Seal
Attested


Signature Hugh Mollby, Mgr OPS Planning & Design
Title

Recommended for Approval:

Signature: 

Title : DIRECTOR of Public Works

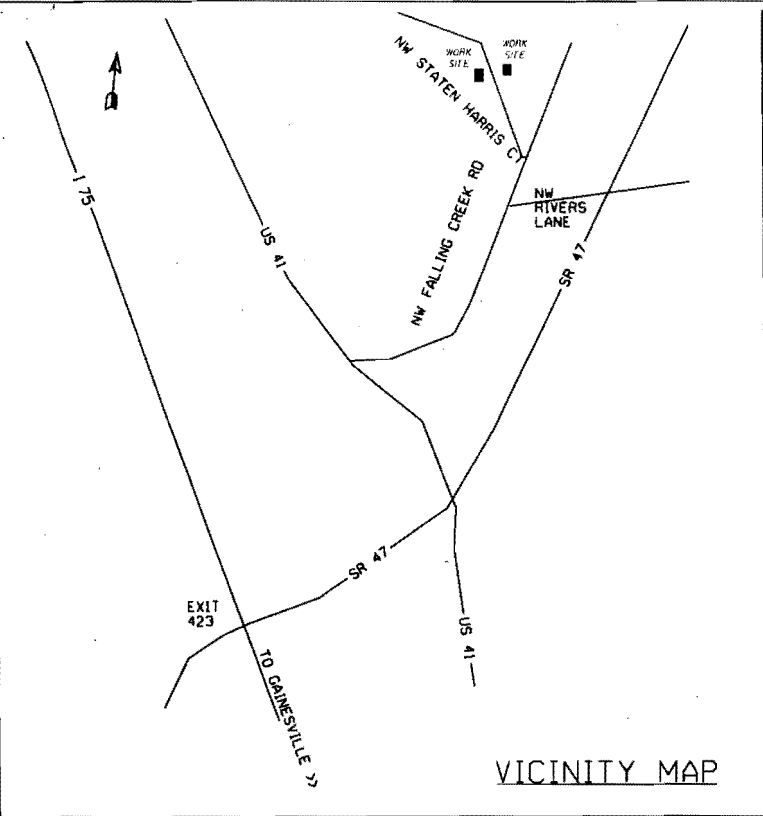
Date : 02-15-11

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____



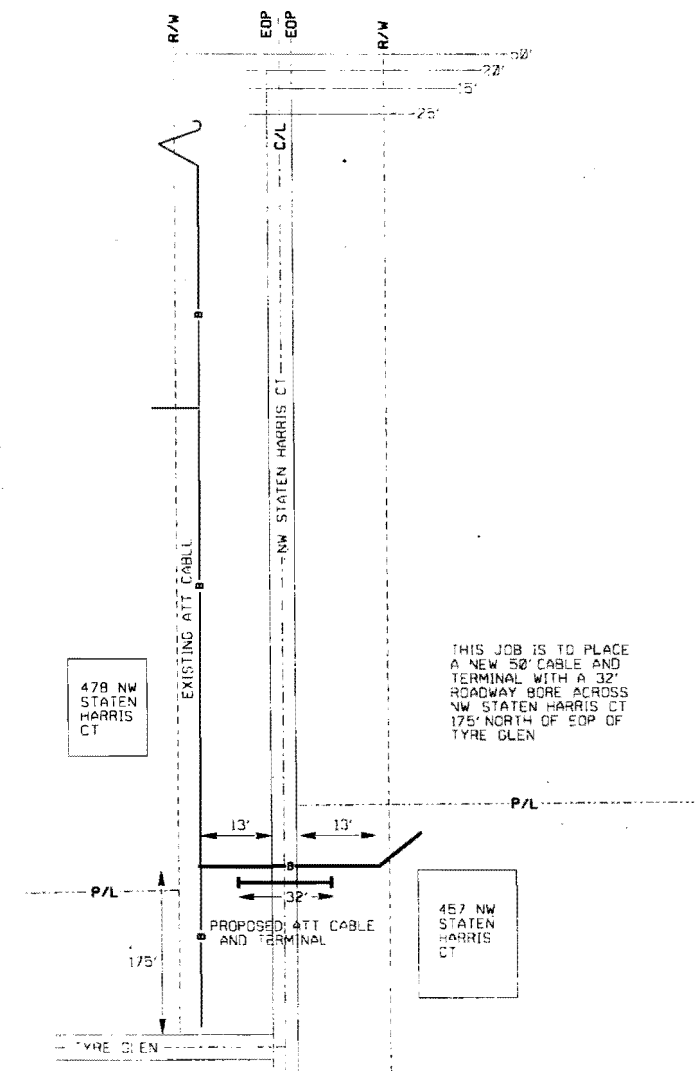
THIS AREA
SERVED BY
PRIVATE
WELL AND
SEPTIC

Caution
7.6kvolts to ground
---X--- aerial power
----- buried power

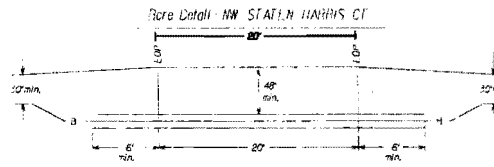
BEFORE
Placing Cable
or Digging, Call
1-800-432-4770



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
457 NW STATEN HARRIS	
Exchange:	386752
Designer:	BRETHOUWER, DUKE
Phone:	352-371-5294
Authorization:	13E61077N
Sheet:	1 of 2



THIS JOB IS TO PLACE
A NEW 50' CABLE AND
TERMINAL WITH A 32'
ROADWAY BORE ACROSS
NW STATEN HARRIS CT
175' NORTH OF EOP OF
TYRE GLEN



THIS AREA
SERVED BY
PRIVATE
WELL AND
SEPTIC

Caution
7.6kvolts to ground
...X... aerial power
.... buried power

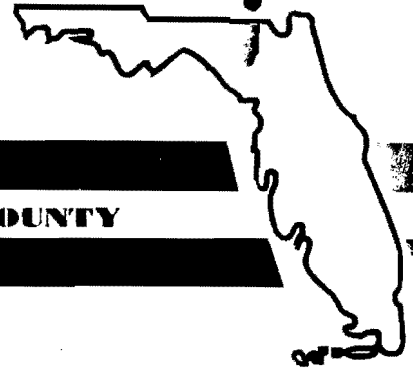
BEFORE
Placing Cable
or Digging, Call
1-800-432-4770



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
457 NW STATEN HARRIS	
Exchanges:	386752
Designer:	BRETHOUWER, DUKE
Phone:	352-371-5294
Authorization:	13E61077N
Dwg. 2 of 2	

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#8



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

Date: 23 February 2011
To: Lisa K.B. Roberts, Assistant County Manager
From: Brian L. Kepner, County Planner *BLK*
Re: Special Family Lot Permit Applications for Board of County
Commissioner Consent Agenda

Please find attached 3 requests for Special Family Lot Permits. Please place on the consent agenda for the 3 March 2011 Board of County Commissioner meeting. Thank you in advance for your time and consideration.

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

**MARCH 3, 2011
BOARD OF COUNTY COMMISSIONERS MEETING
BUILDING AND ZONING DEPARTMENT
SPECIAL FAMILY LOT PERMITS
CONSENT AGENDA**

FL11-01 – Immediate Family Member: James M. Brown IV

Parent Parcel Owner: James M. Brown III

Family Relationship: Son

Acreage Being Deeded: 1.01

Acreage Remaining: 112.12

Location of Property: See attachment “A”

FL11-02 – Immediate Family Member: Kathleen Harden

Parent Parcel Owner: Brenda Strickland

Family Relationship: Daughter

Acreage Being Deeded: 2.30

Acreage Remaining: 8.40

Location of Property: See attachment “B”

FL11-03 – Immediate Family Member: Roy L. Harden

Parent Parcel Owner: Brenda Strickland

Family Relationship: Son

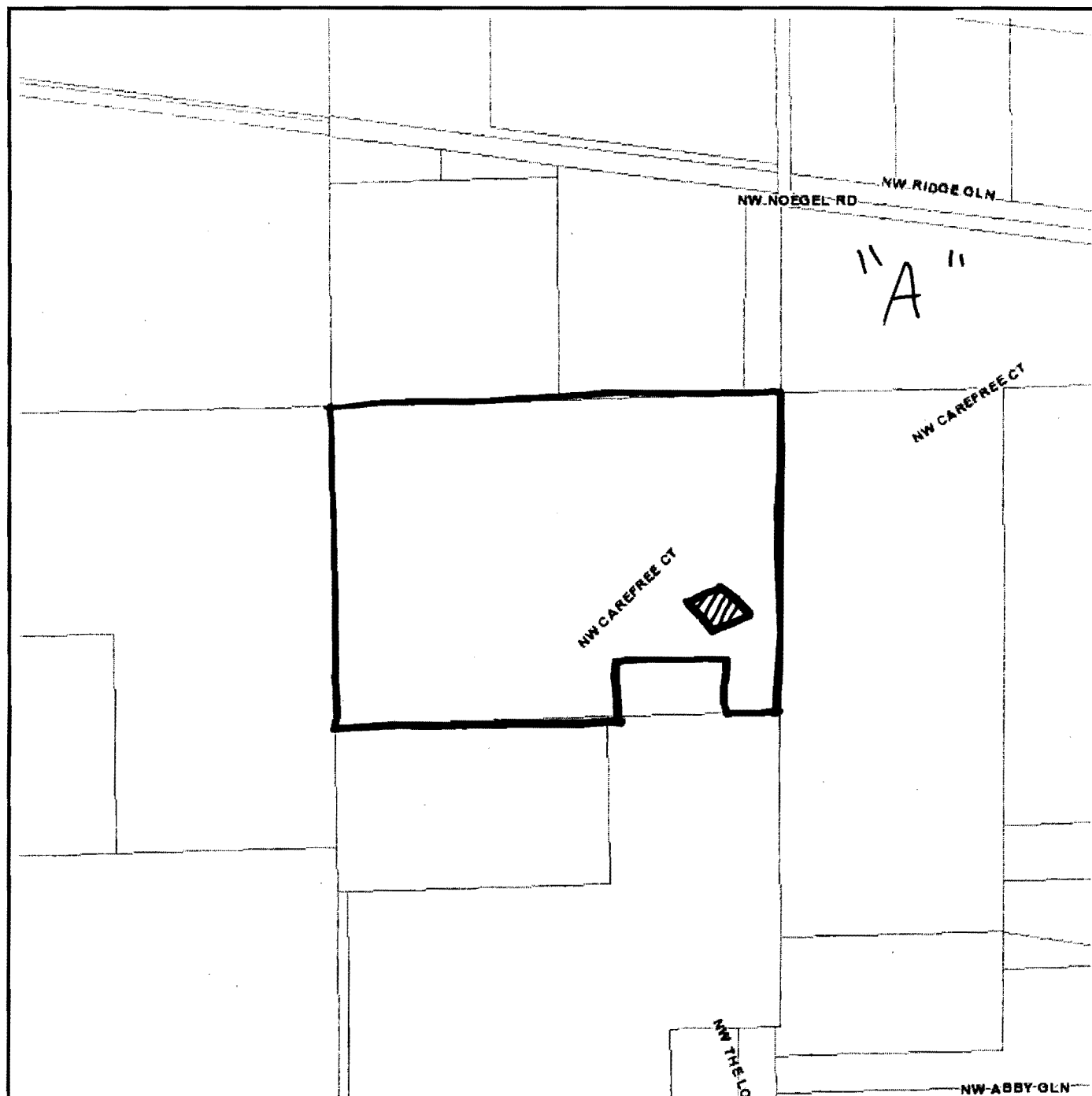
Acreage Being Deeded: 1.89

Acreage Remaining: 6.51

Location of Property: See attachment “C”

Existing mobile home on property through special temporary use permit.

Requesting approval of the Special Family Lot permits as indicated above. They meet the requirements of Section 14.9 of the Land Development Regulations, as amended. Staff recommends approval.



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 24-3S-15-00188-004 - IMP AG/BAR (005020)

BEG NW COR, RUN S 1908.19 FT, E 1712.64 FT, N 330 FT, E 660 FT, S 330 FT, E 323.65 FT, N 1908.53 FT TO N LINE OF SEC, W APPROX 2700 FT TO POB. ORB

Name: BROWN JAMES M III

Site: 833 NW CAREFREE CT

Mail: P O BOX 1402
LAKE CITY, FL 32056

Sales Info: NONE

2010 Certified Values

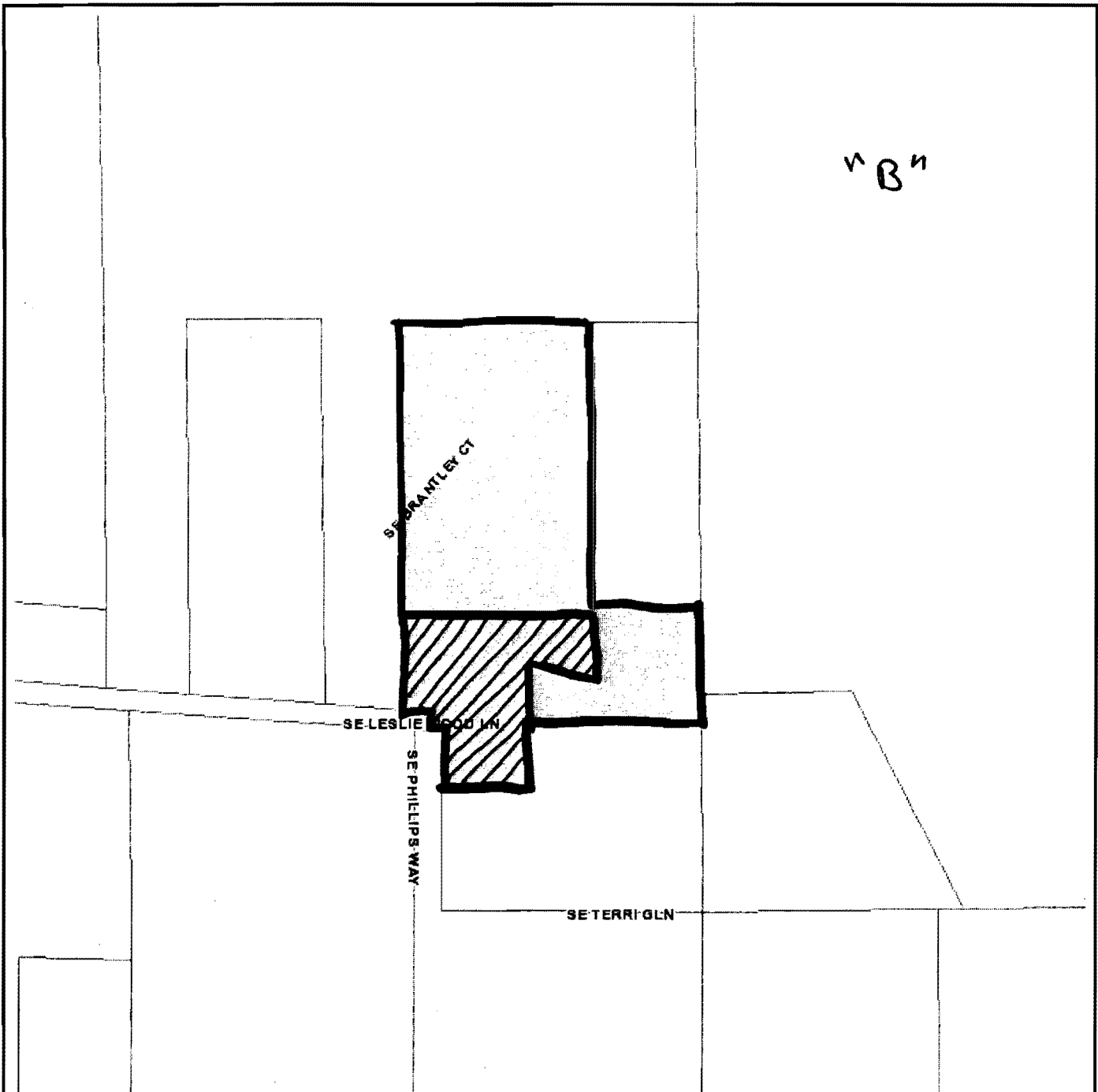
Land	\$97.00
Bldg	\$0.00
Assd	\$30,371.00
Exmpt	\$0.00
Taxbl	Cnty: \$30,371 Other: \$30,371 Schl: \$30,371

NOTES:



This information, GIS Map Updated: 2/17/2011, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

powered by:
GnizzlyLogic.com



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 19-5S-18-10596-000 - SINGLE FAM (000100)

E1/2 OF SE1/4, EX W1/2 OF SE1/4 OF SE1/4 & EX W1/2 OF NE1/4 OF SE1/4 AS LIES S OF SE LESLIE WOOD GLN & EX BEG AT NW COR OF W1/2 OF NE1/4 OF SE1/4, RUN

Name: STRICKLAND BRENDA LEE

Site: 127 SE BRANTLEY CT

Mail: 15103 SW 150TH LOOP
LAKE BUTLER, FL 32054

Sales 11/12/2009

Info 5/16/2000

\$0.00 I / U

\$100.00 I / U

2010 Certified Values

Land \$46,461.00

Bldg \$67,832.00

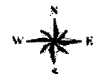
Assd \$114,593.00

Exmpt \$0.00

Cnty: \$114,593

Taxbl Other: \$114,593 | Schl: \$114,593

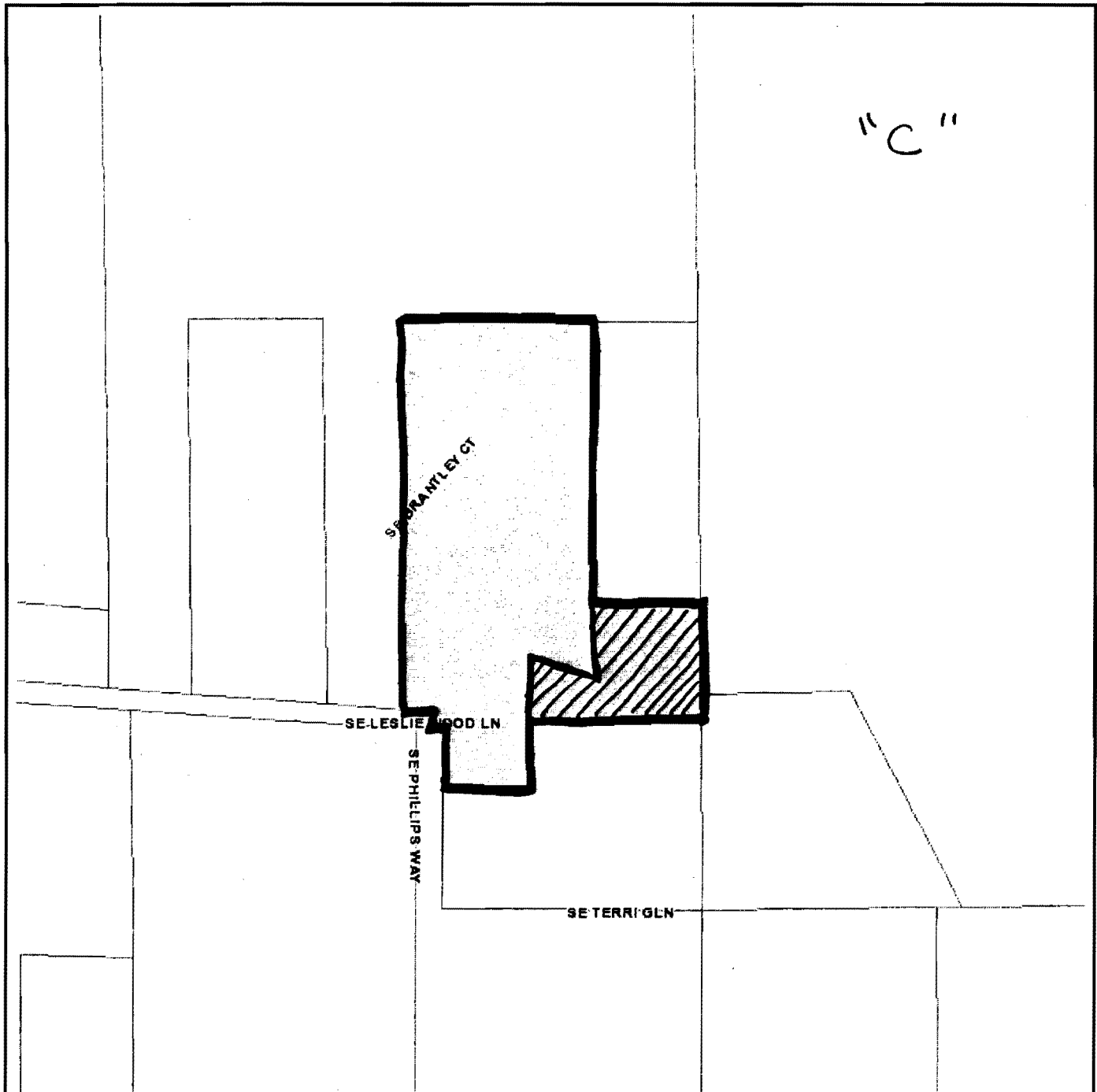
NOTES:



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powered by:

GrizzlyLogic.com



Columbia County Property Appraiser

J. Doyle Crews - Lake City, Florida 32055 | 386-758-1083

PARCEL: 19-5S-18-10596-000 - SINGLE FAM (000100)

E1/2 OF SE1/4, EX W1/2 OF SE1/4 OF SE1/4 & EX W1/2 OF NE1/4 OF SE1/4 AS LIES S OF SE LESLIE WOOD GLN & EX BEG AT NW COR OF W1/2 OF NE1/4 OF SE1/4, RUN

Name: STRICKLAND BRENDA LEE

Site: 127 SE BRANTLEY CT

Mail: 15103 SW 150TH LOOP
LAKE BUTLER, FL 32054

Sales 11/12/2009

Info 5/16/2000

\$0.00 I / U

\$100.00 I / U

2010 Certified Values

Land \$46,461.00

Bldg \$67,832.00

Assd \$114,593.00

Exmpt \$0.00

Cnty: \$114,593

Taxbl Other: \$114,593 | Schl: \$114,593

NOTES:



This information, GIS Map Updated: 2/17/2011, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

powered by:
GrizzlyLogic.com

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

Rudy
3/3/11
Aguada

#9



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Date: February 3, 2011

To: Dale Williams, County Manager

FR: Facilities Management Maintenance

Re: Declaration and Removal of Junk Property from Inventory (items less than \$500.00)

Respectfully request that the following items be declared junk and removed from maintenance inventory sheet:

County Asset Number

1. 05412 Pistol Drive Tool Kit
2. 07336 Floor Polisher
3. 07338 Transit Level
4. 09535 100 Watt Mobile Radio
5. 11094 Floor Machine
6. 11193 Vacuum
7. 11586 Vacuum
8. 11708 Hot Melt Kit
9. 11802 Vacuum
10. 11892 3 Com Switch
11. 11965 Vacuum

Thank You,

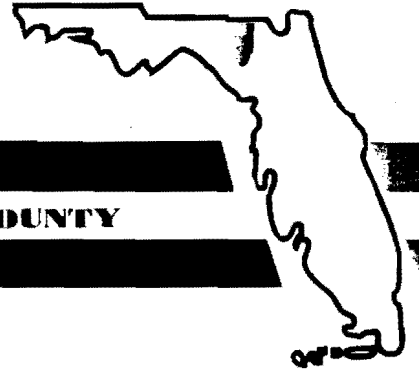
Frank Harris, Maintenance Director

Art Butler, Facilities Management Manager

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

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



February 7, 2011

TO: Dale Williams, County Manager

FR: Frank Harris, Maintenance Director

RE: Junk Property on Maintenance Inventory List

Respectfully request that the following items be declared junk and removed to Landfill.

1. County ID# 10054 Computer
2. County ID# 10055 Computer
3. County ID# 10143 Computer
4. County ID# 011171 Computer

Thank You,

A handwritten signature in black ink, appearing to read "Frank Harris", written over a horizontal line.

Frank Harris, Maintenance Director

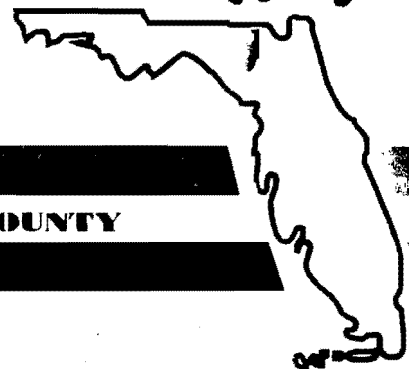
A handwritten signature in black ink, appearing to read "Art Butler", written over a horizontal line.

Art Butler, Facilities Management Manager

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

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

10



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

Date: 23 February 2011
To: Lisa K.B. Roberts, Assistant County Manager
From: Brian L. Kepner, County Planner *BLK*
Re: Board of Adjustment/Planning and Zoning Board Member

Robert Jordan's term on the Columbia County Board of Adjustment/Planning and Zoning Board will expire 1 March 2011. Mr. Jordan would like to continue to serve on those boards. He has been a vigilant member on those Boards. Therefore, I would like to request that the Board of County Commissioners reappoint Robert Jordan to those boards for a three (3) term as provided for in the Land Development Regulations (LDR's). Please place this reappointment request on the consent agenda of the 3 March 2011 County Commissioner meeting. If reappointed his term would expire 1 March 2014.

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

#11

Lisa Roberts

From: Monica Sesco [msesco@wellflorida.org]
Sent: Thursday, February 17, 2011 9:24 AM
To: Lisa Roberts
Cc: Steven Oliva
Subject: WellFlorida Board Representation


Hi Lisa,

Per our conversation on Tuesday, our current Columbia county board representative, Ms. Linda Jones will be moving out of the state and will be unable to continue her service to the WellFlorida Board of Directors.

We would like to recommend Mr. Jack Berry as her replacement. We have attached his resume for your review.

Thank you for your time and consideration of this candidate.

Monica Sesco
Office & Personnel Systems Manager
WellFlorida Council, Inc.
1785 NW 80 Blvd.
Gainesville, FL 32606
Ph. (352) 313-6500 ext 105
Fax (352) 313-6515
www.wellflorida.org

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Please consider the environment before printing this e-mail.

2/17/2011

Local Health Council Board Member

General Description

This is highly responsible professional work directing the mission and goals for the Local Health Council. This position requires a commitment to the coordination, development, and achievement of the mission and major goals and objectives on an internal and external basis, including budget monitoring and approval.

Essential Knowledge, Abilities, and Skills

Demonstrated ability to share ideas and concerns about the health and healthcare needs of north central Florida.

Ability to establish and maintain effective and positive relationships with communities, other agencies, and the public.

Governance Responsibilities

Attends Board of Directors meetings in accordance with the Bylaws.

Participates actively in the governance of the Board, by fully reading and preparing for all Board meetings in advance as well as participating at the Board meetings and taking on additional assignments as assigned or requested.

Participates actively and attends committee meetings in accordance with the Bylaws.

Advises other organizations and the public regarding the Council's planning and implementation policies and activities.

Attends special events each year.

Perform self evaluation in accordance with bylaws and policies, avoiding any appearance of conflict of interest.

Fiduciary Responsibilities

Demonstrates fiscal responsibility, with other Board members, for this organization by knowing what our budget is and taking an active part in reviewing, approving, and monitoring the budget and resource development activities to meet it.

Gives a personal or obtains a financial donation each year.

Engages in financial development for this organization. These may include individual, corporation, and/or foundation solicitations, undertaking special events, writing mail appeals, and the like.

Introduces the North Central Florida Health Planning Council to a minimum of 5 (five) contacts each year with which our organizations can do business or gain a contribution.

Qualifications

Commitment to improving healthcare in north central Florida through advocacy and facilitation of community initiatives; and commitment to successfully meeting the governance and fiduciary responsibilities of the Council to north central Florida residents.

Jackson P. (Jack) Berry, Sr.

355 Northwest Streamside Court
Lake City, Florida 32055
(386) 758-2434 Home
(386) 755-7565 Office
(386) 365-1857 Cell

Objective

To contribute strong leadership and management skills to the Lake Shore Hospital Authority, in the administration of ongoing indigent care programs for the citizens of Columbia County. To develop new programs and funding for expansion of medical services for the citizens of Columbia County.

Experience

President, Southland Auction Inc., Lake City, Florida, 1992 – present

Board of Trustees, Lake Shore Hospital Authority, Lake City, Florida, 2004 – 2009

- Served two (2) years as Chairman.

President, Berry International Detective Services, Inc., 1975 – 2005

- Managed sixteen (16) offices and one hundred fifty (150) employees.
- Involved in the building, construction and funding.

Law Enforcement, 1968 – 1975

Medical Specialist, Hospital Administration, United States Army, 1960 – 1968

Education

Bachelor of Science in Law Enforcement, Southwest Texas State University, 1974

Associate of Applied Science Degree, San Antonio College, 1972

Advanced Medical Specialist, United States Army, 1960 – 1968

Medical Administration, United States Army, 1960 – 1968

Personal References

Lester Scaff, S & S Food Stores
134 Southeast Colburn Street
Lake City, Florida 32055
(386) 752-7344

Todd Wilson, Publisher, Lake City Reporter
180 East Duval Street
Lake City, Florida 32055
(386) 752-1293

Terry, McDavid, Attorney
178 Southeast Hernando Street
Lake City, Florida 32055
(386) 752-1896

*2/8/10
to
the
BSC
Chair - Bonnie
Adams*

Lisa Roberts

From: Monica Sesco [msesco@wellflorida.org]
Sent: Friday, July 23, 2010 12:15 PM
To: Lisa Roberts
Subject: Board Membership


WellFlorida Council is currently in the process of revising our internal Membership Policies and Procedures to reflect 50% of the counties in our district changing their board membership term expiration to September 30th of odd-numbered years.

Effective 09/01/2010 your county will have an odd-numbered year term expiration so the current term for WellFlorida board members will not end until 09/30/2011 and every odd-numbered year thereafter.

Should you have any questions please do not hesitate to contact me.

Thank you.

Monica Sesco
Office & Personnel Systems Manager
WellFlorida Council, Inc.
1785 NW 80 Blvd.
Gainesville, FL 32606
Ph. (352) 313-6500 ext 105
Fax (352) 313-6515
www.wellflorida.org

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Please consider the environment before printing this e-mail.

7/23/2010

#12

Columbia County Bid Tabulation

Bid No. 2011-E Date of Opening: 02/16/2011 Bid Title: Pipe, Pipe Fittings and Fire Hydrants

Bidders	Lanier Municipal Supply	Certified Plumbing & Electrical	Consolidated Pipe & Supply	Corcel	Ferguson Waterworks	HD Supply
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Group A Pipe	\$ 15,622.00	\$ 16,560.72	\$ 14,519.40	\$ 15,649.46	\$ 15,070.80	\$ 14,887.00
Group B Pipe Fittings	\$ 15,145.29	\$ 18,161.81	\$ 13,614.60	\$ 16,279.24	\$ 13,884.79	\$ 14,372.50
Group C Fire Hydrants	\$ 5,748.00	\$ 6,635.12	\$ 6,450.00	\$ 7,074.00	\$ 6,678.00	\$ 5,970.00

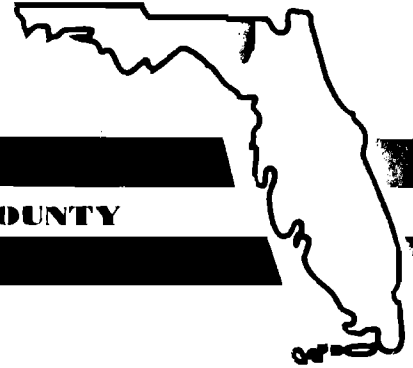
Recommend award bid to lowest bidders: Pipe and Pipe Fittings to Consolidated Pipe and Supply, Fire Hydrants to Lanier Municipal Supply


Ben Scott
Purchasing Director

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

3/3/11
Agenda

#13



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 2/4/2011

To: Board of Commissioners

From: Ben Scott, Purchasing Director

Ben Scott

RE: Landfill Engineer

We have received and reviewed qualifications from landfill engineering firms. I have attached the final ranking sheet for your review. As you will note Darabi and Associates is the top ranked firm.

At this time I would like to request the Board approve negotiating a contract with Darabi and Associates.

FINAL RANKING OF LANDFILL ENGINEERS

Columbia County, Florida
Board of County Commissioners
Date: 2/4/2011

	Rater	Ben Scott	Ron Williams	Bill Lycan	Kevin Kirby	Total	Final Ranking
Firms							
Jerome J. Leskiewicz, P.E.		3	7	2	4	16	4
Arcadis/Malcolm Pirnie		6	5	5	7	23	6
Darabi and Associates		1	1	1	1	4	1
SCS Engineers		7	6	4	6	23	6
Jones Edmunds		2	2	2	3	9	2
PBS&J		4	3	5	2	14	3
Baskerville-Donovan		5	4	7	5	21	5

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#14



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 2/23/2011

To: Board of Commissioners

From: Ben Scott, Purchasing Director *Ben Scott*

RE: Roadside Mowing & Litter Removal

Please find attached for your review the bid tabulation for the Roadside Mowing & Litter Removal contract. I would like to recommend that the Board award the contract to the lowest responsive bidder, Boone Improvements, in the annual amount of \$255,513.22.

During the bidding process the following changes were made:

- Mowing cycles reduced from five to four
- Litter removal cycles reduced from six to five
- Special mowing reduced from 189 acres to 26
- Fuel adjustment allowance formula added
- Conflict resolution committee added

The new contract will result in an approximate savings of \$175,000.

Also attached for your review and approval is the contract prepared by the County Attorney.

Attachments

Columbia County Bid Tabulation

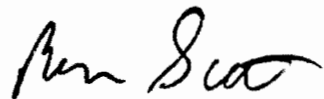
Bid No. 2011-A

Date of Opening: 1/26/2011

Bid Title: Roadside Mowing and Litter Removal

Bidders	Clemons Field Service	Cowart & Cowart	Olin's Contract Service	Boone Improvements	Lewis and Henley
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	\$ 319,829.80	\$ 302,675.00	Non-Responsive	\$ 255,513.22	Non-Responsive
Bidders	Precision Lawn and Landscape	K & M Maintenance	A & A Custom Services		
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	Non-Responsive	\$ 357,556.91	Non-Responsive		

Recommend award bid to lowest responsive bidder (Boone Improvements).



Ben Scott

Purchasing Director

ROADSIDE MOWING AND LITTER REMOVAL CONTRACT

THIS CONTRACT entered into this _____ day of March 2011, by and between **BOONE IMPROVEMENTS, INC.**, a Florida corporation, whose address is Post Office Box 3190, High Springs, Florida 32655, (hereinafter called Contractor), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, whose address is Post Office Box 1529, Lake City, Florida 32056-1653, (hereinafter called County).

WITNESSETH

1. **SPECIFICATIONS.** In accordance with those specifications for roadside mowing and litter removal for Columbia County, attached hereto and by reference made a part of, Contractor shall mow and remove litter from the County maintained roads indicated in Attachment "1" of said specifications. All terms and conditions of the specifications of Bid No. 2011-A are hereby incorporated by reference.

2. **PAYMENT.** The consideration to be paid to the Contractor per mowing cycle shall be the sum of the following for each type work completed:

Roadside Mowing	\$67.91 per mile
Roadside Litter Removal	\$46.26 per mile
Special Project Mowing Including Landfill	\$24.00 per acre.

Payment of said consideration shall be made by the County to the Contractor within ten (10) working days after the conclusion of each mowing cycle called for by this contract upon the work performed during that mowing cycle by the Contractor being approved by the Mowing Director.

3. **TERM.** The initial term of this contract shall be for a period of one year from the inception date of this contract, but will automatically renew on its anniversary date from year-to-year unless either party gives the other party written notice of its intention to terminate the contract no less than 60 days prior to the anniversary date of the contract. The effective date of this contract shall be when it has been executed by the last party to the agreement.

4. **DEFAULT.** If the Contractor fails to comply with each and every term of this contract and the specifications attached hereto, including the performance of the work called for herein in a good and workmanlike manner, the County shall give written notice to the Contractor of such failure, and the Contractor shall have fifteen (15) days after the mailing of such notice to correct such failures. If the Contractor fails to correct such failures within such fifteen (15) day period, the County may, at its sole discretion:

a. Immediately terminate this contract, in which event the obligations of the parties hereto, except as to the provisions of paragraph 5 of the contract, shall mutually

cease. In such event, the County shall pay the Contractor for all work performed in an acceptable standard, but shall withhold from such monies such amounts as may be reasonably necessary to accomplish or remedy the failures for which the Contract was terminated.

b. Immediately discharge the Contractor without terminating this contract. The County shall then take such steps as are reasonably necessary to secure the completion of the work to be accomplished by the contractor during the term of this contract, and shall make payment to such substitute contractor or other parties in such sums as may be reasonably necessary under the circumstances to secure the accomplishment of such work. If the amount required to be paid by the County exceeds the sum remaining to be paid pursuant to this contract, the Contractor shall be liable to the County for such excess.

c. Pursue any other remedy available to the County at law or in equity.

In any event, all costs and expenses of the County incurred by reason of such failure of the Contractor, including a reasonable attorney's fee whether suit be brought or not, shall be paid by the Contractor to the County and may be deducted from monies due from the County to the Contractor.

5. **INDEMNIFICATION AND INSURANCE.** Contractor shall defend, indemnify, and hold the County, including its agents, employees and assigns, harmless from any and all demands, claims, liabilities, damages, costs, fines, penalties, expenses, attorney's fees and suits of any nature or kind whatsoever, that arise out of or in any way related to the performance or breach of this contract ("liabilities"). The Contractor shall notify the County, in writing, immediately upon becoming aware of any such liabilities. The Contractor's obligations to defend, indemnify and hold the County harmless from any liabilities or the County's option to participate and associate in the defense and trial of any liabilities, including any related settlement negotiations, shall be triggered by the County's written notice of claim for indemnification to the Contractor.

County shall be named as additional insured on the general liability and other liability insurance provided pursuant to the Specifications.

6. **FUEL COSTS.** In the event of deflation/inflation of fuel costs the following the chart shall be used to adjust contract pricing. Adjustments must be initiated by Contractor or County.

Fuel Price Per Gallon

Low End	High End	Adjustment	Comments
2.25	2.74	5%	Rebate
2.75	3.24	2.5%	Rebate
3.25	3.74	None	Price Per Contract
3.75	4.24	2.5%	Surcharge
4.25	4.74	5%	Surcharge

Rebate below \$2.25 per gallon or surcharge over \$4.74 per gallon will be by mutual agreement between Columbia County and Bidder.

The Benchmark for companies will be weekly data from the website www.fuelgaugereport.com by AAA (Florida Average Diesel). Prices will not be adjusted unless benchmark prices fall outside the above parameters for four (4) or more consecutive weeks. Adjustments will begin in the fifth week and will not be retroactive.

7. **GOVERNING LAW, JURISDICTION AND VENUE.** This contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this contract shall lie exclusively in the state courts of appropriate jurisdiction in Columbia County, Florida.

8. **NOTICES.** All notices, communications and determinations between the parties hereto and those required to be given under this contract shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the address set forth in the first paragraph of this contract. Contractor agrees that if it fails to notify the County by certified mail of any changes to its notification address, Contractor shall have waived any defense based on County's failure to notify Contractor.

9. **ASSIGNMENT.** Contractor shall not assign, pledge, or transfer any of the rights, duties, and obligations provided in this contract without the prior written consent of the County. The County has the sole discretion to approve or disapprove proposed assignments, with or without cause.

10. **THIRD PARTY BENEFICIARIES**. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any. Nothing in this contract is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

11. **ENTIRE AGREEMENT**. This contract contains the entire agreement of the parties. No representations or promises have been made except those that are set out in this contract. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

12. **WAIVER**: The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this contract shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

13. **INTERPRETATION**: No provision in this contract shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14. **CAPTIONS**: Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this contract or any provision.

15. **SEVERANCE**: If any section, paragraph, clause or provision of this contract is adjudged by a court, agency or authority of competent jurisdiction to be invalid and unenforceable, all remaining parts of this contract shall remain in full force and effect and the parties shall be bound so long as the County in its sole discretion determines the principle purpose remains enforceable.

16. **COMPUTATION OF TIME**: In computing any period of time prescribed in this contract, the day of the act, event or deficiency or material breach from which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

17. **MODIFICATION OF CONTRACT**: A modification or waiver of any of the provisions of this contract shall be effective only if made in writing and executed with the same formality as this contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

BOONE IMPROVEMENTS, INC.

By: _____
Ryan Boone, President

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by **RYAN BOONE**, as President of **BOONE IMPROVEMENTS, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(**NOTARIAL
SEAL**)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

COLUMBIA COUNTY, FLORIDA

By: _____
Jody Dupree, Chairman
Board of County Commissioners

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(**SEAL**)

Approved as to form:

Marlin M. Feagle
County Attorney

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by **JODY DUPREE**, as Chairman, and **P. DEWITT CASON**, as Clerk of Courts, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who are personally known to me or who have produced Florida driver's licenses as identification.

(NOTARIAL
SEAL)

Notary Public, State of Florida

My Commission Expires:

North Central Florida Regional Planning Council

2009 NW 67 PLACE, SUITE A, GAINESVILLE, FLORIDA 32653-1803
(352)955-2200 SUNCOM 625-2200 FAX (352) 955-2209



February 16, 2011

MEMORANDUM

TO: Board of County Commissioners

FROM: Scott R. Koons, AICP, Executive Director *SRK*

SUBJECT: Columbia County Fiscal Year 2009 CDBG Program
DCA Contract No. 11DB-L4-03-22-01-H20
Award of Bids - Title Services Firm

County staff and Planning Council staff, serving as Grant Administrator opened bids at 11:00 a.m. on February 10, 2011 for the above referenced project.

The Grant Administrator and County staff have tabulated the bids and recommend that the bid be awarded to Osceola Land Title, Inc., as the lowest responsive, responsible bidder based upon the tabulated bid in the amount of \$3,590.00.

SUMMARY OF OPENING
COLUMBIA COUNTY CDBG PROGRAM
DCA CONTRACT NO. 11DB-L4-03-22-01-H20

BID OPENING FOR TITLE SERVICES

1/7/11
DATE OF BID ADVERTISEMENT

2/10/11 / 11:00 a.m.
BIDS OPENED (DATE AND TIME)

	<u>TITLE COMPANY</u>	<u>AMOUNT OF BID</u>
1.	American Title Services of Lake City <u>Lake City, FL</u>	\$ <u>6,988.00</u>
2.	Fidelity National <u>Tampa, FL</u>	\$ <u>Reject*</u>
3.	Majesty Title Services <u>Tampa, FL</u>	\$ <u>6,990.00</u>
4.	Osceola Land Title, Inc. <u>Macclenny, FL</u>	\$ <u>3,590.00</u>
5.	Southern Professional Title Services, Inc. <u>Lake Butler, FL</u>	\$ <u>5,460.00</u>
6.	Title 365 <u>Maitland, FL</u>	\$ <u>4,600.00</u>
7.	Waters and Associates Title Services <u>Tallahassee, FL</u>	\$ <u>3,790.00</u>
	<u>Osceola Land Title, Inc.</u>	\$ <u>3,590.00</u>
	LOWEST APPARENT BIDDER	

*Non-responsive bidder, recommend rejection as bid form was modified by bidder to add in additional item.

North Central Florida Regional Planning Council

2009 NW 67 PLACE, SUITE A, GAINESVILLE, FLORIDA 32653-1803
(352)955-2200 SUNCOM 625-2200 FAX (352) 955-2209



February 16, 2011

MEMORANDUM

TO: Board of County Commissioners

FROM: Scott R. Koons, AICP, Executive Director *SRK*

SUBJECT: Columbia County Fiscal Year 2009 CDBG Program
DCA Contract No. 11DB-L4-03-22-01-H20
Award of Bids - Lead Paint Inspection Services

County staff and Planning Council staff, serving as Grant Administrator opened bids at 11:00 a.m. on February 10, 2011 for the above referenced project.

The Grant Administrator and County staff have tabulated the bids and recommend that the bid be awarded to Associated Consulting Professionals, Inc., as the lowest responsive, responsible bidder based upon the tabulated bid in the amount of \$4,720.00.

SUMMARY OF OPENING
COLUMBIA COUNTY CDBG PROGRAM
DCA CONTRACT NO. 11DB-L4-03-22-01-H20

BID OPENING FOR LEAD BASED PAINT SERVICES

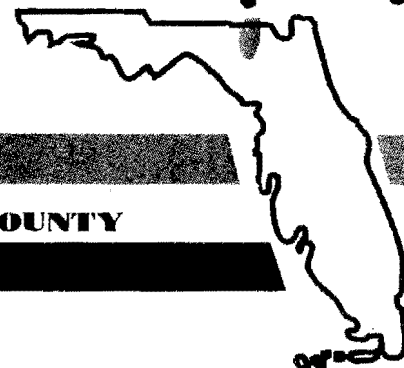
1/7/11
DATE OF BID ADVERTISEMENT

2/10/11 / 11:00 a.m.
BIDS OPENED (DATE AND TIME)

<u>LEAD BASED PAINT SERVICE COMPANY</u>	<u>AMOUNT OF BID</u>
1. American Management Resources Corporation <u>Gainesville, FL</u>	\$ <u>4,920.00</u>
2. Associated Consulting Professionals, Inc. <u>Oldsmar, FL</u>	\$ <u>4,720.00</u>
3. Atlas Scientific <u>Jacksonville, FL</u>	\$ <u>11,090.00</u>
4. GLE Associates, Inc. <u>Jacksonville, FL</u>	\$ <u>10,800.00</u>
<u>Associated Consulting Professionals, Inc.</u>	\$ <u>4,720.00</u>
LOWEST APPARENT BIDDER	

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#17



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

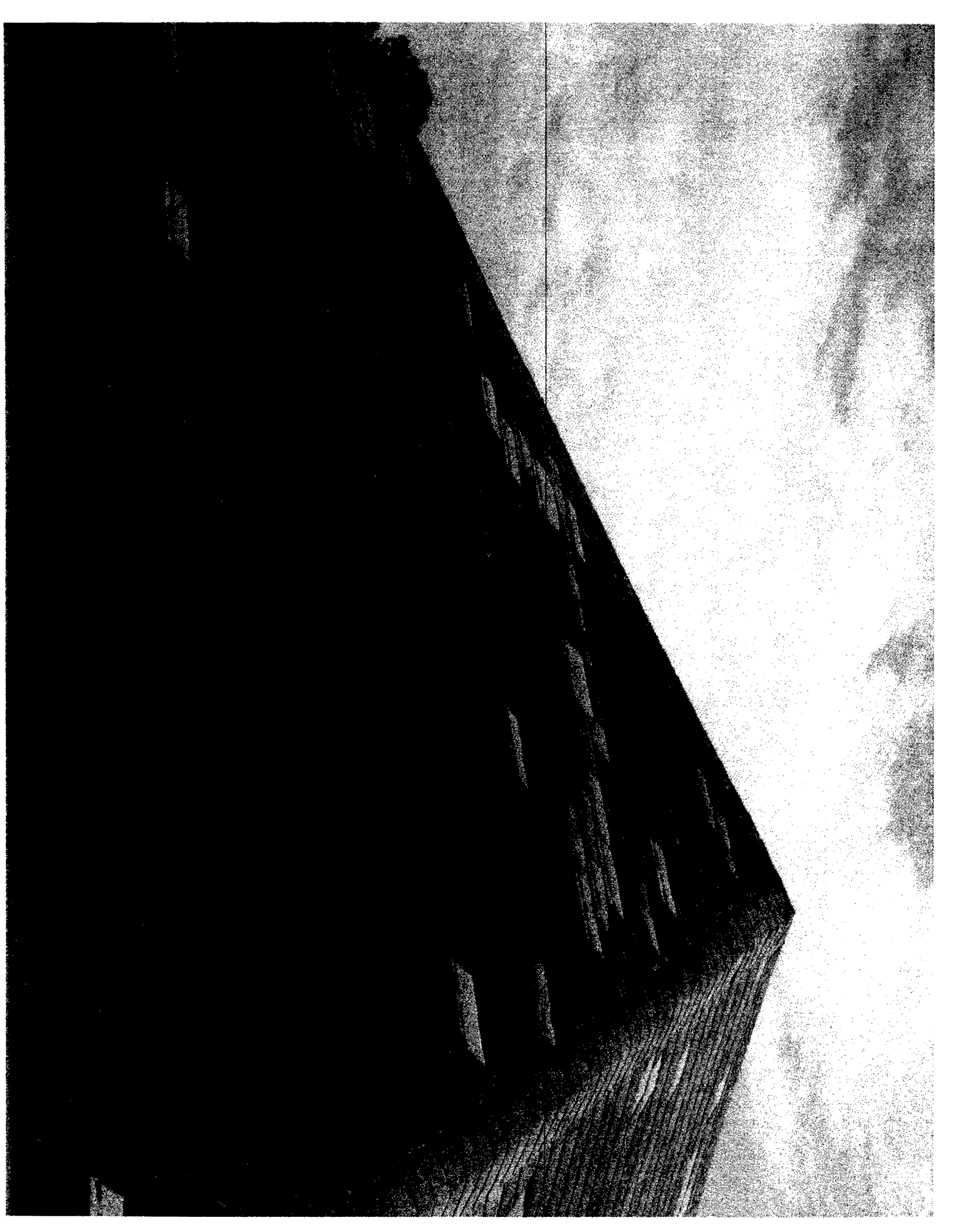
MEMORANDUM

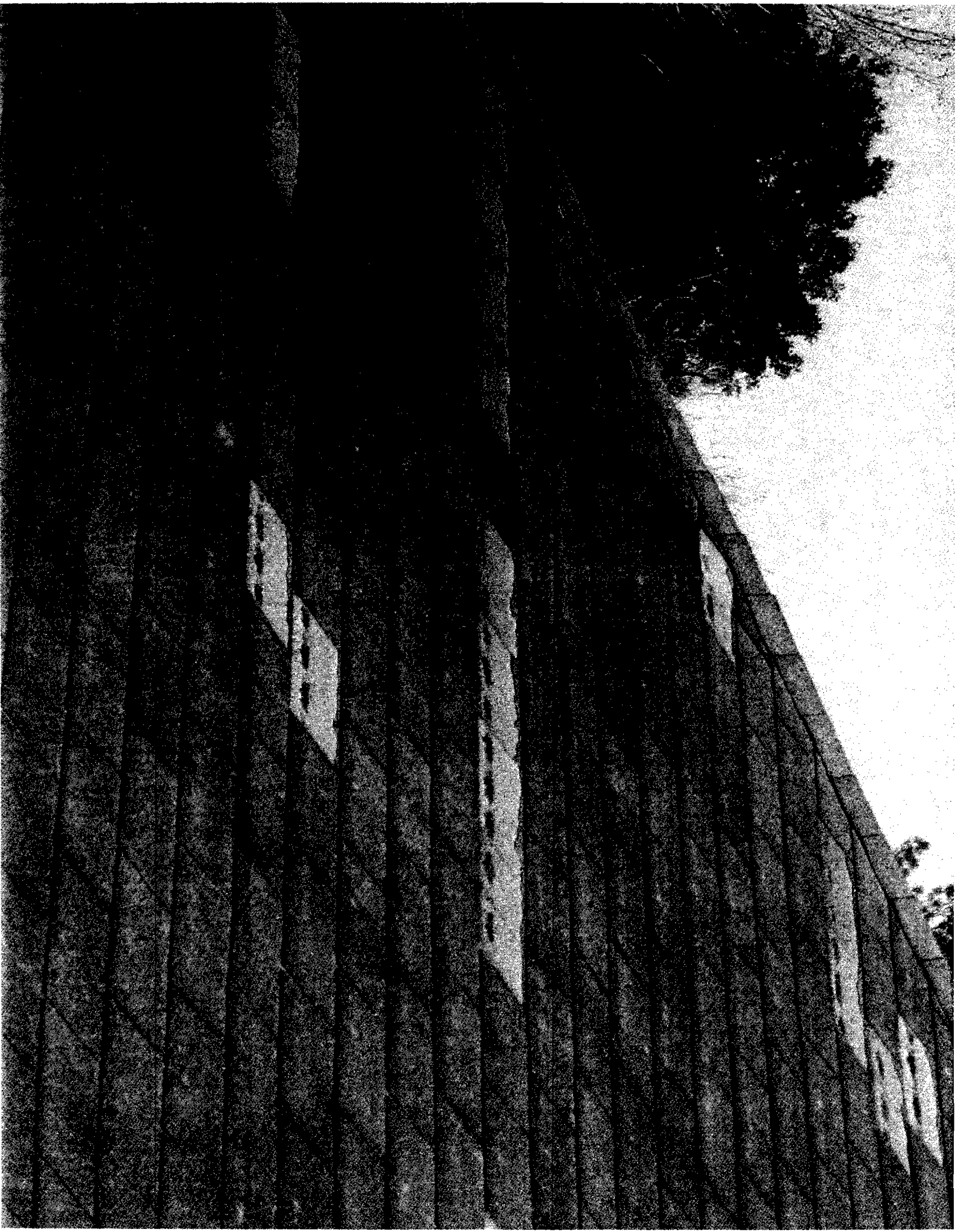
TO: Board of County Commissioners
FROM: Art Butler, Facilities Management Director *A.B.*
DATE: February 9, 2011
SUBJECT: Two Story Building – Old Watertown School

Facilities Management is requesting Board of County Commissioner approval to replace the entire roof on the old Watertown school building located at the Watertown Complex. This is the former school board office building. The building is currently used by the county for storage purposes.

The roof is asphalt shingle. The exact age of the roof is unknown. The roof has not been replaced since the property was transferred to the county over twenty years ago and no roof work had been done since transfer to the county. As depicted in the pictures attached the roof is missing shingles. The roof leaking is evidenced by the ceiling tiles inside the building.

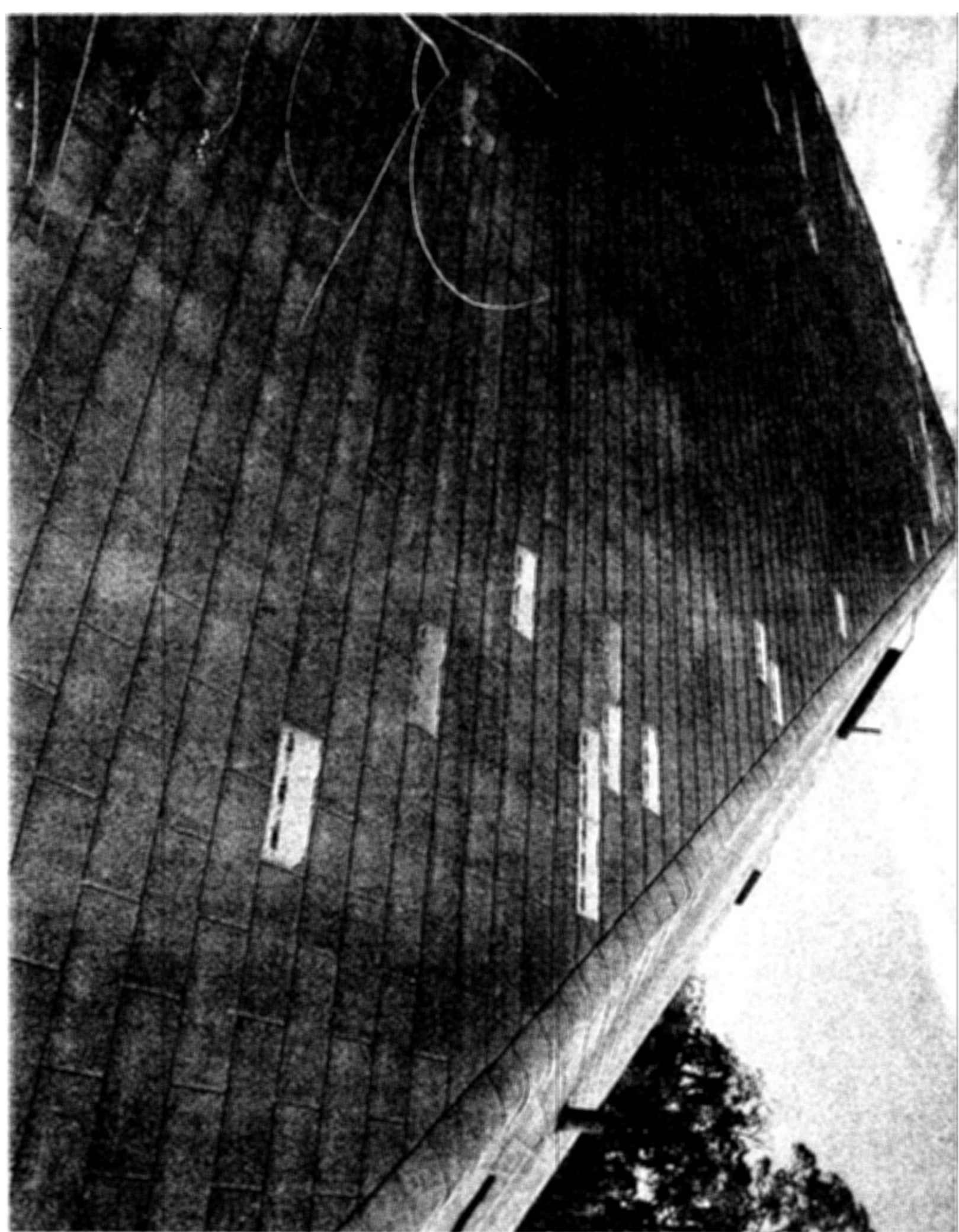
Roof repair is estimated at \$35,000.00. Board approval to seek bids for repair is requested.

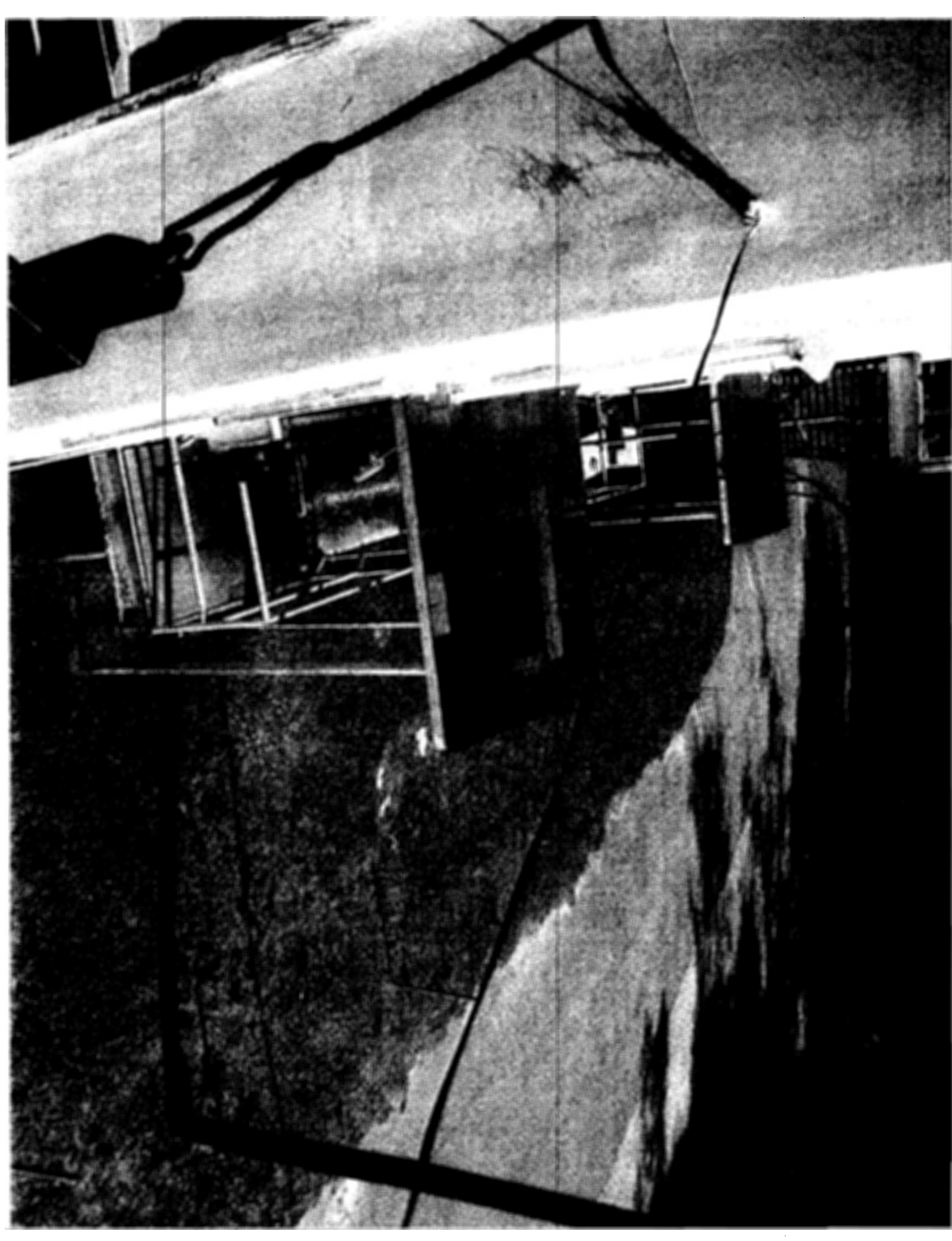


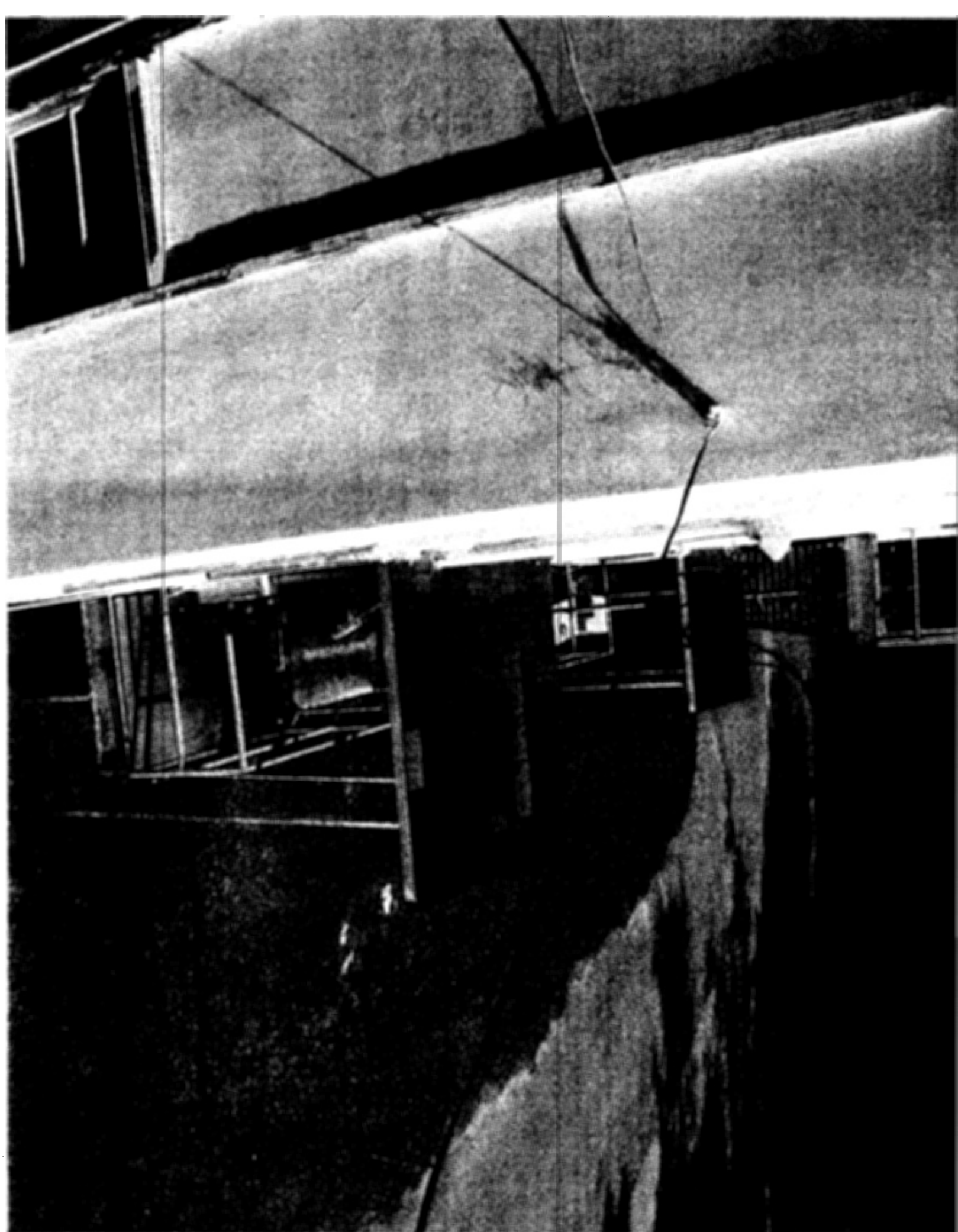


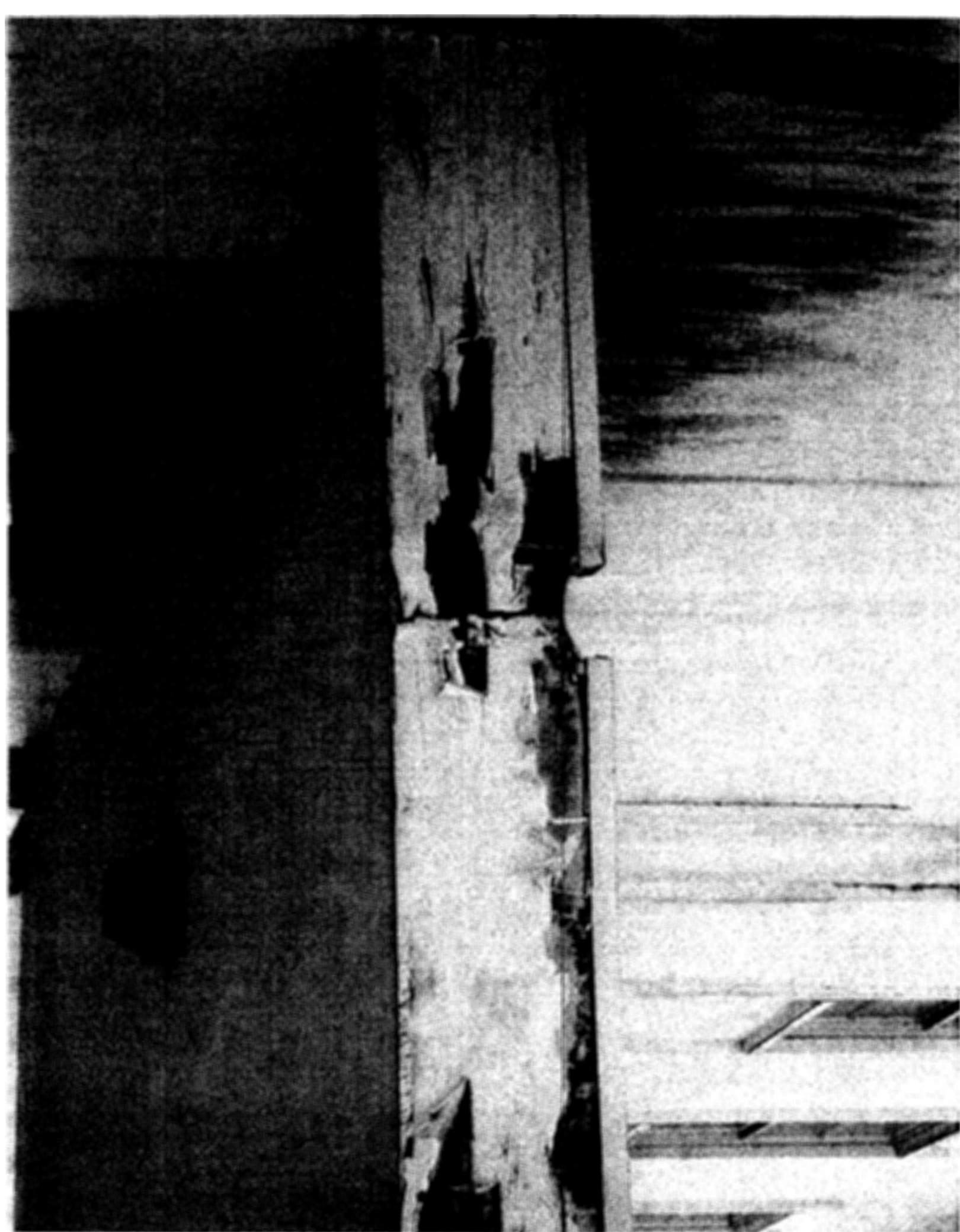


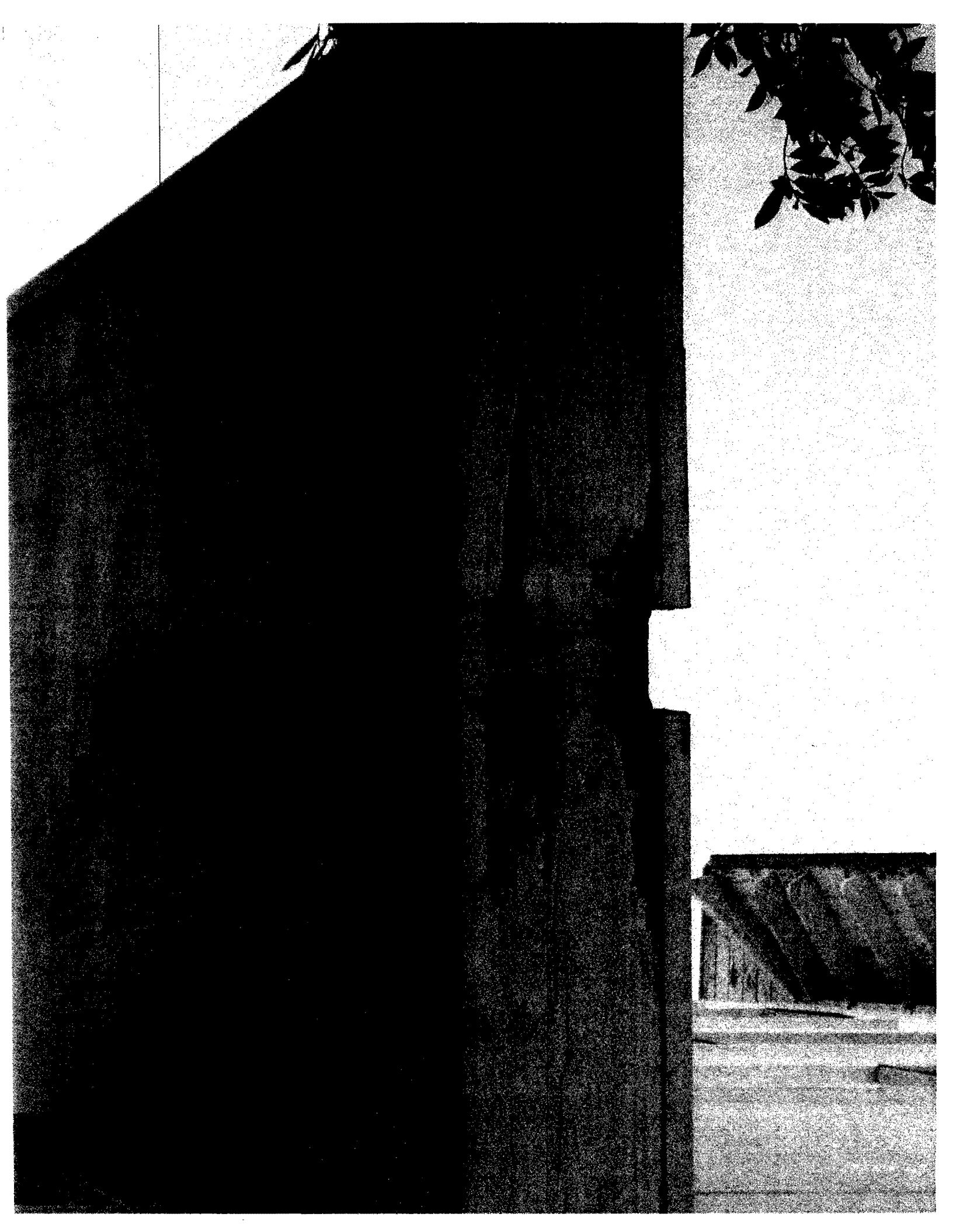








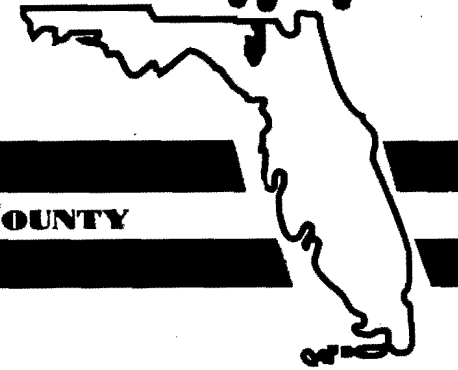




District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina


3/3/11
Agenda

#18



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

To: Dale Williams, County Manager
From: David Kraus, Senior Staff Assistant 
Date: February 9, 2011
RE: Utility Easement for Carpenter Properties (Kirby Oil)

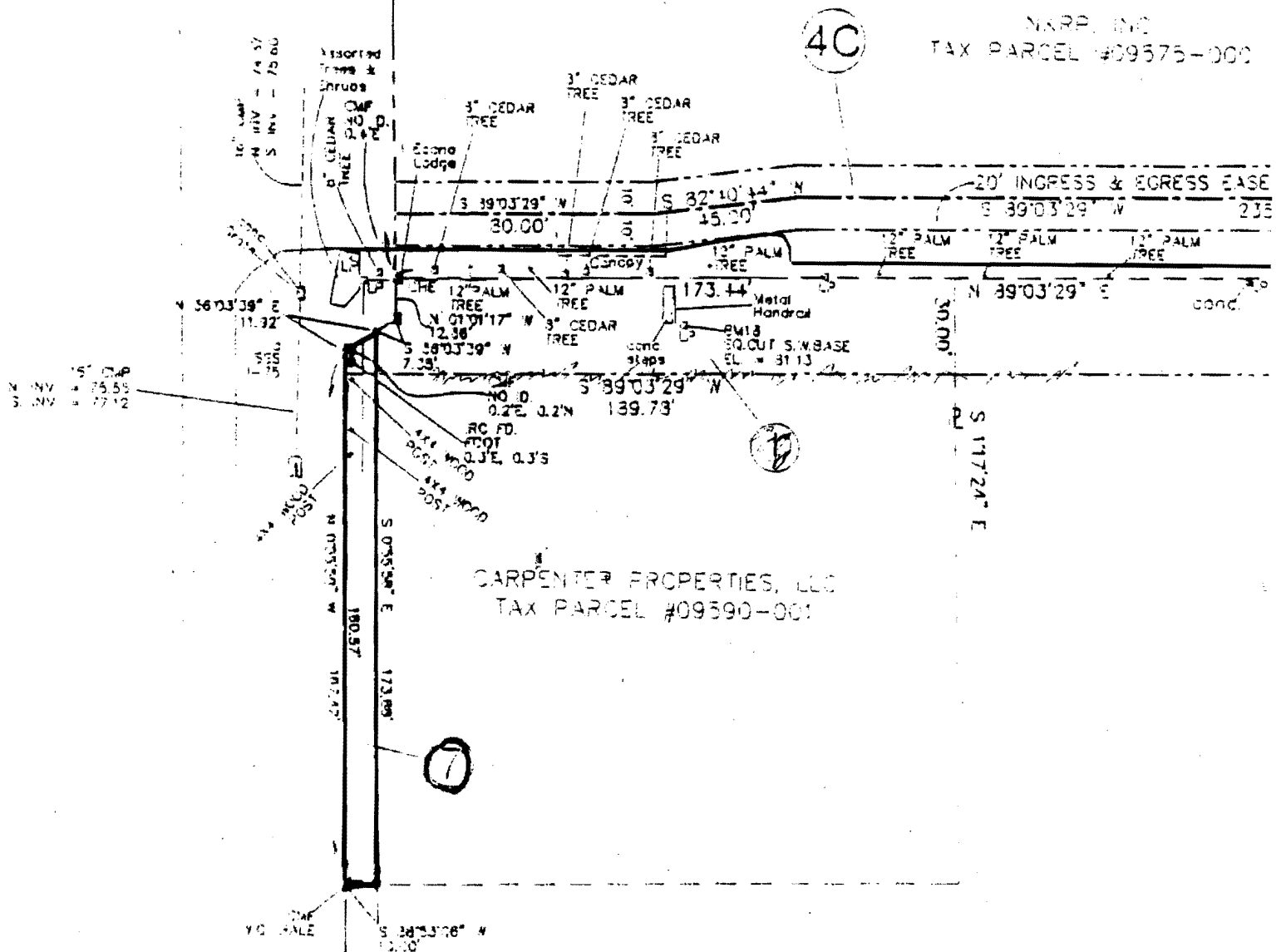
I have attached the Contract for Sale and Purchase of Utility Easement and the Utility Easement to Columbia County, Florida for Carpenter Properties, LLC. These documents have been reviewed by our attorneys and Mr. Kirby's attorney, Eddie Anderson. We have completed a title search and found no mortgages or liens. This easement is needed for Phase I of the commercial loops which will begin construction this week. Mr. Garland Kirby has reviewed the contracts and is in the process of signing the documents. He has provided verbal approval to construct on the easement prior to final execution of the documents.

Under the Contract for Sale and Purchase of Utility Easement Columbia County will purchase the utility easement for \$6,000. Upon execution of the agreement and purchase of the easement by the County, Carpenter Properties, LLC "shall be required to" pay the County \$6,000 for capacity and connection charges for a one inch meter tap. The County could then install the meter even though the property is undeveloped.

Based upon the Columbia County Property Appraiser's valuations, the easement would be worth approximately \$4,608.00 for the 1,707 square feet of easement required. However, the location of the easement justifies the \$6,000 negotiated settlement. This easement extends over the entire frontage for US 441 and is adjacent to the DOT right of way. The easement is located in an area where the DOT right of way shifts, placing that section of the proposed water main on the Carpenter Properties, LLC parcel. The water line cannot be shifted back into the DOT right of way due to the placement of the existing sewer line. Without this easement, the commercial loop cannot be completed. The commercial loop is critical to supplying water at the I-75 interchange and the loop is important to maintaining water quality in the distribution system in that area.

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

MARR, INC
TAX PARCEL 409575-000



21F--CONCRETE
 22F--CONCRETE
 23F--IRON PIPE
 24F--IRON PIPE
 25F--PROFESSION
 26F--PROFESSION
 27F--RIGHT-OF-
 28F--OWNER LING
 29F--PROPERTY
 30F--POWER POLE
 31F--SERVICE POLE
 32F--IRON TIEBAR
 33F--PIECES OF CL
 34F--LENGTH OF
 35F--DRAIN CROWN
 36F--ANGLE S/P
 37F--CORRUPTA
 38F--PENDING MARK
 39F--ELEVATION
 40F--ELEVATION
 41F--ELEVATION

**CONTRACT FOR SALE AND PURCHASE
OF UTILITY EASEMENT**

The undersigned, Carpenter Properties, LLC, whose mailing address is 837 SW Baya Drive, Lake City, FL 32025, (herein "Owner"), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529. (herein "County"), hereby agree that Owner shall sell, transfer and convey, and County shall purchase from Owner, a utility easement over and across the following described real property located in Columbia County, Florida, to-wit:

Legal description:

SEE SCHEDULE A ATTACHED HERETO.

(or as described in attached Exhibit "B"), upon the following terms and conditions:

1. **PURCHASE PRICE.** The full purchase price for the easement which County shall pay Owner upon execution of the Easement Deed, a copy of the form being attached hereto as Exhibit "A", is \$ 6,000.00.

2. **CONVEYANCE AND TITLE.** Owner represents and warrants that it is the fee simple title owner of the easement property and agrees to execute an Easement Deed in the form attached hereto as Exhibit "A", free and clear of all liens, encumbrances and defects against the easement property. If there are any mortgages or other liens against the property, it shall be Owner's responsibility to timely pay the same and not allow the mortgage to become in default and have released any other liens existing against the easement property. Owner will indemnify and hold harmless County against any such mortgages, liens or other encumbrances.

3. **SURVEY.** Owner shall not be required to provide County with a survey of the easement property, but County may, at its option and expense, elect to have the easement property surveyed. If the survey shows any encroachments on the easement property, Owner will remove any such encroachments within 30 days of notification by County.

4. **COSTS.** County shall be responsible for recording the easement deed and paying any documentary stamps related to the recording of the document among the public records of Columbia County, Florida.

5. **POSSESSION AND DATE OF CLOSING.** This transaction, including the execution and delivery of the easement deed by Owner to County, shall take place upon the execution of this agreement or no later than 30 days thereafter.

6. **OWNER TO PAY UTILITY FEES.**

At the time Owner executes the easement, and County pays the \$6,000.00 purchase price, Owner shall be required to pay to County the sum of \$6,000.00 for capacity and connection charges, which connection will include a one inch cap.

7. **ATTORNEY'S FEES AND COSTS**. In the event of default by either party under the terms of this agreement, the defaulting party shall be liable for and agrees to pay all costs and expenses incurred in the enforcement of this contract, including attorney fees.

8. **OTHER AGREEMENTS** (if any): _____

IN WITNESS WHEREOF, Owner and County have executed this agreement as of the
24th day of February, 2011

Signed, sealed and delivered
in the presence of:

G. M. Alm

Witness
Eddie M. Anderson

Print or type name
Donna H. Anderson

Witness
Donna H. Anderson

Print or type name

CARPENTER PROPERTIES, LLC

Fletcher Kirby (SEAL)
Print: Fletcher Kirby, Manager

Print: _____ (SEAL)

"OWNER"

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

COLUMBIA COUNTY, FLORIDA

By: _____

Print: _____

Title: _____

UTILITY EASEMENT TO COLUMBIA COUNTY, FLORIDA

THIS UTILITY EASEMENT made this ____ day of _____, 20__, by and between _____, whose mailing address is _____, hereinafter referred to as "Grantor", and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "Grantee";

WITNESSETH:

That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged by the parties, granted, bargained, and sold to the said Grantee, its heirs and assigns, forever, a non-exclusive, perpetual easement and right-of-way on, over, under and across real property in Columbia County, Florida, described in attached Exhibit "A" and incorporated herein by reference (the "Easement Property") for the purpose of constructing, installing, replacing, repairing, enlarging, expanding, maintaining and operating water, sewer, gas and communication lines, drainage facilities, and other public utility facilities, and related appurtenances (herein "Grantee's Facilities"), together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein. The subject property is not the homestead of the Grantor.

This granted easement shall be subject to the following restrictions:

1. No permanent buildings or trees shall be placed on the Easement property.
2. Grantor reserves for itself, its successors and assigns, the right to use of the Easement Property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted herein to the Grantee.
3. Any pipeline or utilities constructed and installed pursuant to this easement shall be laid and constructed in a good and workmanlike manner and with the exception of those appurtenances necessary in the operation of the utility lines, including, but not limited to, fire hydrants, valves and meters which must be installed above the surface, all lines shall be buried beneath the surface of the land.
4. Grantee will, at all times, when constructing, installing, repairing, replacing, maintaining and operating the utility lines, provided a safe and convenient means for ingress and egress from the public highway to and from the Grantor's adjacent property for pedestrian and vehicular traffic.
5. Upon the completion of any construction and installation of the utility lines, or following any work relating to the repairing, replacing, or maintaining the utility lines, Grantee shall, at its expense, repair, restore, and level the surface of the Easement

EXHIBIT "A"

Property to its former condition, including, but not limited to, repairing and replacing any paved driveways or other areas of the Easement Property.

The rights herein granted to Grantee by Grantor specifically include: (a) the right for Grantee to patrol, inspect, alter, improve, repair, rebuild, enlarge, relocate and remove said facilities; (b) the right for Grantee to upgrade the quantity and type of distribution facilities; (c) the right of the Grantee to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation or maintenance of Grantee's Facilities; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's safe and efficient installation, operation and maintenance of Grantee's Facilities and the enjoyment and use of said easements for the purposes described above.

Grantor hereby covenants and agrees that no buildings, structures or obstacles (except fences and signs permitted by law advertising businesses) shall be located, constructed, excavated or created within the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Facilities. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement Property, they shall be erected in a manner not to interfere with the utility lines or to create or cause any damage to the lines. At any time it becomes necessary to repair, enlarge or to do any work in the maintenance of the utility lines, the Grantor will remove the signs during the time of such work so as not to interfere with any repairs or maintenance of the lines by Grantee.

Grantor covenants not to interfere with Grantee's Facilities within the Easement Area in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's Facilities by Grantor or by Grantor's agents or employees.

Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement as to Grantor's interest.

Scrivener makes no representations as to the legal description nor the quality of the legal title; and the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever, to have and to hold from this day forth, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor hereunto set his hand and seal on the date given above.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print: _____(SEAL)

Print or type name

Witness Signature

Print: _____(SEAL)

Print or type name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is/are personally known to me or who has/have produced _____ as identification.

(NOTARIAL
SEAL)

Notary Public

My Commission Expires:

SCHEDULE A to
CONTRACT FOR SALE AND PURCHASE OF UTILITY EASEMENT
CARPENTER PROPERTIES, LLC - COLUMBIA COUNTY, FL

DESCRIPTION

Tuesday, February 09, 2010

ELLISVILLE WATER & SEWER EASEMENT - PARCEL 7

OWNER (per County tax roll): Carpenter Properties, LLC

Tax Parcel #09590-001

COMMENCE at the intersection of the East line of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and the Southerly Right-of-Way line of Interstate 75, said point being a point on a curve concave to the Southwest having a radius of 6769.49 feet and a central angle of 01°23'42"; thence Northwesterly along the arc of said curve, being also said Southerly Right-of-Way line of Interstate 75, a distance of 164.83 feet to the end of said curve; thence North 65°49'54" West along said Southerly Right-of-Way line of Interstate 75 a distance of 203.05 feet to a point on a curve, said curve having a radius of 1577.02 feet and a central angle of 09°23'22"; thence Northwesterly along the arc of said curve, still being said Southerly Right-of-Way line of Interstate 75, a distance of 258.44 feet to the end of said curve; thence North 84°57'06" West still along said Southerly Right-of-Way line of Interstate 75 a distance of 617.10 feet; thence South 58°48'54" West a distance of 73.03 feet to a point on the Easterly Right-of-Way line of U.S. Highway 441; thence South 01°01'17" East along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 589.82 feet; thence South 56°03'39" West still along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 7.35 feet to the POINT OF BEGINNING; thence South 00°55'58" East a distance of 173.88 feet; thence South 88°53'06" West a distance of 10.00 feet to a point on the Easterly Right-of-Way line of U.S. Highway 441; thence North 00°55'58" West along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 167.42 feet; thence North 56°03'39" East still along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 11.92 feet to the POINT OF BEGINNING. Containing 1707 square feet, more or less.

PREPARED BY:

Donald F. Lee & Associates
140 NW Ridgewood Avenue
Lake City, Florida 32055
Donald@dfla.com

UTILITY EASEMENT TO COLUMBIA COUNTY, FLORIDA

THIS UTILITY EASEMENT made this 24th day of February, 2011, by and between CARPENTER PROPERTIES, LLC, a Florida limited liability company, 837 SW Baya Drive, Lake City, Florida 32025, whose mailing address is _____,

hereinafter referred to as "Grantor", and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as "Grantee";

WITNESSETH:

That the said Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged by the parties, granted, bargained, and sold to the said Grantee, its heirs and assigns, forever, a non-exclusive, perpetual easement and right-of-way on, over, under and across real property in Columbia County, Florida, described in attached Exhibit "A" and incorporated herein by reference (the "Easement Property") for the purpose of constructing, installing, replacing, repairing, enlarging, expanding, maintaining and operating water, sewer, gas and communication lines, drainage facilities, and other public utility facilities, and related appurtenances (herein "Grantee's Facilities"), together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein. The subject property is not the homestead of the Grantor.

This granted easement shall be subject to the following restrictions:

1. No permanent buildings or trees shall be placed on the Easement property.
2. Grantor reserves for itself, its successors and assigns, the right to use of the Easement Property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted herein to the Grantee.
3. Any pipeline or utilities constructed and installed pursuant to this easement shall be laid and constructed in a good and workmanlike manner and with the exception of those appurtenances necessary in the operation of the utility lines, including, but not limited to, fire hydrants, valves and meters which must be installed above the surface, all lines shall be buried beneath the surface of the land.
4. Grantee will, at all times, when constructing, installing, repairing, replacing, maintaining and operating the utility lines, provided a safe and convenient means for ingress and egress from the public highway to and from the Grantor's adjacent property

for pedestrian and vehicular traffic.

5. Upon the completion of any construction and installation of the utility lines, or following any work relating to the repairing, replacing, or maintaining the utility lines, Grantee shall, at its expense, repair, restore, and level the surface of the Easement Property to its former condition, including, but not limited to, repairing and replacing any paved driveways or other areas of the Easement Property.

The rights herein granted to Grantee by Grantor specifically include: (a) the right for Grantee to patrol, inspect, alter, improve, repair, rebuild, enlarge, relocate and remove said facilities; (b) the right for Grantee to upgrade the quantity and type of distribution facilities; (c) the right of the Grantee to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation or maintenance of Grantee's Facilities; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's safe and efficient installation, operation and maintenance of Grantee's Facilities and the enjoyment and use of said easements for the purposes described above.

Grantor hereby covenants and agrees that no buildings, structures or obstacles (except fences and signs permitted by law advertising businesses) shall be located, constructed, excavated or created within the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Facilities. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement Property, they shall be erected in a manner not to interfere with the utility lines or to create or cause any damage to the lines. At any time it becomes necessary to repair, enlarge or to do any work in the maintenance of the utility lines, the Grantor will remove the signs during the time of such work so as not to interfere with any repairs or maintenance of the lines by Grantee.

Grantor covenants not to interfere with Grantee's Facilities within the Easement Area in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's Facilities by Grantor or by Grantor's agents or employees.

Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement as to Grantor's interest.

Scrivener makes no representations as to the legal description nor the quality of the legal title; and the said Grantor does hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever, to have and to hold from this day forth, in fee simple, forever.

IN WITNESS WHEREOF, the said Grantor hereunto set his hand and seal on the date given above.

Signed, sealed and delivered
in the presence of:

CARPENTER PROPERTIES, LLC

Eddie M. Anderson
Witness Signature
Eddie M. Anderson
Print or type name

Fletcher Kirby (SEAL)
Print: Fletcher Kirby, Manager

Donna H. Anderson
Witness Signature
Donna H. Anderson
Print or type name

Print: _____ (SEAL)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 24th day of February, 2011 by Fletcher Kirby, Manager of Grantor, who is/are personally known to me or who has/have produced _____ as identification.


(NOTARIAL
SEAL)
DONNA H. ANDERSON
MY COMMISSION # DD 666688
EXPIRES: June 13, 2011
Bonded Thru Budget Notary Services

Donna H. Anderson
Notary Public

My Commission Expires:

EXHIBIT A to UTILITY EASEMENT
CARPENTER PROPERTIES, LLC to COLUMBIA COUNTY, FL

DESCRIPTION

Tuesday, February 09, 2010

ELLISVILLE WATER & SEWER EASEMENT - PARCEL 7

OWNER (per County tax roll): Carpenter Properties, LLC

Tax Parcel #09590-001

COMMENCE at the intersection of the East line of Section 3, Township 6 South, Range 17 East, Columbia County, Florida and the Southerly Right-of-Way line of Interstate 75, said point being a point on a curve concave to the Southwest having a radius of 6769.49 feet and a central angle of 01°23'42"; thence Northwesterly along the arc of said curve, being also said Southerly Right-of-Way line of Interstate 75, a distance of 164.83 feet to the end of said curve; thence North 65°49'54" West along said Southerly Right-of-Way line of Interstate 75 a distance of 203.05 feet to a point on a curve, said curve having a radius of 1577.02 feet and a central angle of 09°23'22"; thence Northwesterly along the arc of said curve, still being said Southerly Right-of-Way line of Interstate 75, a distance of 258.44 feet to the end of said curve; thence North 84°57'06" West still along said Southerly Right-of-Way line of Interstate 75 a distance of 617.10 feet; thence South 58°48'54" West a distance of 73.03 feet to a point on the Easterly Right-of-Way line of U.S. Highway 441; thence South 01°01'17" East along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 589.82 feet; thence South 56°03'39" West still along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 7.35 feet to the POINT OF BEGINNING; thence South 00°55'58" East a distance of 173.88 feet; thence South 88°53'06" West a distance of 10.00 feet to a point on the Easterly Right-of-Way line of U.S. Highway 441; thence North 00°55'58" West along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 167.42 feet; thence North 56°03'39" East still along said Easterly Right-of-Way line of U.S. Highway 441 a distance of 11.92 feet to the POINT OF BEGINNING. Containing 1707 square feet, more or less.

PREPARED BY:

Donald F. Lee & Associates

140 NW Ridgewood Avenue

Lake City, Florida 32055

Donald@dfla.com

#19

Contract Number: 11-DS-9Z-03-22-01-

CFDA Number: 97.067

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Columbia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin October 1, 2010 and shall end April 30, 2013, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

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

and

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

(7) REPORTS

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

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

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Nikki Hines
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9894
Fax: 850-488-7842
Email: nikki.hines@em.myflorida.com

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

Shayne Morgan
P.O. Box 1787
Lake City, FL 32056-1787
Telephone: (386) 758-1125
Fax: (386) 752-9644
Email: shayne_morgan@columbiacountyfla.com

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advance

Attachment D - Reimbursement Check List

Attachment E– Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Statement of Assurances

(17) **FUNDING/CONSIDERATION**

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$49,798, subject to the availability of funds. Attachment D specifies the required documentation needed when submitting reimbursement under this agreement.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the approval of the Division and the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. In accordance with applicable OMB Circulars, interest earned must be remitted to the Division either annually or quarterly based on the year of the grant award. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for the advance payment. In addition to Attachment C, Recipients must also submit invoices, purchase orders, timesheets and other substantiating documentation for the advance payment to be considered.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

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

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

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment F) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

COLUMBIA COUNTY

By: _____

Name and title: Jody Dupree, Chairman

Date: 3/3/2011

FID# 59-6000564

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

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

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Homeland Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$49,798

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

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2009-10 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work

**SCOPE OF WORK MUST BE APPROVED BY LEGAL PRIOR TO SENDING EACH AGREEMENT
TO THE RECIPIENT**

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- ↓ However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

FY 2010 - State Homeland Security Grant Program – Issue 10	Columbia County	Issue 10 - Post Disaster Redevelopment Plan	\$34,798.00
		Issue 10 - Exercise Program (Functional)	\$15,000.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Budget Detail Worksheet - Eligible Activities				
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$34,798.00	\$34,798.00	10
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Other projects areas with prior approval from FEMA				
Issuance of WHTI-compliant tribal identification cards (HSGP only)				
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.	1	\$15,000.00	\$15,000.00	10

Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the <i>OJP Financial Guide</i> . States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the <i>OJP Financial Guide</i> . For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide .				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ↳ To assist with the management of the respective grant program ↳ To assist with application requirements of the grant program ↳ To assist with the compliancy with reporting and data collection as it may relate to the grant program 				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment , including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				

<p>The following are allowable only within the contract period:</p> <ul style="list-style-type: none"> ⬇ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ⬇ Leasing and/or renting of space for newly hired personnel to administer programs within the grant program. 				
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B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2010 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 10 - Local Planning, Training, and Exercises: The project provides domestic security-related/all-hazards and all-discipline funding support to Florida's 67 counties for planning, training and exercise projects. Each county chose an existing gap from a list of specific plans, NIMS-compliant training or exercises.

II. Categories and Eligible Activities

FY2010 allowable costs are divided into the following categories: **planning, exercises, management and administration** cost are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines*
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Conducting public education and outreach campaigns, including promoting individual, family, and business emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
- Integrating and coordinating public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils

- Citizen Corps volunteer programs and other activities to strengthen citizen participation
- Conducting public education campaigns including promoting individual, family, and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
- Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices

- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- Soft target security planning (e.g., public gatherings)
- Participating in the FEMA Gap Analysis Program

B. Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or parttime staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

Unauthorized exercise-related costs include:

- ↓ Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- ↓ Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

Exercise Requirements

Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtml>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

States are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations. Exercise scenarios should also be based on the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- **Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at <https://hseep.dhs.gov>. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.
- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

- C. **Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliance with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even

though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at <http://www.ojp.usdoj.gov/FinGuide>).

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

D. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

E. Construction and Renovation

Use of HSGP funds for construction and renovation is generally prohibited except as outlined below. Such construction and renovation shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities.

Project construction and renovation not exceeding \$1,000,000 is allowable, as deemed necessary. The following types of projects are considered to constitute construction or renovation, and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security.
- Physical security enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329), communications towers are not subject to the \$1,000,000 construction and renovation cap.

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at <http://www.fema.gov/plar/ehp/>.

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

F. Overtime and Backfill Guidance

Overtime – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.

Backfill-related Overtime – Also called "Overtime as Backfill," these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

G. National Incident Management System (NIMS) Compliance

HSPD-5, "Management of Domestic Incidents," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."

The NIMS Integration Center (NIC) recommends 38 NIMS Compliance Objectives for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at

www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.

Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtml.

Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at <http://www.fema.gov/emergency/nims/>.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise but the SAA, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31.

Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:

Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;
Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;

Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- ↓ Equipment selection or available vendors
- ↓ Eligibility of items or services
- ↓ Coordination and partnership with other agencies within or outside the region or discipline
- ↓ Record Keeping
- ↓ Reporting Requirements
- ↓ Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Nikki Hines FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9894 nikki.hines@em.myflorida.com	Tara Walters FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 410-1391 Tara.walters@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) Section 1352, Title 31, US Code
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Special Conditions

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
 - A. Administrative Requirements
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 - Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

➤ OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

2. 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 FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligation or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CPB/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.
6. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
7. In the event FEMA determines that changes are necessary to the award document after and award, including changes to the period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via email to ASK-GMD@dhs.gov if you have any questions.
8. A. Provisions applicable to a recipient that is a private entity.

1. You, as the recipient, your employees, subrecipients under this award and subrecipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- 1. Is s determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

9. C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

C. Definitions. For purposed of this award term:

- 1. "Employee" means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are

contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

E. "Forced Labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

1. "Private entity" means:

a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.

b. Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

2. "Severe forms of trafficking in persons", "commercial sex act", and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.

C. Where an award recipient has been approved for and has access to classified national security information, no funding under is award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by State and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.

E. Immediately upon determination by the award recipient that funding under this award will be used to support such contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contract information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, DC 20528

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes and Division approval.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY	(B) FFY	(C) FFY	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ Immediate contract expenditures must be supported through Invoices, purchase orders, timesheets and/or other substantiating documentation and cannot exceed the expected cash needs of the recipient within the initial three months. Expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- ☐ Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- ☐ Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2010-2011 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D
Reimbursement Check List

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contractor been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and Organization as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof

attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- ☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

- ☐ 1. Contributions are from Non Federal funding sources.
- ☐ 2. Contributions are from cash or in-kind contributions which may include training investments.
- ☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

- ☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?
- ☐ 4. Has Form 3 been signed by the Grant Manager?
- ☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?
- ☐ 6. Have the quantity and unit cost been notated on Form 4b?

Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment F



Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

Attachment G
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, 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 Federal grantor agency 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.

10. It will comply, and assure the compliance of all its subgrantees and 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 Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply 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.

16. **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)** 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.

#20

Contract Number 11RC-62-02-49-01-_____

Project Code: 2011-013

CFSA: 52.016

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Columbia County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end June 30, 2011 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific

audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

(c) The close-out report is due 30 days after termination of this Agreement or 30 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make

payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

law.

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Dexter Harrell
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9820
Fax: 850-413-9857
Email: dexter.harrell@em.myflorida.com

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

Mr. Shayne Morgan, County EM Director
263 NW Lake City Ave. P.O. Box 1787
Lake City, FL 32056
Telephone: 386-758-1125
Fax: 386-752-9644
Email: Shayne_Morgan@columbiacountyfla.com

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement
Attachment E – Justification of Advance
Attachment F – Quarterly Report Form
Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

(17) **FUNDING/CONSIDERATION**

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$45,200.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment of \$_____ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

(18) **REPAYMENTS**

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

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public

transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be

publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: **Residential Construction Mitigation Program**

Catalog of State Financial Assistance number : **52.016**

Amount of State Funding: **\$45,200.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Only the goods and services described within the attached Agreement and Attachment A are eligible expenditures for the funds awarded.

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget and Scope of Work

Scope of Work

The objective of this initiative is to fulfill FEMA recommendations and provide Columbia County with the recommended components of the risk and vulnerability assessment, a key part of which will be the robust residential mitigation inventory with which to improve its strategy and identify projects to best use limited resources.

The scope of work details the steps needed to implement these FEMA recommendations:

1. Inventory current structures (to include details of the residential building stock), landmarks, infrastructure, and critical infrastructure located in hazardous areas and vulnerable to wind-related hazards
2. Inventory future building stock, landmarks, infrastructure, and critical infrastructure located in hazardous areas and vulnerable to wind-related hazards, as identified in the future land use map (FLUM) and through building permits and development trends
3. Determine methodology to most accurately calculate potential dollars lost to current and future objects identified in #1 and #2 above.
4. Calculate the potential dollars lost to current objects identified in #1 above for each hazard.
5. Calculate the potential dollars lost to future objects identified in #2 above for each hazard.
6. Produce a land use map indicating current and expected development trends and losses.
7. Produce projection based on full development of all land in accordance with existing land use regulations.
8. Produce a land use map which is expected to minimize these damages for recommended incorporation into the Columbia County Comprehensive Plan and FLUM.
9. Incorporate this portion of the risk assessment into the mitigation strategy by convening the LMSWG and identifying any changes/additions that need to be made to the strategy and/or list of projects.
10. Identify specific initiatives, especially those that will best address residential wind hazard vulnerabilities, integrate these initiatives into the priority list, and develop some level of scope for the new projects to facilitate their implementation.

Project Outputs

A FEMA and State approved risk and vulnerability assessment which addresses the recommendations identified in FEMA guidance (outlined above) to include the following:

- A. A description of vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas.
- B. A description of vulnerability in terms of an estimate to potential dollar losses to vulnerable structures identified above in hazard areas and a description of the **methodology** used to prepare the estimate.
- C. A description of vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions. A description of the methodology used to prepare this information must be included.

Deliverables will include:

1. Current and future stock inventories. This inventory will rank the vulnerability of different types of structures by hazard, as well as help prioritize them for mitigation/attention. The inventory will provide calculations of potential dollars lost and identify stock at the highest risk.

2. Land Use Maps

a. Land use map indicating current and expected/forecasted development trends and losses.

b. A land use map which is expected to minimize these damages for recommended incorporation into the Columbia County Comprehensive Plan and FLUM.

3. Preliminary Project Scopes that will result from the identification of vulnerabilities and strategies to address them.

Time frame

- Commencement: November 2011
- Assessment Completion: March 2011
- State Approval: May 2011*
- FEMA Approval: June 2011*

*Columbia County will provide any needed adjustments to the assessment and the plan within 3 weeks of any State response.

All deliverables must be received and approved by the Division by June 30, 2011.

Budget

Expenditure Categories	Cash Match A	In-Kind Services Match B	Total Grantee Cost A+B=C	RCMP Award D	TOTAL Project Cost C+D=E
1. Salary and Benefits		\$14,065	\$14,065		\$14,065
2. Other Personal/Contractual Services				\$43,700	\$43,700
3. Administrative Expenses					
4. Expenses	\$500		\$500	\$1,500	\$2,000
5. Operating Capital Outlay					
6. Fixed Capital Outlay					

TOTAL EXPENDITURES	\$500	\$14,065	\$14,565	\$45,200	\$60,265
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Justification of Line Items

1. Other Personal / Contractual Services: The activities identified in this budget and application may require contractual services which would be procured to supplement the required skills and knowledge needed to complete this project. Approximately 240 hrs.

2. Expenses: Costs for printing, travel, materials, equipment.

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes

44 CFR Part 201

- (1) OMB Circular No. A-110
- (2) OMB Circular No. A-87
- (3) OMB Circular No. A-21
- (4) OMB Circular No. A-122
- (5) OMB Circular No. A-133
- (6) American's With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 seq.)
- (7) Cash Management Improvement Act of 1990
- (8) Immigration and Nationality Act Section 274A(e)

Attachment C
Statement of Assurances

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Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: Columbia County Board of County Commissioners

ADDRESS: 263 NW Lake City Ave. P.O. Box 1787

CITY, STATE, ZIP CODE: Lake City, FL 32056

Project Code: 2011-012

PAYMENT No: _____

DEM Agreement No: 11RC-62-03-22-01-

SALARY AND BENEFIT	OTHER PERSONAL/ CONTRACTUAL SERVICES	ADMIN EXPENSES	EXPENSES	OPERATING CAPITAL OUTLAY	PREVIOUS PAYMENT	TOTAL CLAIM AMOUNT	DCA USE ONLY	
							APPROVED	COMMENTS

TOTAL CURRENT REQUEST \$ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL \$ _____

ADMINISTRATIVE COST \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT \$ _____

DATE

DETAIL OF SALARY AND BENEFIT

22

Attachment D-2

DETAIL OF OTHER PERSONAL/CONTRACTUAL SERVICES

Subgrantee: Columbia County Board of County Commissioners		DEM Agreement No: 11RC-62-03-22-01-		Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount
Page Total				

Attachment D-3

DETAIL OF ADMINISTRATIVE EXPENSES

Subgrantee: Columbia County Board of County Commissioners		DEM Agreement No: 11RC-62-03-22-01-			Claim Number:
Vendor	Description of Services Provided	Date Paid	Check Number	Amount	
Page Total					

DETAIL OF EXPENSES

25.

Attachment C-5

DETAIL OF FIXED CAPITAL OUTLAY

[illegible]

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

☐ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet.

	DESCRIPTION	(A) FFY 2007-2008	(B) FFY 2008-2009	(C) FFY 2009-2010	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{RCMP Award (Do not include match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- ☐ Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- ☐ Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2009-2010----- Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment E-1

Justification of Advance Payment

1. Where to submit Advance Payment Requests:

Florida Division of Emergency Management
Bureau of Mitigation
Residential Construction Mitigation Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

2. Required Information:

A. *First time recipients:*

Must provide estimation (with justification/rationale) of expenditures for the first three months of the contract.

B. *Continuing Recipients:*

Must provide data comparing prior year expenditures to advance payments received. (3 years if applicable).

DIRECTIONS FOR COMPLETING ADVANCE PAYMENT JUSTIFICATION FORM

3. Lines 1-5

Columns 1-3: - Enter SFY/FFY for each column in which data will be reported.

- For lines 1-4, enter the first three months expenditures for each previous fiscal year.
- Total the expenditures for each column and enter totals on Line. 5.

Column 4: - Total the expenditures for each line item and enter the sum in Column 4.

Column 5: - For each line item, divide the total entered in Column 4 by 3 and enter the total (average) in Column 5.

5. Lines 6-8

Columns 6-10 - Enter SFY/FFY for each column in which data will be reported.

Line 6: Enter the total advance received from each fiscal year. Enter total for all columns in Column 9.

Divide the total entered in Column 9 by 3 and enter the total (average) in Column 10.

Line 7: Enter the totals from Line 5 above for Columns 6-10.

Line 8: For each column, subtract Line 6 from Line 7 and enter the difference on Line 8 for the appropriate fiscal year, total and average.

Lines 6 and 7: Divide the totals listed in column 9 by 3 and enter the total (average) in column 10.

6. Advance Payment Request - Go to Line 7, column 10. This amount is the average total expense for the prior year contracts and should be considered when determining the projected advance payment amount.

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: Columbia County Board of County Commissioners Project Number: 2011-012

PROJECT LOCATION: _____ DEM ID #: 11RC-62-03-22-01-

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

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

Competition.

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment H



Contractor Covered Transactions

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

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

#21

**Columbia County
Combined
Communications
Center**

Memo

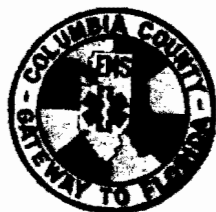
To: Board of County Commissioners
From: Sandy Waschek, 911 Director
CC:
Date: 2/17/2011
Re: SOP

This is a request to place the Columbia County Combined Communications Center SOP on the Board agenda. I am requesting Board approval of the SOP.

Thank you,

S. Waschek

Columbia County Combined Communications Center



Departmental SOP

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Columbia County Combined Communications Center	
Title: Organizational Structure	Section: 1
Effective:	Revised:
Amends/Rescinds:	

CONTENTS:

<i>Organization Components</i>	<i>1</i>
<i>Communications Section Position Descriptions</i>	<i>2</i>
<i>Duties of the 9-1-1 Communications Center Manager</i>	<i>3</i>
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Purpose: The purpose of this directive is to describe the organizational philosophy and structure of the Communications Center and delineate the purpose and functions of its various components.

Discussion: The extent of the various services that the 911 Communications Center provides requires the 9-1-1 Communications Center Manager to develop a plausible plan wherein these duties are equitably apportioned among the members.

Policy: It is the policy of the Communications Section of the Columbia County Board of County Commissioners, to coordinate the delivery of Law Enforcement, EMS, and Fire Services with requests from citizens, department personnel, or outside agencies. The goal of the Communications Section is to meet its responsibilities to the citizens of the community by providing the best professional law enforcement, public safety and welfare services attainable by managing the required resources in the most effective and efficient manner possible.

Mission:

It is the mission of the Columbia County Combined Communications Center to provide 9-1-1 emergency telephone service to the community. In response to a request for law enforcement, fire, or medical assistance, it is the responsibility of the Section to dispatch Field Services Officers, Fire Department Personnel, EMS, or other required services; utilizing radio, telephone, alarm monitoring, or digital communications equipment in accordance with established Federal, State, or Local guidelines.

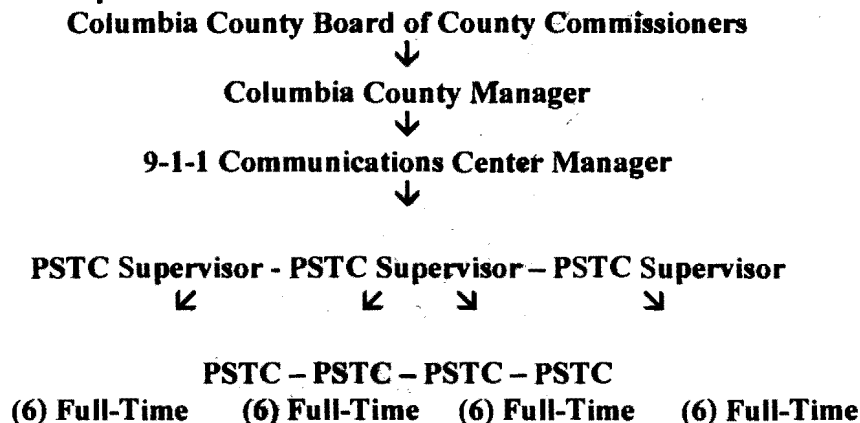
Mission Statement:

"Whereas every man, woman, and child in our community knows "9-1-1" as a lifeline, a last resort for help;

- & We will promptly answer each call for service.
- & We will be caring listeners.
- & We will resolve issues, send help, and offer assistance.
- & We will give direction to those who are lost.
- & We will offer calm in the face of danger and crisis.
- & We will show compassion in the face of grief.

To all people in need we pledge this: First call, every call."

1) Organization Components



2) Communications Section Position Descriptions

- a) In order to accomplish the mission of the Communications Section and conduct daily business in an orderly manner, specific position descriptions have been developed to delineate the responsibilities associated with the positions within the Section.

3) Duties of the 9-1-1 Communications Center Manager

- a) The Communications Section is supervised by the 9-1-1 Communications Center Manager. This position is responsible for supervision of a major group of members assigned to the Communications Section and reports directly to the County Manager.
- b) Insures the proper scheduling of personnel and that on-the-job training is accomplished.
- c) Complies with FCIC/NCIC, and E9-1-1 rules and regulations.
- d) Resolves problems and complaints that may arise between 9-1-1 Public Safety Telecommunicators, Supervisors, other agencies, or the public.
- e) Disseminates new information to members, as it becomes necessary.
- f) Insures 9-1-1 Public Safety Telecommunicator training meets departmental regulations.

- g) Develops, updates and maintains Communications Standard Operating Procedure manual, training manuals, and Administrative Directives.
- h) Coordinates remedial training as necessary.
- i) Monitors schedules and leave requests to ensure proper manning of squads.
- j) Coordinates interaction with other department components and other agencies.
- k) Plans and prepares monthly reports, annual section reviews, and budgets as requested.
- l) Performs related work as required.

4) Duties of the 9-1-1 Public Safety Telecommunicator Supervisor

- a) This is highly skilled work in the supervision and operation of a consolidated Public Safety Communications Center and Enhanced 9-1-1 Public Safety Answering Point.
- b) Work involves the direct supervision of up to six (6) 9-1-1 Public Safety Telecommunicators on an assigned shift in a seven- (7) day per week, twenty-four (24) hours per day operation.
 - i) Responsibility includes, but is not limited to, conducting/monitoring training, writing evaluations, monitoring all on-going operations. This person must have the demonstrated ability to function calmly under extreme stress in potential life threatening situations and must be proficient in the detailed operations of associated communications center equipment.
- c) Illustrative Examples of Duties
 - i) Monitors the training of all newly assigned personnel on their shift, assists in their daily evaluations, and provides completed evaluations to the 9-1-1 Communications Center Manager on a weekly basis.
 - ii) Supervises all activities of the 9-1-1 Public Safety Telecommunicators assigned to their shift.
 - iii) Conducts written evaluations and reviews job performance through personal interviews with each assigned 9-1-1 public Safety Telecommunicator as needed.
 - iv) Supervises the operations of a complex Computer Aided Dispatch System which functions for LEO, Fire, and EMS response.
 - v) Supervises the Enhanced 9-1-1 Public Safety Answering Point positions, maintaining all required logs, records, forms, and submits all required reports according to Federal and State law.
- d) Performs Administrative Duties as follows:
 - i) Maintains accurate attendance records of 9-1-1 Public Safety Telecommunicators assigned to their shift.
 - ii) Takes any disciplinary action as appropriate.
 - iii) Coordinates needs and problems with the 9-1-1 Communications Center Manager.
 - iv) Mediates problems encountered on their shift relative to other divisions or agencies.
 - v) Ensures all 9-1-1 Public Safety Telecommunicators on their shift operate in accordance with local, state, and federal, policies and guidelines.
 - vi) Identifies and submits budgetary needs as appropriate.
 - vii) Identifies, submits, and takes appropriate follow-up action on the maintenance of all associated equipment within the Communications Center.

- viii) Ensures cleanliness of the entire Communications Center and associated work environment while on their shift.
- ix) Performs related duties as required.
- x) Performs proper scheduling of assigned personnel.
- xi) Conducts interviews for new members per hiring review board assignment.
- xii) Schedules leave requests and overtime as directed.
- e) Essential Knowledge, Skills, and Abilities
 - i) Extensive knowledge of LEO, Fire, and EMS, organizations and operations.
 - ii) Detailed knowledge of the operating characteristics, practices, and procedures of the equipment associated with a Public Safety Communications Center/Enhanced 9-1-1 Public Safety Answering Point.
 - iii) Extensive knowledge of human relations and established management practices as applied to the work force.
 - iv) A demonstrated ability to operate under adverse and emergency conditions, and to deal effectively and harmoniously with other members, agencies, or the public.
 - v) Must be proficient in the application and interpretation of written policies and oral directives, as well as acceptance of such policies and directives.
 - vi) Must be precise in record keeping and miscellaneous administrative duties.
 - vii) Must have a detailed working knowledge of the names and locations of streets, and the boundaries of the corporate city limits as well as the total emergency response area.
- f) Minimum Education and Experience
 - i) Graduation from high school and three years of experience in the Public Safety Communications field. Experience that is determined to be directly related and equivalent to the specified requirements may be substituted.

5) Acting Supervisor

- a) When the 9-1-1 Public Safety Telecommunicator Supervisor is absent and a substitute is needed on the squad, it is a policy to select a member to act in the capacity of 9-1-1 Public Safety Telecommunicator Supervisor until the assigned supervisor returns. This selection will be made by the 9-1-1 Public Safety Telecommunicator Supervisor and should include but not be limited to the following criteria.
 - i) Time in grade, experience, and proficiency as a 9-1-1 Public Safety Telecommunicator and personal demeanor.
 - ii) Acting supervisors serve at the discretion of the 9-1-1 Public Safety Telecommunicator Supervisor and can be removed at anytime without notice.
 - iii) Acting supervisors are not limited in the number of individuals used in this capacity and are encouraged to use it as a method to train potential supervisor candidates.
 - iv) Acting supervisors will be afforded all courtesies and privileges regular squad supervisors receive.
 - v) Appreciating their temporary role, Acting Supervisors will not administer matters of discipline. Instead, they will document all incidents, to include their recommendations, and forward same through their supervisor for investigation.

6) Duties of the 9-1-1 Public Safety Telecommunicator

- a) This is skilled telecommunications work of more than average difficulty in the operation of equipment associated with a consolidated Public Safety Communications Center and Enhanced 9-1-1 Public Safety Answering Point.
- b) Work involves the responsibility of operating equipment to receive and/or respond to emergency and non-emergency requests for assistance/information on an assigned shift in a seven (7) day per week, twenty-four (24) hour per day operation. The nature of this work requires the exercising of initiative, using independent and sound judgment in handling emergency situations, and the ability to function calmly under extreme stress in potential life threatening situations. Employees work under the direction of a 9-1-1 Public Safety Telecommunicator Supervisor who evaluates job performance on a daily basis.

c) Illustrative Examples of Duties

- i) Operates a multi-line telephone system to answer incoming calls, interviews callers to determine nature of request, classifies the request and determines the response needed.
- ii) Contacts ambulance service, hospitals, wrecker service and other agencies.
- iii) Answers routine incoming calls, connects callers to proper departments, and answers routine questions.
- iv) Operates a complex Computer Aided Dispatch System, which functions for LEO, EMS, and fire emergency response.
- v) Operates the Florida Crime Information Center (FCIC) computer terminal to access other agencies, obtain or input information pertaining to on-going investigations.
- vi) Operates a radio console to inform/dispatch the proper LEO/Fire/EMS personnel and equipment to scenes of emergencies or crime.
- vii) Utilizes the Computer Aided Dispatch system to notify the dispatch of requests for service, to maintain control and to record the activities of all dispatches or calls for service.
- viii) May be required to train newly hired personnel who have been assigned to them and submit weekly written evaluations.
- ix) Operates an Enhanced 9-1-1 Public Safety Answering Point position maintaining all required logs, records, forms, and assists in submitting all required reports according to Federal and State law.
- x) Makes decisions that could affect lives and property. These decisions are based on the requirements of County, State, and Federal law.
- xi) Performs related duties as required.

d) Essential Knowledge, Skills and Abilities

- i) Knowledge of public safety organizations and operations.
- ii) Knowledge of the operating characteristics, practices, and procedures of the equipment associated with a Public Safety Communications Center/Enhanced 9-1-1 Public Safety Answering Point.
- iii) Ability to operate under adverse and emergency conditions and to deal effectively and harmoniously with other members, agencies, and the public.
- iv) Ability to interpret and apply written policies and oral directives.

- v) Ability to keep records and to do miscellaneous routine clerical work.
- vi) Knowledge of general office equipment and telephone practices, procedures, and equipment.
- vii) Knowledge of the names and locations of streets and principle buildings in the County, or the ability to rapidly acquire such knowledge in a reasonable period of time.
- viii) Ability to learn, within a reasonable period, the applicable procedures, techniques, and regulations involved in the operations of a LEO/Fire/EMS Communications Center.
- ix) Ability to pass a standard typing test by typing a minimum of thirty-five (35) words per minute.
- x) Ability to operate a two-way radio system and communicate effectively with personnel in the field.
- xi) Ability to establish and maintain effective relationships with other members, agencies, and the public.
- e) Minimum Education and Experience
 - i) Graduation from high school and six months of experience in general clerical work and typing. Experience that is determined to be directly related and equivalent to the foregoing specified requirements substituted.

COLUMBIA COUNTY COMBINED COMMUNICATIONS CENTER

Title: Staffing Guidelines	Section: 2
Effective:	Revised:
Amends/Rescinds:	

Contents:

<i>Hours of Operation:</i>	<i>1</i>
<i>Minimum Staffing:</i>	<i>2</i>
<i>Shift Bid</i>	<i>3</i>
<i>Member Leave:</i>	<i>4</i>
<i>Sick Leave:</i>	<i>5</i>
<i>Unauthorized Absence From Duty:</i>	<i>6</i>
<i>Tardiness:</i>	<i>7</i>
<i>Overtime</i>	<i>8</i>

1) Hours of Operation:

- a) The Communications Section operates 24 hours per day, 7 days per week. Personnel may be required to work odd hours, holidays, and weekends. Shift work is a condition of employment.
- b) The normal shift hours are as follows:
 - i) Alpha Shift 1800-0600
 - ii) Bravo Shift 0600-1800
 - iii) Charlie Shift 1800-0600
 - iv) Delta Shift 0600-1800

2) Minimum Staffing:

- i) In order to provide station coverage and relief, all squads will operate with no less than five (5) emergency communications personnel. This will provide one (1) member the opportunity for advanced approved leave at any given time.
- ii) **Exception** (4) person minimum, to include the supervisor, is permitted on any actual Columbia County Board of County Commissioners recognized Holiday. The additional person off can NOT require additional overtime. This is based on calls for service analysis showing a decrease in calls during this time.
- b) Supervisors may authorize overtime to compensate for vacancies due to the following circumstances:
 - resignation/termination of member(s)
 - new hires in training
 - Sick Leave/Family Medical Leave

- Training
- Jury duty, when such situations would prohibit other shift personnel from utilizing leave.
- Bereavement

3) Shift Bid:

- Bid will be by seniority. Shift will be set for 90 days, and then a rebid will be done.

4) Member Leave:

- Will go by Columbia County Board of County Commissioners Policy and Procedure.

5) Sick Leave/Family Medical Leave:

- a) Members will use sick leave and family medical leave in accordance with the Board of County Commissioners Policy and Procedure Manual.
- b) Members will speak with the on-duty Data Base Coordinator, 9-1-1 Public Safety Telecommunicator Supervisor, or acting-supervisor, thereby establishing an oral communication *and* confirmation of the member's request to utilize sick leave. A leave slip shall be completed indicating a member called in sick. The form will be coded sick leave. The information received by the Data Bases Coordinator, squad supervisor, acting-supervisor or other on-duty personnel will be promptly documented *and* communicate to the affected squad supervisor.
- c) Notification, if possible, shall be made two (2) hours prior to shift. This provides time to locate a replacement.
- d) Management may contact the affected member during the course of the sick leave. Members are required to respond to these contacts.
- e) Sick leave longer than three (3) working days may require a legible doctors' note, submitted to member's supervisor, upon return to duty.

6) Unauthorized Absence From Duty:

- a) Personnel absent from duty without authorization may be subject to disciplinary actions.
- b) Three days without notice constitutes abandonment of position.

7) Tardiness:

- a) When a member is going to be late for work he/she will call in to report that he/she will be late. Employees should speak directly to the on-duty 9-1-1 Public Safety Telecommunicator Supervisor.
Prior to the end of the shift, tardy employees will submit a memo to their 9-1-1 Public Safety Telecommunicator Supervisor. This memo will indicate the time they reported for duty and the reason they were late.

8) Overtime:

- a) Any full time non exempt staff member who works in excess of 40 hours per week shall be eligible for overtime compensation.
- b) The shift schedule is placed in the Communications Center approximately two weeks prior to the effective date. The Data Base Coordinator will review the shift schedule and post any known overtime.
- c) Priority for posted overtime for Communications will be given first come first serve basis.

- d) Members who have signed up for overtime accept the responsibility for that vacancy.
- e) If the member who signed up for overtime is unable to fulfill that obligation, it is their responsibility to find a replacement.
- f) 9-1-1 Public Safety Telecommunicator Supervisors are permitted to work overtime.
 - i) 9-1-1 public Safety Telecommunicator Supervisors working on a squad other than their own will answer to that squad's supervisor, regardless of seniority status.
 - ii) In the absence of that squad's supervisor, the 9-1-1 Public Safety Telecommunicator Supervisor working overtime will assume that role for the duration of their stay.
 - iii) All matters of discipline or commendation will be forwarded in writing to the Communications Center Manager for disposition.
- g) When the vacated position is not filled, which results in staffing under minimum standards, members on duty may be held over to meet operational needs.
- h) When members work overtime, a Compensation Request form must be approved by the on-duty 9-1-1 Public Safety Telecommunicator Supervisor. This is documentation that the member was here as stated and that the overtime was approved.
- i) It is the responsibility of the member working the overtime to ensure the Compensation Request form is completed correctly and submitted.

Columbia County Combined Communications Center	
Title: Administration	Section: 3
Effective:	Revised:
Amends/Rescinds:	

Contents:

Administrative Directives	1
Uniform Discription	2
Supervisor Folders	3
Relief by On-Coming Shift	4
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Hiring Review Board	6
Pay Checks	7
On-the-Job Injury Report	8
Ride Along Program	9
Food and Beverage in the Communications Center	10
Cleanliness of Work Area	11
Non-Job Related Activities in the Communications Center	12
Lockers	13
Supervisor Checklist	14

1) Administrative Directives

- a) Each 9-1-1 Public Safety Telecommunicator Supervisor will maintain a manual containing issued policy and procedural memoranda, the scope of which enhance agency General Orders and Section SOPs.
- b) 9-1-1 Public Safety Telecommunicator Supervisors are responsible for maintaining this manual and an index of memos contained therein.
- c) 9-1-1 Public Safety Telecommunicator Supervisors will create a method of accountability to ensure their personnel are aware of policy changes affecting them as individuals.

2) Uniform Description

- a) Assigned Regular Duty.
 - i) 9-1-1 Public Safety Telecommunicator members will be issued department shirts after release from training on all positions. Trainees will wear casual shirt and pants. No shorts or flip flops. Closed toe shoes. Denim is allowed with no holes or fray.
 - ii) Upon successful completion of training, 9-1-1 PST members will receive 3 uniform shirts. (members may order more at the cost to the employee). Closed toe black shoes will be worn with the issued uniform.

- iii) The uniform must be worn, unless otherwise approved by the 9-1-1 Communication Center Manager. Civilian attire (as defined in the Department SOP) may be worn *only* when approved by the 9-1-1 Communication Center Manager or higher authority.
- iv) The uniform may be changed or altered for approved medical reason accompanied by a physician's note or by prior approval by the 9-1-1 Communication Center Manager.

General Requirements:

- All members shall wear the appropriate uniform while on duty.
- Uniforms shall not be worn while off duty.
- Uniformed members of the department shall report for duty in the described uniform.
- Only uniforms approved by the department shall be worn while on duty or at other times identified herein as appropriate.
- Uniforms shall be kept clean, neat, and in proper state of repair. Faded, frayed, and worn-out items shall not be worn.
- Employees shall be issued three uniform shirts. The anticipated replacement schedule will be every six (6) months.
- If a uniform is to be replaced because of the employee's negligence, the employee will be responsible for the replacement and cost of the shirt.

Uniform Description:

- Short sleeve polo shirt with current logo. Old uniform shirts are not allowed.
- A Docker type pants and/or jeans. The Docker type pants can be any color, as long as they are in clean and neat condition. Jeans will also be clean and neat with no holes or fraying. Capri pants and jean Capri's are permitted as long as they are in clean neat condition. There will be no sweat pants, leggings, nor shorts.
- Black shoes. Acceptable shoes include tennis shoes, or any closed toe black shoe. No flip flops.

3) Supervisor Folders

- a) Folders for each Communications Supervisor are maintained in the Supervisor's office so that items/information pertaining to them, or to persons on their shift, may be placed for distribution.
- b) The on-duty supervisor is expected to check the folder at the beginning of each shift.
- c) Items for persons on that shift should be distributed as soon as possible.

4) Relief by On-Coming Shift

- a) Each employee shall remain at his/her station until relieved by the on-coming shift or advised differently by the 9-1-1 Public Safety Telecommunicator Supervisor.
- b) Employees will be required to brief their on-coming relief of any current activity that should be brought to their attention and any equipment malfunctions.
 - i) The relieving employee accepts full responsibility for the position once relief is accomplished.
- c) All employees must sign on to the CAD System when they relieve the off-going shift or when they relieve for a break.
 - i) The sign on command is important for the audit trail and to the individual employee as well.
 - ii) The sign on command at the radio dispatch positions satisfies a FCC, rule but its requirement is at all positions.

5) Electronic Mail

- a) It is the intent of the Columbia County Board of County Commissioners to provide Internet/Electronic mail (E-mail) access to employees who have a demonstrable need. While using the Internet/E-mail, the employee is representing the County at all times and will abide by the Columbia County Board of County Commissioner Policy and Procedure.
- b) Internet
 - i) Employees must abide by the Columbia County Board of County Commissioners' Policy and Procedure.

6) Hiring Review Board

- a) A review panel acting under the authority of the County Manager shall convene for the purpose of interviewing new applicants for the position of 9-1-1 Public Safety Telecommunicator, full-time or part-time.
- b) The board shall consist of the following Department personnel
 - i) 9-1-1 Communications Center Manager
 - ii) Human Resource Director
 - iii) Another Department Head
- c) For qualified applicants to be further considered for employment as a 9-1-1 Public Safety Telecommunicator, they must successfully complete the following:
 - i) Background investigation
 - ii) Panel Interview
 - iii) Drug screening
 - iv) Physical Agilities
 - v) Fingerprinting
 - (1) The physical, drug screen, and criminal history are conducted only after a conditional offer of employment has been offered to the applicant.
- d) The board shall forward hiring recommendations to the County Manager for his/her final decision.
- e) The Human Resource Director shall determine the hiring date for the newly hired 911 Public Safety Telecommunicators.

7) Pay Checks

- a) Paychecks for any given period are normally issued, after 1000 hours, on the Thursday following the end of the pay period.
- b) Employees are required to pick up their paycheck in person. On those occasions when a member may be unable to pick up their paycheck another person may, with prior authorization, pick up the check.

8) On-the-Job Injury Report

- a) The on-duty 9-1-1 Public Safety Telecommunicator Supervisor is responsible for reporting any injury that occurs on their shift.

9) Ride Along Program Sheriff/Fire/EMS

- a) When a Communications employee wishes to participate in the Ride-Along Program, the request must be submitted through the proper chain of command and approved prior to the ride.
- b) Communications personnel must be in their official uniform when participating in the Ride-Along Program.
- c) The 9-1-1 Public Safety Telecommunicator participating in the Ride-Along program may be called back to the Communications Center in the event emergency overtime is required.

10) Food and Beverage in the Communications Center

- a) Non-alcoholic beverages, in approved (spill proof) containers, may be consumed in the Communications Center.
- b) Food is conditionally allowed in the Communications Center.

Because of the sensitivity of the communication center equipment, food will not be consumed at the consoles. Food should be eaten at the table provided in the communication center.

11) Cleanliness of Work Area

- a) It shall be the responsibility of 911 employees to clean their work areas immediately prior to the completion of their shift.
 - i) Upon relieving, the on-coming employee accepts responsibility for the cleanliness of the work area.
- b) The Communications break area is for the convenience and use of all personnel. Each shift is responsible for the appearance of the break area. The counter and table should be kept clean; spills should be wiped clean immediately. Eating utensils and drink containers should not be left dirty in the sink.
- c) The oncoming 9-1-1 Public Safety Telecommunication Supervisor accepts responsibility for the cleanliness of the break area when the off going shift has been released.

12) Non-Job Related Activities in the Communications Center

- a) Non-job related activities are allowed within the Communications Center by 9-1-1 PST who is released from all phases of training.
- b) Non-job related activities include reading and forms of sewing, to include knitting and needle point, and the use of personal electronics such as televisions, laptop computers and stereos.
 - i) Personal electronics shall not be connected to any Columbia County telephone line.
- c) These activities shall not interfere with work in any way.
- d) All employees working in the Communications Center are expected to use good judgment in choosing the type of non-job related material which is brought in so as not to offend others around them.
- e) Keep in mind there are sometimes persons wishing to view the operations of the Communications Center without advance notice being given.
- f) Each employee will assure their duty position is clean and free from any of these items prior to turning it over to those who relieve them.
- g) The 9-1-1 Public Safety Telecommunicator Supervisor has the responsibility and authority to deny these activities.

13) Lockers

- a) Each employee is issued a locker to be used for storing items such as manuals, headsets, purses, jackets, etc.
- b) The Data Base Coordinator issues lockers.
 - i) Locker information is maintained in the Communications Personnel database.
- c) Employees may furnish their own lock to secure the locker.
- d) Each locker should have only the employee's name affixed to the outside.

14) Supervisor Checklist

Effective immediately, equipment, supplies and performance in the Communications Center will be checked on a daily, weekly and monthly basis.

It is the Supervisor's and/or Acting Supervisor's responsibility to ensure that all equipment is in working order and supplies are adequately stocked. As close to the beginning of the shift as possible, each shift/acting supervisor shall physically check each item. If equipment is broken or malfunctioning, and if immediate attention is required, the supervisor shall call out the proper personnel. It will also be reported to the 9-1-1 Communication Center Manager in the form of e-mail.

Columbia County Combined Communications Center	
Title: Fire	Section: 4
Effective:	Revised:
Amends/Rescinds:	

Types of response:

- **Single Units**
 - Minor MVA, Rescue Assist, Car Fires
 - a. First due responds with QR/Squad and two personnel
 - b. Extra personnel can stand-by with an engine or tanker at station to cover district unless upgraded.
- **Multi Unit**
 - Extrication Upgrade
 - MVA with confirmed entrapment gets MVA response plus
 - a. Second QR/Squad from second closest district and an engine.
 - b. Command Staff all call.
 - c. Cover company should be dispatched from third closet district.
- **Brush Fire less than 5 acres with calm winds.**
 - a. One engine, two tankers, two brush trucks from two closest districts.
 - b. Advise Forestry of response/put on stand-by.
- **Wildland Fire over 5 acres with undetermined or unpredictable weather.**
 - a. One engine, two tankers, two brush trucks from closest districts.
 - b. Have Forestry respond with tractor/plow.
 - c. If fire is not contained within 15 minutes or conditions warrant (fire or weather conditions) dispatch another upgrade from third closest district.
 - d. If fire continues to spread, advise Forestry supervisor and do a Command Staff all call.
- **Structure Fire/Large Vehicle Fire/Fire Alarms/Unknown(1st Alarm)**
 - a. Two engines, one from closest district and the other engine from the next closest district. A tanker from closest district and a QR from closest district.
 - b. Command Staff from that district.
- **Working Fire Upgrade(Activate working fire file)**
 - a. A tanker from the next closest district and an engine (this engine to respond to dry hydrant location for drafting and fill operations) and a tanker from third closest district.
 - b. Cover Company should be dispatched.

- c. Command Staff all call.
 - d. Dispatch Fire Marshall's Office (if needed, please prompt command).
- 2nd Alarm
 - a. One more engine from third closest district, a tanker from next closest district.
 - b. Cover company(s) should be dispatched.
 - c. Command Staff all call.
- Commercial Fire
 - a. Responds two structure responses as described above.
 - b. Fire showing activates the working fire file however; the tanker can be deleted from response if inside the City where hydrants are available.
 - c. Respond other alarms as needed to mitigate the situation.
 - d. Respond specialized equipment as needed such as DOT, Hazmat, and Forestry.
- What does the working fire file do?
 - a. It notifies all command staff that there is a working fire.
 - b. It gets dispatch to dedicate a person to the console during suppression activities.
 - c. It notifies the surrounding Battalion Chiefs that there is a working fire in their neighbor's district.
 - d. It notifies the next closest station to "move up" to help cover the unprotected area.
 - e. It notifies Law Enforcement to respond for traffic control.
 - f. It notifies the utilities companies to respond to the scene
 - g. It can also be utilized to inform the media.
- Other Considerations-
 - a. Use your best judgment based on the pre-arrival information you are given.
 - b. Be able to justify your decisions and base your decisions on the facts. Ask yourself, will this pass the "headline test"?
 - c. When in doubt, call help, they can always be cancelled en-route

**Columbia County Combined
Communications Center**

Title:
Law Dispatch

Section:
5

Effective:

Revised:

Amends/Rescinds:

Contents:

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FCC:

81.1.2 -- A written directive requires that the agency's radio operations be conducted in accordance with Federal Communication Commission (FCC) procedures and requirements.

81.2.3 – The agency has 24-hour two-way radio capability providing continuous communication between the communications center and officers on duty.

Immediate capability provides a measure of safety and security to law enforcement officers and the public.

The intent of this standard is to ensure that on-duty uniformed officers have the means for constant radio communication. In most situations, portable transceivers are required to enable officers on foot patrol and those away from their patrol vehicles to maintain communications with the dispatch center for exchanging information, requesting assistance, receiving orders or instructions, and responding to calls for service. In some remote geographic area where portable transceivers are ineffective, mobile transceivers may be acceptable.

This does not require 24-hour patrol, but rather the resources necessary to handle emergency calls.

81.2.5 – A written directive establishes procedures for radio communications to and from field officers to include:

- Specification of the circumstances requiring radio communications by field officers;
- The recording of the status of officers when out of service;
- The methods used for identifying officers during radio transmissions;
- Communication with interacting agencies;
- Criteria for the assignment of the number of officers in response to an incident; and
- Circumstances that require the presence of a patrol supervisor at the scene for the purpose of assuming command.

Identification systems should be based on beat numbers or other assignment numbers; officer identification numbers; or a combination of the two. Operations are more efficient and officer safety is enhanced when dispatchers, supervisors, and fellow officers know the status of officers, their locations, the nature of cases and the developments in their investigation. The administrative control "system" can be maintained on a card, log sheet, computer record, or any instrument that permits a permanent record to be retained. The response criteria should relate to a list of critical factors (i.e., LEO needs assistance, felony in progress, life saving situation, etc.). The list should be available to all dispatchers.

1) FCC Rules and Regulations

- The person assigned to operate a radio console is responsible for receiving and transmitting to mobile units on a two-way radio, under the provisions set up by the Federal Communications Commission (FCC). (SC 7)
- FCC License Required
- A public safety radio station shall not be operated unless the Federal Communications Commission properly licenses it.
- The FCC requires that all radio operators be signed on during their tour of duty. The Log-In/Log-Out commands of the Computer Aided Dispatch System as the official radio log to show the radio operator on duty. Therefore, it is mandatory that each time a radio operator assumes the duty, he/she must log in.
- Improper Language
 - i. The transmission of profane, indecent, or obscene language is prohibited. Title 18, Section 1464, United States Code Annotated states; "Whoever utters any obscene, indecent, or profane language by means of radio

communication shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both."

- **Other Rules and Regulations**

- ii. It is prohibited to transmit excessive signals, messages or communications of any kind on a radio transmitter.
- iii. It is prohibited to willfully damage or permit radio apparatus to be damaged.
- iv. It is prohibited to cause unlawful or malicious interference with other radio communication.
- v. It is prohibited to intercept and use or publish the contents of any radio message without the express permission of the proper authorities in our Department.
- vi. It is prohibited to make unnecessary or unidentified transmissions.
- vii. It is prohibited to make adjustments, repairs or alterations whatsoever to your radio transmitter. It is required by law that only a professional radio technician, holding a second-class license or higher, may make adjustments and repairs.
- viii. It is prohibited to deny access to your radio equipment if a properly identified representative of the Federal Communications Commission asks to inspect it. The equipment must be made available for inspection at any reasonable time.
- ix. It is prohibited to transmit a call signal, letter or numeral which has not been assigned to your station or car.

2) Responsibilities of Radio Dispatcher

The terms radio dispatcher or radio operator are synonymous and are used interchangeably in this manual. They refer to personnel assigned to the Communications Section with responsibility for dispatching calls for service and accounting for units in the field.

A dispatcher must:

- Accept responsibility if he/she is to fulfill the requirements of the position.
- Be prompt, accurate, courteous, and professional when performing the required duties.
- Make sure that his/her own actions/words do not endanger the life of, or impair the safety of, field personnel.
- Be familiar with the geography of the city/county and immediate surrounding area, i.e. location of major streets, thoroughfares, and landmarks, and other factors that affect the dispatching of LEO/Fire/EMS units to any given location.
- Remain calm and analytical when confronted with emergencies. A dispatcher cannot afford to become emotionally involved in such emergencies if he/she is to perform the job. He/she must analyze situations accurately in order to dispatch the proper units.
- Be courteous. Courtesy can be more aptly expressed by the tone of voice and manner of presentation than by words. Eliminate all unnecessary talking. Never say "thank you", "please", "sir", or similar terms when transmitting.
- Be impersonal while on the air. Avoid familiarity. Use unit call numbers. Do not use title and names unless absolutely necessary.
- Be accurate. Do not guess. Check all doubtful words. Never acknowledge a transmission unless you are sure that you have it correctly and understand it. If you are not sure, have the transmission repeated.

- Be aware of the status of field personnel and maintain computer entries in an up-to-date manner.

3) Alternate Methods of Communications

- 9-1-1 Public Safety Telecommunicator personnel will utilize alternate methods of communications when necessary to enhance communication between units in the field and with law enforcement officers from other jurisdictions. Alternate methods of communication include the following.
- 9-1-1 Public Safety Telecommunicator personnel will use all available resources with CAD to determine the location of a caller, to include the standard procedure of obtaining the information from the caller, in the event a call is received without ANI ALI and Longitude Latitude data.
- 9-1-1 Public Safety Telecommunicator personnel will use the established Group Page texting via cellular phones, email, or landline calls for Staff Alerts and SWAT/DIVE callouts.

4) Dispatching Calls

- Calls for service will be dispatched by voice, based on their priority.
- Non-emergency calls will be broadcast over the proper channel to the primary unit and back up (if necessary). After the unit(s) acknowledge, broadcast the Nature of the Event, Location and Cross Street and Business Name, if applicable. When the unit(s) advises they are en route, the dispatcher will broadcast any up-dated information.
- Security Codes, Emergency Messages and House checks will not normally be given out over the air; this information may only be given out over the telephone. *See exception for Security Codes below.* This information is not to be given out over County private line or a cell phone. Citizen owned scanners are capable of intercepting voice transmissions from these sources.
- Security Codes: If there is an apparent officer safety issue or a priority 1 case where anyone's life is in immediate danger, the dispatcher may give responding officers the security code keys over the air, if the officer(s) does not have his gate code keys available. Following the incident:
 - The zone officer will be advised to keep a close patrol on the area, and this should be passed on to the relief via hard line telephone.
 - The on duty 9-1-1 Public Safety Telecommunicator Supervisor will contact the gated community, advise them of the incident and request a new code ASAP. If this is after hours, the supervisor will pass this duty to the relief supervisor via email, and cc the 911 Public Safety Telecommunicator Supervisor.
 - The supervisor will follow up to see that the new code is obtained, will update the GATE CODE file.
- Officers assigned to Field Services and carried as "in-service" by the radio dispatcher shall be held strictly accountable for the prompt answering of their radio when called by the radio dispatcher.
- All dispatchers should be familiar with the CAD unit alarm function. This alarm is designed to remind dispatchers to check the safety status of officers engaged in a service

call, the rule is 3 minutes after arrival on a call. Upon alarm notification, the dispatcher will immediately call the designated unit for a safety check. Failure of a field unit to respond will result in the notification of a Patrol Supervisor and dispatch of back-up to the unit's last reported location.

- If a LEO/Fire/EMS unit is dispatched to a call and does not acknowledge that call, a second attempt will be made and should that attempt prove unsuccessful, the supervisor of the missing unit will be notified.
- The radio dispatcher will place the officer "out of service" at the appropriate location when unavailable for calls; date and time will be automatically recorded.
- It will be mandatory for all Communications personnel to wear a headset while dispatching, this is to include Fire, EMS, and Channels 1, 2, and 3. The only exception to this policy will be as a result of a dispatcher's concern for his/her safety during a close electrical storm.

Emergency Calls

- Emergency Calls will be simultaneously broadcast (multiselect) over all in-service radio channels except in those instances where the broadcast may endanger human life.
- The Dispatcher will activate the tone alert and voice broadcast, the Nature of Event, Location and Cross Street, and if applicable the Business Name, then assign a primary unit and backup. Example: "All Units, Emergency Traffic on 'Channel 1' reference a Signal 21 I/P at 'First Federal Bank,' 1234 West Main Street."
- Updated information on the Emergency or In-Progress call shall be broadcast on all channels as soon as possible.
- A dispatcher handling an emergency shall not be required to handle non-essential radio traffic over other channels.

5) Dispatch of back-up Units

- The Radio Dispatcher shall dispatch the closest available unit as back up to assist the original unit.
- Units containing two experienced LEO shall require no back-up, however, a unit containing one experienced officer and one trainee shall be treated as a one-person unit and back-up may be necessary.
- Additional units shall be dispatched upon the request of the Officers on the scene, or by the Field Supervisor.
- Assigned back-up units shall be recorded on the call for service.

6) In Progress Calls Initiated By In Field Units

- When a Radio Dispatcher is advised by a Field Unit of an In-progress crime, the channel shall be placed in the emergency mode by immediately broadcasting, "All Units, Emergency Traffic".
- The information received from the Field Unit will be re-broadcast and the closest available unit dispatched as back up.
- Notify the other LEO Dispatcher of your channels emergency status.
- The other LEO Dispatcher shall immediately broadcast the emergency status of the other.

7) Vehicle Pursuits:

Vehicle Pursuits Purpose: The purpose of this directive is to provide a dispatcher's guide to Vehicle Pursuits.

Discussion: A motor vehicle pursuit poses great risk to both officers and the public. The role of the dispatcher is supportive in nature. The incident is under the control of the field supervisor and the initiating officer. As such, the role of the dispatcher is not to dominate air time, but to provide support, and recording services.

Responsibilities:

Primary Dispatcher:

- Air Traffic should be cleared by 10-33, and advise the other dispatcher(s) of the pursuit.
- If the pursuit is close to, or going to cross districts, or involves a non-patrol unit, notify other agency and LEO Supervisor.
- The dispatcher will immediately verify that the Patrol Supervisor and OIC are advised of the pursuit.
- Air Time is critical to officers to fulfill their duties and the dispatcher should use air time sparingly. Dispatchers should 10-5 only as needed when units cannot read one another, and should not routinely repeat information. Even if dispatchers recognize that officers are not voicing proper information, control should be left to the field supervisor.
- Will immediately run S10 or other wanted checks.
- Location changes should be input as soon as possible in the CAD "Remarks" section, so that times will be recorded.
- If a backup dispatcher is not available, should conduct motor vehicle readings and other relevant FCIC, etc, checks on information.

8) Dispatcher, other District:

- The second dispatcher will advise the other district area of the pursuit, and the 911 Public Safety Telecommunicator Supervisor.
- As much as feasible, the dispatcher should monitor the pursuit location changes in the event it gets close to, or is about to cross districts, and should notify other district supervisors of relevant changes.

Communications Supervisor:

- The supervisor should immediately assume responsibility as a backup dispatcher or assign someone to this function.
- The supervisor will also provide a copy of the CAD printout to include the "Remarks" section.

Backup Dispatcher:

- Should conduct motor vehicle readings and other relevant FCIC, etc, checks on information
- Notify any affected area agencies of the pursuit and attempt to establish a common radio network when pursuits are likely to cross jurisdictional boundaries.
- Notify affected jurisdictions that a pursuit is headed in their direction and determine from the field supervisor if the notification is a request for assistance or merely a courtesy notification. They should further be advised of the nature of the offense, number of

suspects, number of units in the pursuit, description of the suspect vehicle, and current location and direction of travel.

- Be prepared to contact fire or ambulance services very quickly.
- Support the Dispatcher in any other way as the situation changes

9) Officer Down/Needs Assistance

- In the event an officer calls for emergency assistance, the dispatcher will immediately activate the tone alert over all channels and broadcast "All units, Emergency Traffic reference Officer Down/Needs Assistance at (the location)."
- Advise the first back-up unit to respond "10-18".
- The dispatcher will also advise the on-duty Communications Shift Supervisor and the other radio operators of what is occurring and the location.
- The 911 Public Safety Telecommunicator Supervisors will ensure that the Officer In Charge of Patrol is aware of the situation.
- The dispatcher involved in the incident will take subsequent instructions from the officers and supervisor on the scene.

10) Clearing Channel from Emergency Status

- The primary channel the Emergency or In-Progress call was dispatched on will remain in the emergency status until cleared by the Officer(s) on the scene, a Field Supervisor, or the on-duty Emergency Communications Supervisor.

11) Employee Confidentiality

- When law enforcement is dispatched to an employee's residence, per Sheriff Hunter, their personal information WILL be given over the radio. Law enforcement will be dispatched to the location given over the radio.

12) Delineation of Authority

- The Communications Center has authority in the use of radio channels, observance of radio channels, observance of radio discipline, and proper radio procedures.
- The Communications Center does exercise a de facto authority over Field Services units in certain limited areas:
 - i. The Communications Center has the responsibility and authority to screen and evaluate calls for service and to dispatch such calls.
 - ii. The clearance of LEO's for meal and coffee breaks, prior to the last hour of the shift.
 - iii. The clearance of LEO's for refueling and minor repairs, prior to the last hour of the shift.
 - iv. Once the Communications Center has properly dispatched a call, it has discharged its responsibility and authority relative to that call.
 - v. The Field Supervisor/Fire Commander/EMS Director may countermand the dispatch of an officer/unit, the clearance or denial for meal and coffee breaks, repairs, refueling, the changing of vehicles, and other assignments of his officers.

- vi. The Communications Center shall not make decisions for Field Officers/Firemen/EMS, but shall refer all such matters to a Field Supervisor/Fire/EMS Commander.

13) Call Prioritization and Response

The Communications Center, assisted by the Computer Aided Dispatch System, will prioritize calls as follows:

- **Priority 1:** Calls where life is known to be in immediate danger, or felonies in progress. "In progress" includes just occurred events where the offender may be in the area and prompt dispatch is necessary for citizen safety, or apprehension. Two officers and a supervisor will be dispatched. The supervisor should advise if he will or will not respond to the call. If the primary supervisor is not available, other supervisors may be cross-dispatched. Officers responding should advise if they need further backup.
- **Priority 2:** Calls that may turn into life threatening situations, however, it is not known that human life is in immediate danger, and non-felony crimes in progress. "In progress" includes just occurred events. Two officers may be dispatched. Supervisors should be notified and respond as they deem necessary. Officers responding should advise if they need further backup or a supervisor
- **Priority 3:** Calls that pose no immediate threat to life or property.
- Field units will continue to determine their own Code response.

14) Geographical Deployment

The Communications Center will develop and maintain a deployment plan subject to approval of the Sheriff or his designee. The plan consists of establishing zones in CAD. Once a call location is validated, the plan recommends the assigned unit. If the assigned officer is not available, the backup plan specifies the order of sending other units. These zones will also be used for workload and crime reports.

CAD Numerical Addresses:

Guideline: You *should* put a numerical address on all calls.

Rules:

- 10-50's you *are not required* to put a numerical address on all 10-50's, if time is at a premium. However, if the officer closes out the 10-50 as a REPORT you must change it to a numerical address. All reports MUST have a numerical address. You *should* get in the habit of putting a numerical address on all calls.
- Intake: If it is a hot call, you may put in the cross street to get the info to the dispatcher quickly, however, once you are done getting the critical information to the dispatcher you should update the call location with a numerical address. All intake calls should have a numerical address, before the call is completed.
- All other calls will have numerical addresses

16) Rules and Regulations

- The Sheriff or his designee will approve the Communications call prioritization, response and backup plans.

- Officers will regard calls given by Communications as an order, maintain availability status, and abide by the procedural conditions.
- Supervisors may deviate from standard response and deployment procedure to adjust to short term situations, however; deviations are reviewable.
- Communications will comply with the orders of field supervisors if they order a deviation from standard practice.
- Deviation Protocols: Deviations from established plans will be reviewed by the chain of command. Communications will initiate a standard form for review. While it is anticipated that the vast majority of reviews will be justified for short-term reasons, others may assist in determining if long-term policy should be changed.

17) Delay in Dispatch

- An officer shall respond immediately to any emergency or in-progress call for service regardless of impending shift change.
- No field supervisor shall order that a call be held for an oncoming shift if it involves a crime that has just occurred, is in-progress, or involves the personal safety of the public.
- The 911 Public Safety Telecommunicator Supervisor or Field Supervisor shall have the authority to delay dispatch of a call for service when little or no change in response time will occur; the off-going unit is at or near the station awaiting relief, or if the nature of the call it might involve an extended investigation into the next shift.
- On calls held with the approval of a supervisor, the Communications Section will make every effort to re-connect the complainant(s) and advise on the delay.

18) Canceling of Calls

- No calls for service shall be canceled by any Emergency Communication Specialist without the approval of the on-duty Emergency Communication supervisor.
- Alarm calls shall not be canceled once an officer is on the scene. Alarm calls may be excused due to acts of God or by external power failures.

19) Bolo's (Be On the Look Out)

- The Communications Center receives messages concerning criminal and non-criminal matters that should be brought to the attention of the field officers. Some of these messages are of sufficient importance and urgency that they should be broadcast over the radio. Information concerning wanted vehicles, attempts to locate, missing persons, etc., will most frequently be given to field officers. In those instances when a message is of sufficient importance that the field officer must be promptly notified by means of a radio broadcast, the message will be as concise as possible. If the message is of countywide importance, it shall be broadcast over all available LEO channels. If the broadcast is of such importance that all field officers must be advised of it, the broadcast shall be repeated as necessary to ensure that all officers received it. If only certain zone officers should be made aware of the broadcast or message, they shall be specifically alerted.

20) Assisting Fire/EMS Department Personnel

- When a request for police assistance is received from the Fire Department and EMS, police unit(s) will be dispatched.

21) School Resource Officer

- All calls for service reference an incident that occurred on school property, during school hours should be handled by a School Resource Officer.
- A School Resource Officer shall handle any call for service while working a detail at a school football game, dance on school property, etc.
- If an incident occurs at a school bus stop, a School Resource Officer will be dispatched, if available.
- During those times when a School Resource Officer is unavailable, the zone unit will then handle the calls.

22) Disposition Codes

- a. See CAD for disposition codes.

23) Release of Crime Scene Information

- Per Sheriff Hunter, crime scene information will not be given to callers. If someone calls in for information on a crime scene or open investigation, the calls will be referred to the PIO or on scene commander.

Columbia County Combined Communications Center	
Title: Teletype	Section: 6
Effective:	Revised:
Amends/Rescinds:	

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1) DEFINITION OF FCIC/NCIC

Definition of FCIC

The Florida Crime Information Center (FCIC) is Florida's law enforcement/criminal justice information system. This system has been serving local, state and federal criminal justice agencies since June, 1970. The goal of FCIC is to help the criminal justice community perform its duties by providing and maintaining a computerized filing system of accurate and timely documented criminal justice information readily available to as many criminal justice agencies as possible. For FCIC/NCIC purposes, "criminal justice information", is defined as "information collected by criminal justice agencies that are needed for the performance of their legally authorized, required function". This includes: wanted/missing person information; stolen property information; Criminal history information; violent gangs and terrorist organizations; information compiled in the course of investigation of crimes that are known or believed on reasonable grounds to have occurred, including information on identifiable individuals compiled in an effort to anticipate, prevent, or monitor possible criminal activity."

Some of FCIC goals are:

- A. Enhancing the development of state, county and metropolitan computerized criminal justice information systems, thereby making Florida Crime Information Center (FCIC), National Crime Information Center (NCIC), National Law Enforcement

Telecommunications System (NLETS) and National Insurance Crime Bureau (NICB) information more readily available to the officer on the street.

- B. Establishing uniformity of coding standards for the exchange of criminal justice information.
- C. Increasing the probability of criminal detection by providing law enforcement with the timely and accurate information necessary to combat today's highly mobile criminals.
- D. Improving the overall crime solution rates.

Definition of NCIC

The National Crime Information Center (NCIC) is a nationwide computerized information system established as a service to all criminal justice agencies--local, state, and federal. The goal of NCIC is to help the criminal justice community perform its duties by providing and maintaining a computerized filing system of accurate and timely documented criminal justice information readily available to as many criminal justice agencies as possible. For NCIC purposes, "criminal justice information" is defined as "information collected by criminal justice agencies that are needed for the performance of their legally authorized, required function. This includes: wanted person information; stolen property information; criminal history information; information compiled in the course of investigation of crimes that are known or believed on reasonable grounds to have occurred, including information on identifiable individuals; and information on identifiable individuals compiled in an effort to anticipate, prevent, or monitor possible criminal activity."

Definition of NLETS

The National Law Enforcement Telecommunications Systems (NLETS) is made up of representatives of law enforcement agencies from each of the 50 states and the District of Columbia. NLETS is incorporated under the laws of the state of Delaware and is a nonprofit organization whose purpose is to provide for an improved interstate law enforcement and criminal justice communications system.

2) Validation of Records

Validation of Records

Validation of records ensures that all records on file are active and contain the most pertinent and accurate information available. Agencies that enter records into FCIC/NCIC are responsible for their accuracy, timeliness, and completeness. The validation process is a means of periodically checking the records to ensure that they meet these criteria. During the monthly validation process, agencies must review each original report and all supplemental reports to determine that they are accurate, complete, and backed up by a case report or file. Agencies should also determine if the record should be retained as an active case. Agencies must contact the victim/complainant/clerk's office/state attorney to determine whether the records are still valid. Consideration should be given to the probability of recovery, evidence for prosecution, whether the owner or complainant can still be located, etc.

Based on the information available during validation, the originating agency may elect to cancel the record. Agencies may cancel records that they have entered into FCIC/NCIC at their discretion, with the exception of missing juvenile's writs of bodily attachment (including writs for unpaid child support) and domestic and repeat violence injunctions.

In addition, if an agency destroys the original case reports or places them in storage at a remote site, the corresponding FCIC/NCIC record should be removed from the system. If an agency elects to retain records in the FCIC II/NCIC system, the corresponding case reports must be accessible 24 hours a day, 7 days a week for the purposes of prompt hit confirmation.

3) TAC

Terminal Agency Coordinator (TAC)

Each user agency must designate an individual to function as a Terminal Agency Coordinator (TAC). This person will be responsible for ensuring compliance with FCIC/NCIC policy, including validation requirements. FDLE updates the Customer Information System (CIS) once a TAC has been appointed and/or a change is made.

The TAC is appointed at the discretion of the local agency head. However, to assist in the selection of a TAC, the following factors and responsibilities should be considered:

- A. The TAC should be knowledgeable about FCIC and NCIC policies and procedures.
- B. The TAC should be familiar with the National Law Enforcement Telecommunications System (NLETS) and its services.
- C. The TAC should be someone who is authorized to function across agency sectional boundaries (i.e., communications, records, etc.) in order to coordinate the agency's FCIC/NCIC activities.
- D. The TAC must be a certified Full- Access FCIC operator.
- E. Ensure that FCIC/NCIC technical memoranda, newsletters and operating manuals are distributed to all appropriate personnel and new procedures and capabilities are used when they become available.
- F. Ensure that the agency's workstations are located in a secure location, which prohibits unauthorized use or viewing.
- G. Ensure that a log is maintained for secondary criminal history dissemination.
- H. Ensure that all other relevant FCIC/NCIC policies and procedures are followed.
- I. Ensure that the FDLE is notified if the agency TAC changes using the Customer Information System (CIS).
- J. The TAC also acts as Information Security Officer to ensure security of the FCIC/NCIC workstations.

- K. The TAC keeps password protect on the "Extended Security" set-up.
 - L. The TAC deletes them out of the system.
 - M. Sets up new users and sets them up for classes. Maintains a log of same.
 - N. The T.A.C. is also responsible for the agency Audits performed by FDLE.
- ☐ Audits are conducted every two years on every Florida Criminal Justice agency that has access to criminal history information.
 - ☐ The FBI also audits each Control Terminal Agency, (as well as selected user agencies) on a biennial basis.
 - ☐ Audits are conducted if an agency has entries in the system. A sample of these entries will be checked for accuracy and proper validation procedures.
 - ☐ Attend Regional Workgroup Meetings in this region for purpose of updates and laws.

4) Operator Certification/LAI/User Agreement/FCIC Workstations

Operator Certification:

Each employee using the FCIC/NCIC system must be certified. Each operator must successfully complete an FCIC/NCIC certification within six (6) months of employment or assignment to an FCIC II workstation. Every user must be fingerprinted.

Each operator must maintain certification by successfully completing a re-certification test every two years. The re-certification is an open book test. Access is immediately denied if an operator allows his/her certification to expire or fails to pass the test.

Local Agency Instructor (s) (LAI)

Local Agency Instructors are certified FCIC/NCIC operators who have been appointed by an agency and completed the LAI training class offered by FDLE. These instructors are allowed to provide training and testing to Criminal Justice Employees seeking FCIC/NCIC Certification.

User Agreements:

FDLE/FCIC has entered into an agreement with NCIC regarding the use of the NCIC system.

In turn, FDLE/FCIC has entered into an agreement with each Florida agency connected to the FCIC network. The user agreements are legally binding agreements signed by the agency head to cover liability issues. This agreement outlines what is to be expected by each agency regarding proper use of the system.

Once signed, it binds the agency by applicable federal and state laws both present and future. The user may voluntarily terminate this agreement at any time if changes in laws, regulations or rules are not acceptable to the user.

The user agreement also features an attachment that must list the names of designated contacts such as the T.A.C./Security Officer, CJNET Point of contact, FCIC Public Access System (P.A.S.) contact.

The FCIC Workstations:

- ☐ Information provided through the FCIC II/NCIC system is primarily for use by law enforcement/criminal justice agencies for official purposes only. Specific non-criminal justice agencies may be permitted access to FCIC II for specific purposes and limited purposes as defined by Florida Statute and in their User Agreement (i.e., Public Housing Authority, Department of Juvenile Justice, Department of Children & Family etc.).
- ☐ FCIC II workstation cannot be used for non-criminal justice purposes. The information obtained cannot be released to non-criminal justice personnel unless access is authorized by State Statute. Improper use of information from the workstation may be unlawful and may violate Federal, state and local policies.

5) Information Channel

Information Channel – Channel 2(Traffic)

This channel is a designated radio channel separate from the main dispatch channels to allow police personnel access to both manual and automated computer controlled criminal justice information without interruption to regular and emergency dispatching of calls for service.

- a) Channel 2 operators will adhere to radio protocol, and keep radio messages as brief as possible.
- b) No unauthorized persons shall operate any portion of this channel without the permission of the Emergency Communications Supervisor.
- c) For detailed operating instruction of each terminal, refer to FCIC II/NCIC and I/CAD Manuals.
- d) The information available in the FCIC/NCIC and CAD manuals is not for release to the general public. The information gathered through local, state, and federal criminal justice information systems is for law enforcement officials only.
- e) The information available includes, but is not limited, to, vehicle registrations, drivers license status, wanted persons check, status files (officers safety of probation/parole, violent gang etc.). The only request handled by Teletype operators will be those made by law enforcement personnel. If the request is by phone, the operator will ascertain the person's name or identification, badge number, unless the operator can readily identify them by voice recognition.
- f) If a request is received from an individual identifying themselves as an employee of another law enforcement agency, they shall be connected to the on duty Communications Supervisor.
- g) Personnel may not request ambulance, wreckers, or taxis via this channel.
- h) See copy of Teletype training guide for procedures on entries/cancellations and message keys.

6) Hit Confirmation

Hit Confirmation:

The hit confirmation process begins when an officer inquires on a person or property, and finds that another agency has an outstanding warrant on that person or has entered property as stolen. This is known as a "Positive result" or a "hit" from the FCIC/NCIC system. The confirmation must be completed prior to the agency arresting the wanted person, detaining the missing person or seizing the stolen property.

A HIT ALONE IS NOT PROBABLE CAUSE FOR ARREST

Confirming a hit means to contact the agency that entered the record via FCIC/NICIC to:

- ☐ Verify that the person or property inquired upon is identical to the person or property identified in the record.
- ☐ Verify that the warrant information, missing person report or theft report is still outstanding and active.
- ☐ When you are confirming a hit, the operator is the confirming party. (i.e., your name/agency name/phone number).
- ☐ If an LEO makes a request for confirmation, use the LEO as the requesting party. (i.e., LEO's name/agency/phone number, act).
- ☐ Operators are cautioned to read the entire record very carefully, paying particular attention to the "Remark" field.
- ☐ Operators are not required to send any hit confirmation request if their agency is outside extradition limit. (See page 29 of Certification guide for further).
- ☐ Obtain a decision regarding the (1) extradition of the wanted person, (2) return of the missing person, (3) return of the stolen property to the rightful owner.
- ☐ If the Hit is "in-house", follow procedure as above to obtain a copy of the original report and confirm the same.
- ☐ Hit confirmation time limits are set according to level of need.
 - a. Urgent queries require a 10-minute response.
 - b. Routine responses can take up to 1-hour response.

- c. If any agency fails to respond within the established time frame, a second request for hit shall be sent. The second notice will generate a notification to FDLE/FCIC that the entering agency required a 2nd notice.
- d. A third notice will generate a notice to the FBI audit staff for appropriate action.
- e. All operators must use the Hit Confirmation Request and Response message keys. (YR/YQ; FAM/FYR)
- f. Communications members will confirm warrants/stolen/missing entry with the entering agency and **must** place a "locate" on the same.

7) FCIC Hot Files /Cancellation

FCIC HOT FILES:

Vehicle, vehicle parts, license plates, boats, guns, articles, and persons (wanted, missing, domestic violence injunctions, writs of bodily attachment and status files) are all contained in separate files in the system known as "Hot Files". All files have the capabilities of queries, entries, modifications, cancellations, and clear and locates.

FCIC/NCIC Entry /Cancellation procedures:

- ☐ **ENTRY** – The entering agency alone is responsible for the accuracy of records into the FCIC /NCIC systems. Records, which meet the established FCIC/NCIC criteria, should be entered as soon as possible. No record shall be entered without authorizing documentation (Event or supplemental report).
No record shall be cleared from the system without supporting documentation.
- ☐ **MODIFY** – Modification of a record is restricted to the agency that originally entered the record. A modification is used to add, delete or change data in an active record. A record cannot be modified if it is in a "**LOCATED**" or "**Cleared**" status.
- ☐ **Protection orders** - maintained in historical files may not be modified.
- ☐ **LOCATE** – Any agency that recovers the person or property except the agency that entered that record **MUST** place a "locate" on the active record.
- ☐ A locate message will override the original record and change the preset flag and the originating agency identifier (ORI) number. A 2nd locate will cancel the entering agencies "Hit".
- ☐ **CLEAR** – Clearance of a record is restricted to the entering agency. A clear message is sent when the agency that entered the record is officially advised that another agency has recovered the person or property has been recovered by the entering agency. **Use "CLEAR" instead of Cancel.**

CANCEL- Cancellation of a record is restricted to the entering agency. A cancel message is used when the agency determined that the record is invalid.

- a. *General guidelines:* LEO is responsible for notifying the Communications Center via telephone with the pertinent information regarding FCIC/NCIC entries on serialized items or persons.
- b. These notifications will be made prior to the completion of the investigation or call for service. The agency must have access to reports 24/7. Appropriate and reasonable quality assurance procedures must be in place to ensure all entries in FCIC/NCIC are complete, accurate and valid.

Persons file	Articles	License plates	Vehicle file Stolen/recovered	Impounded vehicles
Vehicle parts	Securities	Weapons file, as defined by State Statutes, lost/stolen/re- covered	Boats	Images

Vehicle file:

- a. Vehicle (which includes farm equipment, construction equipment, motor cycles, etc).
- b. Vehicle parts
- c. License plates – is a sub- file included in the vehicle file. Lost or found plates may not be entered into the file.
- ☐ Decals may be entered, but entry should be made in the *article* file.
- d. Stolen/abandoned and recovered vehicles, Felony vehicles, and vehicle parts are all included in the “hot files”.
- e. Reference the teletype training guidelines for further procedure.

Persons file: (Missing Persons) – The National Child Search Assistance Act of 1990 requires law enforcement agencies to make entries for all missing juveniles without observance of any waiting period.

- ☐ A written statement from the next of kin or other authoritative source confirming that the person is missing is required.
- ☐ *Adult missing persons require a written statement from a physician or other authoritative source corroborating the subject’s physical or mental disability.*

- ☐ Florida Statute 937.031, the entering agency is required to enter dental records (when available) of the individual when that person remains missing thirty (30) days after the original date of entry. If no dental records exist or are unattainable, the entering agency must make that notation in the case file as well as the entry in the system.

A record may be entered for a person who meets any of the following criteria:

- a. Endangered: A person of any age who is missing under circumstances indicating that his/her physical safety may be in danger.
- b. Disabled: A person of any age who is missing and under proven physical/mental disability or is senile, thereby subjecting himself/herself or others to personal and immediate danger.
- c. Involuntary: A person of any age who is missing under circumstances indicating that the disappearance may not have been voluntary (abduction or kidnapping).
- b. Catastrophe victim: A person of any age who is missing after presumed or known catastrophe.
- e. Reference the teletype training guidelines for further procedures.

Gun file:

- ☐ The gun file contains stolen, abandoned, seized, recovered or lost guns where a report has been filed. Gun serial numbers are non-unique and hits should be carefully reviewed.
- ☐ BB guns and Paint pellet guns are not entered into the Gun file, but can be entered into the Article File.

Article file: This file contains stolen property not otherwise categorized in previous hot files. Stolen articles may be entered if a theft report has been made and one of the following circumstances is met:

- ☐ Any item valued at **\$500.00** or more, and having a **unique manufacturer** – assigned serial number and/or owner applied number (O.A.N.).
- ☐ Office equipment, color television sets and bicycles may be entered regardless of value, as long as the manufacturers' serial numbers are **unique or has an owner applied number**.
- ☐ Any item in a theft report that has a unique manufacturer – assigned serial number and/or an owner assigned/applied (O.A.N.) number if the total value of the property in one theft exceeds \$5,000.00
- ☐ Any item in a theft report, regardless of value, having a **unique manufacturer** – assigned serial number and/or owner assigned number if:

- a. The circumstances of the theft indicate that there is a probability of interstate movement. Or
- b. The seriousness of the crime dictates that an entry should be made for investigative purposes.

Boat file: A boat file is defined as a vessel for transportation by water, constructed to provide buoyancy (something to keep a person or thing up in the water).

- ☐ Any un-recovered stolen boat which has a registration number, document number, permanently attached hull serial number or owner-applied number may ONLY be entered in the file if a theft report has been made.
- ☐ This file is maintained by the Department of Highway Safety and Motor Vehicles (DHSMV).

Foreign Fugitive File (FFF):

FFF, wanted persons inquiries check the records of Fugitives around the world. Any National Central Bureau (NCB) may issue a wanted flyer, known as a Red Notice, for a fugitive wanted within its respective Country.

The red notice requests the arrest of the subject with the intention that extradition will occur.

Any agency making inquiry on this file will be advised to contact the USNCB/INTERPOL; they are responsible for confirming hits received.

Additional features of FCIC:

Images: The system provides law enforcement the capability to capture, store and search images as they relate to particular hot file. All responses should return a Florida Image Number (FIN).

The FCIC/PAS - Public access system – this site is designed to provide the public with the opportunity to assist law enforcement agencies in locating stolen property, missing persons and persons wanted in connection with ongoing investigations. It is not intended to be used for reporting property as stolen or persons as missing.

Information available on this site:

- ☐ Wanted persons
- ☐ Missing persons
- ☐ Stolen vehicles
- ☐ Stolen license plates
- ☐ Stolen license decals
- ☐ Stolen boats
- ☐ Stolen boat parts
- ☐ Stolen boat decals
- ☐ Stolen guns
- ☐ Stolen articles

These are Florida records only.

See copy of the Florida Crime Information Center Public Access System in the Information notebook and teletype for further information.

NOA: Notify Original Agency Flags

The "NOA" flag gives any agency several choices when entering a record into the hot files. When activated, it can provide the entering agency with an instant message if any other agency in the State makes an inquiry on the record and allow the record to be released to the Internet. The following codes are applicable to this field:

- ☐ Notify Originating agency, and release to the internet -Y
- ☐ Don't notify originating agency, but release to the internet - N
- ☐ Notify Originating agency, but don't release to the internet - W
- ☐ Don't notify originating agency, and don't release to the internet - D

Delayed inquiry:

In FCIC, when an agency conducts a query on an entry and receives a "no hit" response; the system retains the required information for 72 hours. If any agency makes an entry, within those 72 hours that matches the original query; both agencies will receive a delayed hit notification.

This is an investigative tool.

DHSMV: Department of Highway Safety & Motor Vehicles

DHSMV maintains a computerized file on Florida registered vehicles, driver license history and boat files. FDLE has no control over DHSMV's down time or file maintenance.

Title, lien and insurance information may be given to wrecker companies pursuant to Florida Statue Section 715.07.

☐ The operator must follow CCSO guidelines for disseminating this information. i.e., towed within this agency's jurisdiction and provide a CCSO event number.

☐ Vehicles registered outside the State of Florida will not have all information requested by the tow company.

☐ If there is no registration on the vehicle, the operator will query the Department of Motor Vehicle or perform a NLETS regional inquiry.

☐ Message key, RQG will query all States by Region within the United States. Each Region has seven states participating.

☐ An inquiry on DHSMV vehicle registration will also check FCIC and NCIC for stolen vehicles.

☐ When you query a driver license by Operator License Number (OLN), it will also check against the NCIC/FCIC wanted file.

- ☐ When you query a driver license by name (NAM), it will only check FCIC for wants. You will need to query the wanted person separately.

FCIC/Status Files:

When you query a person, you may receive a status file in the response. The information is for information purposes only. The person should not be arrested based on these files.

This is an investigative/officer safety tool. The status files contain the following:

- a. Sexual Predator/offender file
- b. Protection Orders
- c. Writs of bodily attachment (civil), Delinquent Child Support
- d. Alien Deportation Status file
- e. Probation/early release
- f. Florida gang intelligence Network (gang-net)

NCIC FILES:

- a. Unidentified persons file (NCIC) conducts a daily comparison of all the missing person's records entered nationwide. Local agencies will receive notice of this match via "\$. M." OR the "\$. N."
- b. The operator must query the NIC number of the missing person and the unidentified person.
- c. NCIC will compare, sex, height, weight, hair, scars, marks, tattoos, jewelry type, blood type, date last seen and eye color.

☐ *Security file* – Currency (Federal Reserve notes, silver certificates, U.S. notes, Canadian notes, and other foreign currency, etc.)

☐ Items which **do not meet** the definition for entry: personal notes, bank drafts, cashier's checks, bank officers checks, personal check, company checks, loss or stolen credit cards, government checks, U.S. Treasury checks, gold, silver coins, gift certificates and savings and checking account passbooks.

☐ *Foreign Fugitive File* – With the implementation of the Foreign Fugitive File, wanted person's inquiries check the records of fugitive wanted around the world

☐ *Violent Gang and Terrorist Organizations file* – designed to provide law enforcement personnel with the means to exchange information on violent criminal gangs and their members, as well as terrorist organizations and their members.

☐ *United States Secret Service Files* – designed to aid the U.S. Secret Service in its efforts to protect the President and other authorized protectees.

☐ *The NLETS Orion File*- this file contains ORI information on agencies having access to the System.

☐ *NLETS help files* – There are two types of NLETS HELP files.

1. Deals with state or other member HELP records
2. Deals with general help records maintained in NLETS.

8) Computerized Criminal History

Computerized Criminal History:

- ☐ Criminal History information, herein known as CCH, obtained via FCIC/NCIC is for use by law enforcement/Criminal Justice Agencies only for official criminal justice purposes.
- ☐ The CCH file has been established to provide a readily accessible means of retrieving offender criminal history information. Criminal History record information may only be used for the purpose that it was originally obtained.
- ☐ There are restrictions on how the information may be obtained. There are limitations on the dissemination of the information. When users are finished with CCH information, it should be destroyed by the shred, burn or bury policy.
- ☐ CCH information shall not be retained in case files. If the information is needed at a later date, the criminal history should be requested again, as the histories are constantly updated.
- ☐ Requests from non-criminal justice agencies or for non-criminal justice purposes should be directed to the Florida Department of Law Enforcement. The department (FDLE) will ensure copies of records made available to the public contain no information deemed confidential by law.
- ☐ Non- criminal justice personnel, as well as the public, can obtain information via Internet for a fee.
- ☐ Criminal history information shall not be disseminated over un-secure lines, i.e., telephone or radio broadcast, unless the officer is in immediate danger.
- ☐ Criminal History information shall not be stored in files, drawers or books.
- There are two types of Histories:
 1. Florida (FC) online Complete – Detailed History of the subject.
 2. Florida (FS) online Summary – Rap sheet/This should be run for Patrol Officers; this form will advise the number of convictions of a subject.

☐ Purpose Codes:

1. Criminal Justice (Purpose Code "C") - must be used when the CCH/III transaction is for official duties in connection with the administration of criminal justice.
2. Firearms (Purpose Code "F") – must be used with the CCH/III transactions for National Instant Check System (NICS) checks (FDLE only) or checks of firearms transfers by law enforcement agencies and being returned to the owner.

3. Criminal justice employment (Purpose Code "J") - must be used when the CCH/III transaction involves employment with the previously described authorized agencies. Criminal justice employment has been separated from other criminal justice purposes due to the requirements of some state agencies participating in CCH/III.

9) Interstate Identification Index NCIC

Interstate Identification Index (NCIC III)

A person may have a criminal history record outside Florida, therefore, the NCIC Interstate Identification Index (NCIC III) is an automated system designed to provide for the exchange of criminal history record information between states. The NCIC III contains an index record consisting of an individual's name, aliases, physical description, identifying numbers, fingerprint classification and the location (state) of the criminal history record.

What records are in NCIC III?

- All persons born in 1956 or later with a FBI record.
- A person born prior to 1956 whose first arrest fingerprints card was submitted to the FBI on July 1, 1974 or later.
- Numerous older records converted to the automated system in the Criminal Justice Information Services Division Manual Conversion Project, as well as certain fugitives and repeat offenders
- What records are not in NCIC III?
- Records of individuals who have been arrested but whose fingerprints cards have not been sent to the FBI.
- Approximately 5 million older records that are in the FBI'S manual files only.

NCIC III record responses contain as much or more information than the FBI identifications records. NCIC III is only current upon receipt of record data.

This record should be treated the same as retrieving CCH, as the information is updated constantly.

There are only 41 participating States in NCIC III, as of May 2000.

10) Florida Criminal Justice Network

Florida Criminal Justice Network:

The Florida Criminal Justice Network (CJNET) is a secure intranet designed for use by the Florida Justice Community. CJNET uses the same communications standards as the internet and has many applications on the network that may be accessed with a web browser. Workstations have been configured with this application.

This enables officers on mobiles, detectives and agents in the field, the ability to access information directly from their workstations.

CJNET is set up in three different links in the law enforcement community. They are as follows:

- ☐ Law Enforcement Links
- ☐ Judicial Links
- ☐ Corrections links

The law enforcement link contains applications as listed below; Most of these applications will be used primarily by investigators in the gathering of intelligence and aid in performing their duties.

Certain applications will require a digital certificate to access. (Electronic credential, identifying its owner and some information about that owner).

- a. DLIRS – Driver License Image Retrieval Systems – this application allows users to retrieve and review driver license image information online
- b. JANUS – Jail Management System – this application is a Florida Criminal Justice Person Locator system that allows the user to query if a person is incarcerated in any of the participating jails throughout Florida.
- c. NexTest: on line CJIS testing - is a web-based FCIC II certification testing program. It is designed to provide an on-line, automated testing module. Used by the Department to certify users.
- d. Sexual Predators Search – application provides information on current sexual predators/offenders, and provides a current registration list, via the internet or CJNET.
- e. Applications and downloads >Reference links; this page is used to access a wealth of information in the use of the FCIC II/NCIC system.
 - ☐ CJIS User's Conference Publications
 - ☐ CJNET contacts FDLE
 - ☐ Computer Purchases Standards
 - ☐ CyberLINXX user guide
 - ☐ DHSMV Specialized Tags
 - ☐ NCIC 2000 Code manual
 - ☐ NCIC File Reference Guide
 - ☐ NCIC operating Manual
 - ☐ UCR Manual
 - ☐ UCR reminders
 - ☐ UCR arrest form
- g. Law enforcement Link > download publications
 - ☐ Annual Performance Report
 - ☐ CJIS operational Manual
 - ☐ CJIS Technical Memoranda
 - ☐ County Codes by Region
 - ☐ FCIC II Workstation Software manual
 - ☐ FCIC II Certification guide

- ☐ Point of Contact Manual
- ☐ Mnemonics/ORI's (Florida)
- ☐ Address and telephone numbers of Florida Law Enforcement agencies.

11) Administrative Messages

Administrative Messages:

An administrative message is a criminal justice related point-to-point free form message. There are two categories of administrative messages:

1. In State - Florida Administrative Message, (Message key FAM), using the agencies Mnemonics a nine character long identifier for the agency. FDLE assigns the Mnemonic on FCIC II workstations. A list of current users can be found on the CJNET.
2. Out of State – Administrative Message, message key AM, requires the Originating Agency Identifier (ORI) number. An ORI number is a number assigned by the FBI identifying the agency as a criminal justice entity.

- ☐ An Administrative Message must be used to request a statewide regional or all points message. (The general use of all-points messages is discouraged). See FCIC certification manual for further information.

Rules for Administrative Communication:

- ☐ Your message should be as concise and clear as possible.
- ☐ No "10" signals may be used.
- ☐ No personal messages or holiday greetings should be sent over the terminal. This includes mobile computer terminals.
- ☐ should be sent for criminal justice purpose only.
- ☐ All messages containing information which is confidential, under Chapter 119, F.S. or other pertinent laws shall be treated accordingly.
- ☐ All participating agencies must answer requests from other agencies in a minimum amount of time.
- ☐ All messages must contain an authorized agency "signature" that should be placed at the end of the message in free-text format. This tells the receiving agency who the message is from.

- ☐ The operator may also use the NLETS Regional Broadcast for out-of-State Messages.

The message format should end as follows:

"Auth/sending officer or Communications Supervisor; Operators last name/ID number; Columbia County Dispatch; Current date/time" (Auth Sgt. C. Smith, 055; Opr Smith CCD 060600 1600 hrs).

All statewide broadcast messages must be requested through FDLE by transmitting the messages to the "Customer Support Center at terminal D37010023").

- ☐ Bolo's received shall be disseminated accordingly:

1. Training Bolo's for Communications shall be sent to the on duty Supervisor.
2. Officer Safety Bolo's shall be broadcast over LEO channels in a timely manner.
3. Information/Attempt to contact shall be entered into the CAD system as a call for service.
4. Stolen vehicle Bolo's from nearby agencies shall be broadcast.
6. Any other broadcast shall be passed to the Communications Supervisor for further dissemination.
7. FDLE keeps every message from every terminal and can identify the users by what is known as user code attached to the operators logging into the system.
8. NCIC stores all messages from terminals in every state indefinitely and can be provided to law enforcement by requesting an NCIC online/offline search.
9. Message Retrieval (MR), you may retrieve messages for an indefinite period of time. Instate messages are kept by FDLE for five (5) years.
10. Communications Reporting of Motor Vehicle Fatality Report. This report is a reporting system used to notify The State of Florida, of traffic homicide fatalities. This form is kept at the Teletype desk.
11. **Confidentiality of messages-** Information/messages sent or received are for Criminal Justice/law enforcement purpose only. Information shall not be released to the General Public or any non-criminal justice agency. (Exceptions are agencies that have signed an inter-agency agreement).

12. The FBI'S office of General Counsel has instructed all contributors to cease indicating medical conditions as personal descriptors when entering a record into NCIC.

Columbia County Communications Section	
Title: Equipment	Section: 7
Effective:	Revised:
Amends/Rescinds:	

Contents:

Security	1
Computers	2
Computer Equipment Malfunctions	3
Recorders	4
Public Record Requests - Audio Tapes	5
LOJACK	6
Pagers	7
Spare Radios	8
Emergency Radio Alarm	9
Florida and National Crime Information Centers -(FCIC/NCIC)	10
Terminal Agency Coordinator	11
Telephone Equipment Room	12
Uninterrupted Power Source (UPS)	13

1) Security:

Security measures for the communications center are in place to:

1. Limit access to the communications center to authorized personnel;
2. Protect equipment;
3. Provide for back up resources; and
4. Provide security for transmission lines, antennas and power sources.

The capability to maintain communications in all emergency situations dictates that security measures are implemented to protect communications personnel, facilities and equipment. Protective measures may include locating the center and equipment in areas providing maximum security, and restricting access to the communications center. Providing security for equipment may be done with a combination of security cameras, fences or other measures based on the needs of the agency.

- The agency has an alternate source of electrical power that is sufficient to ensure continued operation of emergency communication equipment in the event of the failure of the primary power source.
- Disruptions in the primary power source frequently occur. The agency should ensure continuous emergency communications capability through an alternate power source, usually a full-powered generator. The readiness of the alternate equipment should be ensured by scheduled and continued testing. An inspection list should ensure accountability.
- The agency's telephone system is designed to separate emergency from nonemergency calls.

- The potential for receiving a busy signal on an emergency line can be significantly reduced by routing incoming administrative and outgoing calls to a separate line or lines. Line separation may also free up communications personnel to handle emergencies and other important matters in a more efficient and effective manner.
- The agency has multi-channel mobile and/or portable radio equipment capable of two-way operation on a joint public safety frequency or frequencies.
- This communications capability among law enforcement and public service agencies, such as fire department, ambulance services, etc., is necessary to provide proper coordination and deployment of forces in times of emergencies. The capability may range from simple car-to-car arrangements to interagency and statewide networks.

2) Computers

- Computer Aided Dispatch (CAD) - General Description
- The CAD System is an on-line, real-time computer system designed to enhance the operational environment of the Columbia County Communications Center. While the enhanced operation of the Communications Center represents the most visible impact of CAD, the system provides benefits throughout the public safety community and ultimately to the citizens of Columbia County.
- CAD establishes an operational environment where command and control activities may be performed in an accurate and timely manner. The system utilizes technology as a tool in support of the personnel that carry out the critical functions of Public Safety Communications in the County.
- CAD provides for the capability to manage public safety calls for service. Communications Center personnel can readily access information and make appropriate decisions related to meeting the demand for LEO, Fire, and Emergency Medical Services.
- The CAD System is designed to support the autonomy of LEO and Fire/Rescue operations.

3) Computer Equipment Malfunctions

- County IT will assist with issues arising from "email" computers.
- All CAD computer equipment to include: hard drives, monitors, mouse(s) & keyboards are supplied and maintained by County IT members.
- All County network issues are to be addressed to the IT department.

911 Emergency Phone Network

- All 911 equipment to include: hard drives, keyboards, mouse(s) and other 911 related equipment, as well as 911 network issues are to be reported to County IT and MAC center.

4) Recorders

- Recorders archive all incoming and outgoing phone activity within the Communications Center, as well as all radio traffic. Recordings are stored in a server wherein they may be retrieved as required by Florida State Statute. The equipment is located in the "Equipment Room" within the Communications Section. Only "approved personnel" are permitted in the Equipment Room.

5) Public Record Requests - Audio

- It is the intent of this agency to archive taped recordings of Emergency Communication Center telephone lines, both emergency and non-emergency, and radio transmissions, for a period of one (1) year. Tapes with content older than one year will be reused chronologically.
- CAD Event Chronologies will be archived indefinitely.
- As provided by law, requests for copies of archived information will be accepted and processed. These requests shall be grouped into three general categories: Internal, Law Enforcement, and Public.
- Audio tape recordings of non-emergency telephone calls and radio transmissions are "public records" and, as such, are subject to disclosure pursuant to s. 119.07(1), F. S. These recordings do not carry any exemption and should be released in their entirety.
- An audio tape recording of a "9-1-1" call is a "public record" and, as such, is subject to disclosure pursuant to s. 119.07(1), F.S., after the deletion of the name, address, telephone number, and personal identifying information about any person requesting emergency service or reporting an emergency. (s. 365.171, (15) F.S.)
- CAD Event Chronologies indicating the call was received from a 9-1-1 line (Source: [ANI/ALI]) will be released after the deletion of the name, address, telephone number, and personal identifying information about any person requesting emergency service or reporting an emergency.
 - i. To minimize the risk of being able to read the blacked-out information, make a copy of the edited chronology and release the copy.
- An entry will be added to the log, kept in the Recorder Equipment room in the Communications hallway, every time a copy of an archived recording is made. All entries will contain the incident date, time, type, event number, date recorded, who made the recording and to whom the recording was released.
- When responding to requests for audio tapes and/or CAD Event Chronologies the following procedures will be strictly enforced:
 - i. **Internal:**
 - 1. Agency supervisors, Internal Affairs investigators, and Department Detectives may verbally request tapes.
 - 2. 9-1-1 caller identification need not be deleted.
 - 3. Requests will be processed prior to the end of the shift during which it was made.
 - ii. **Law Enforcement (EMS, Fire Marshall, State Attorney's Office, Public Defender):**
 - (1) Requests will be processed within 24 hours of receipt.
 - (2) One chronological printout.
 - (3) Place in an inter-department envelope, forward to the OIC.
 - (4) 9-1-1 caller identification need not be deleted.
 - iii. **Public (Citizens, Media, Private Attorneys, etc.):**
 - 1. All requests should be referred to Data Base Coordinator or his/her designee.
 - 2. Advise the caller:
 - (a) 9-1-1 calls require a subpoena prior to release.
 - (b) 9-1-1 caller identification will be deleted.
 - (c) Requests will be processed within 48 hours of receipt
 - (d) Tapes may be picked up in the Communications Section, Monday through Friday, 0800 to 1700 hours
 - 3. Advise requestors to include as much of the following data as possible when submitting their written request:

- a. Requester's name
 - b. Telephone number where they may be reached
 - c. Date and approximate time of call
 - d. Nature of incident and event number
 - e. Location of incident
- All cd's should be clearly labeled to include the incident date/type and requestors name.
- Cd's should then be placed in a standard mailing envelope(white, letter-sized) labeled with the following:
 - i. Requestor's name
 - ii. contact number
 - iii. incident date/type
 - iv. date/time request was processed by Communications.

6) LOJACK

- The LOJACK system uses existing Law Enforcement communication to identify, locate, and recover stolen vehicles.
- Upon entering a stolen vehicle into the NCIC/FCIC system and receiving a "NIC" number from NCIC the following message will be received if the stolen vehicle was LOJACK equipped:
 - i. "LOJACK UNIT ACTIVATED"
 - ii. If the vehicle is known to have a LOJACK unit installed and you do not receive the activation message immediately contact LOJACK at 1-800-535-6522. If no answer, call the Law Enforcement Liaison: 1-305-732-7121 or 1-305-898-8063.
- More detailed information is located at the Teletype console.

7) Pagers

To be determined.....

- **Digital Pager:**
 - 1. These are the simplest.
 - 2. Call the pager number (This number is unique in itself)
 - 3. Wait for a tone, and then enter the 7 digit return number xxx-xxxx. You should add your operator number at the end
- **Email Page**

8) Spare Radios

- There are five portable radios maintained in Communications. These radios are not to be issued or loaned to anyone. These radios are held as backup for Channel 1, Channel 2, Channel 3, Fire, and EMS. These radios, except the Supervisor's radio, will not leave Communications unless there is an emergency evacuation of Communications or the building.
- **Maintenance**
 - i. Radio maintenance may be obtained by calling the Radio Technician.

9) Emergency Radio Alarm

- The Emergency Radio Alarm is both audible and visible.
- The Audible Alarm is an emergency alarm that sounds a two-tone alert to draw the operator's attention. This alerts the operator to an emergency that requires immediate attention. The audible alarm will continue to sound until it is turned it off.

- The Visual Alarm will be reflected on the bottom portion of the screen. There are two, one is a function key and the other is a highlighted Radio Name display. The Highlighted Display appears in the lower left-hand corner of the screen and is colored RED. The emergency display includes the Radio Name (Alias), the Sub-fleet Name, and the time the emergency was initiated. If there are two (2) emergencies, the second will be displayed immediately to the right of the first emergency. If three (3) or more emergencies are active at the same time, a highlighted message "MORE" will appear immediately to the right of the second emergency.
 - i. Take care of the emergency, first determining who activated the alarm by looking at the lower left-hand corner of the screen. Second, call the person, using the radio alias, on the radio channel that has the flashing light by EMERGENCY. If no response is received, dispatch a LEO unit to the last known location, if location is not known call the person's office or section to determine their status or whereabouts (if they are not on duty call their home). Stay on the phone until the status/location is determined.
 - ii. After the emergency has been satisfactorily handled, (Clear Alarm), the emergency alarm and its Function key will be cleared from the display.

10) Florida and National Crime Information Centers -(FCIC/NCIC)

- Columbia County Communication is supplied a terminal from the Florida Department of Law Enforcement to give access to the Florida Crime Information Center files. This equipment is owned by the state.

11) Terminal Agency Coordinator

- A Terminal Agency Coordinator (TAC) will be designated for the teletype position. The Columbia County Communications Terminal Agency Coordinator is assigned by the 9-1-1 Communication Center Manager.

12) Telephone Equipment Room

- The Computer Equipment Room is located at Communications Building. This room houses extremely sensitive telephone, radio and computer equipment. Also contained in this building is the building's back up batteries in case of power failure.

13) Uninterrupted Power Source (UPS)

- This equipment is maintained in the Communications Building.
- In case of a power outage this equipment will provide electricity to the Communications Center for 2 hours.
- Technicians will perform quarterly battery checks.
 - i. Technicians will call prior to conducting battery tests.
 - ii. The Emergency Communications Supervisor, prior to the Technicians admittance into the Communications Center, must confirm identification.

COLUMBIA COUNTY COMBINED DISPATCH CENTER

Title: Training	Section: 8
Effective:	Revised:
Amends/Rescinds:	

<i>Scope of Training</i>	<i>1</i>
<i>Training</i>	<i>2</i>
<i>In-Service Training</i>	<i>3</i>
<i>Specialized Training</i>	<i>4</i>
<i>On-The-Job Training</i>	<i>5</i>
<i>Training Records</i>	<i>3</i>

1) Scope of Training

- a) The following specific areas are directly related to job duties and will be covered by the Communications Training Officer.
 - i) CCCD intake operations
 - (1) Non-emergency/routine calls
 - (2) Emergency calls
 - ii) Dispatching operations
 - (1) Teletype
 - (2) LEO
 - (3) Fire
 - (4) EMS
 - iii) Computers
 - (1) Mainframe (CAD, SmartCop)
 - (2) N.C.I.C./F.C.I.C. Teletype operations
 - (3) Other software applications
 - iv) Emergency operations
 - v) All other related duties.

2) Training

The training of new personnel, herein referred to as the "Trainee," shall be conducted in four (4) phases.

- i) Emergency/Non Emergency intake calls.
- ii) Fire and EMS dispatch radio
 - (1) During this stage, the Trainee shall be assigned to the Columbia County Fire Department for the purpose of ride-along, in addition to general familiarization with fire stations and equipment. The period of this phase will be determined by the CTO.
- iii) LEO Dispatch: This includes Teletype FCIC/NCIC certification
 - (1) By completion of this phase, the Trainee will have ridden with a patrol officer twelve (12) hours, six (6) hours on the north side and six (6) hours on the south

side of town. More time can be allotted for this if the CTO and the Emergency Communication Supervisor feel it will enhance the Trainees' progress.

iv) Upon successful completion of all phases, FCIC certification, the CTO shall forward a written notice to the Emergency Communication Supervisor through the chain of command that the Trainee has completed all phases of training.

v) The Emergency Communication Supervisor shall perform a final review of all training phases to ensure that the Trainee has received sufficient training to be released on their own.

vi) Once all is completed, this will be forwarded to the 9-1-1 Communication Center Manager for approval.

3) In-Service Training

- a) The 911 Communication Center Manager may assign personnel to in-service training sessions, either locally or outside the city.
 - i) Such training shall be a condition of employment.
 - ii) Personnel assigned to in-service training sessions shall:
 - (1) Be on time to the scheduled location.
 - (2) Not be permitted to leave during the in-service training session unless prior arrangements have been approved by the instructor and adequate notice has been given to their timekeeper, except during emergencies.
 - (3) Be courteous to instructors, as well as, fellow employees.
 - (4) Be attentive and take sufficient notes to enable them to share the information with co-workers.

4) Specialized Training

- a) When a member requests to attend specialized training, the request should be submitted on a "Request For Prior Approval To Travel" form. This form should be submitted with a cover memo, through the proper chain-of-command, depicting the reason for attending the class.
 - i) Requests not properly submitted will be returned.
- b) Upon the employee's return from specialized training, it is mandatory that the employee completes an "Itemized Travel Expense statement" within five (5) working days. It is essential that all receipts (motel, class registration/tuition, class materials, tolls, laundry, etc.) be attached and the form signed.
- c) If reimbursement for private car usage is requested, an accurate beginning and ending odometer record of miles driven, each day, to the training site must be submitted.

5) On-The-Job Training

- a) To ensure that new Communications employees receive proper training, the following guidelines are issued. While exigent circumstances may dictate minor changes, personnel conducting training are expected to follow these guidelines whenever possible.
 - i) New employees will be assigned to the Emergency Communication Supervisor who may assign them to their CTO for an in-depth orientation and introduction.

- ii) The 9-1-1 Communications Center Manager shall then assign the new employee to a shift and the 9-1-1 Public Safety Telecommunicator Supervisor shall assign him/her to a CTO.
- iii) The Trainee shall remain with the assigned CTO for the duration of his/her training, unless determined by the 9-1-1 Communications Center Manager that it would be beneficial to change CTOs.
 - (1) Trainees may not work in an overtime capacity until they have been released from two (2) positions. At that time, should the 9-1-1 Public Safety Telecommunicator Supervisor wish to utilize trainees in a capacity from which they have been released, the trainee may work in an overtime capacity.
 - (2) Trainees will not participate in non-job related activities (personal reading, sewing, knitting, etc.).
 - (3) Down time will be spent studying job related materials

6) Training Records

- a) The Data Base Coordinator for the Communications Center shall publish and keep on hand sufficient copies of CTO/Trainee guidebooks and other required manuals. These documents will be issued to each new employee on the initial date of hire.
- b) The CTO shall maintain a daily training record on the Trainee, detailing the progress or lack of progress. This training record is contained in the CTO/Trainee Guidebook. The CTO shall also complete a Weekly Observation Report on the Trainee.
- c) The Trainee shall sign the Weekly Observation Report and may write any appropriate comments.
- d) The CTO may test the Trainee either written, verbally, or through performance, at least once each month on the materials covered during that period. The Trainee should not be tested on materials that have not been covered.
- e) The Weekly Observation Reports shall be forwarded to the 9-1-1 Public Safety Telecommunicator Supervisor at the end of each forty (40) hour training cycle. The Weekly Observation Report shall be forwarded to the 9-1-1 Communications Center Manager for review. The Communications Data Base Coordinator will maintain all training records while the employee is still in a training status. Upon completion of training, all files will be forwarded to the Department Training File.
- f) After a 9-1-1 Public Safety Telecommunicator has completed his/her training, and the 9-1-1 Public Safety Telecommunicator Supervisor, at a later date, determines that the 9-1-1 PST would benefit from remedial or refresher training, the 9-1-1 PST Supervisor shall notify the 9-1-1 PST and the 9-1-1 Communications Center Manager. Counseling, documentation and training would handle this. The 9-1-1 PST Supervisor would assign a CTO to the employee in need of remedial training and a time frame will be set for progress reports. If, at the end of the time period set, deficiencies still exist, other avenues shall be explored to correct any current problems.

#22

RESOLUTION 2011R- 8

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, FLORIDA, ENCOURAGING THE CREATION OF A ZONE OF DISCHARGE WITHIN THE BOUNDARIES OF THE COUNTY'S SOLID WASTE LANDFILL.

WHEREAS, the Florida Department of Environmental Protection has approved and permitted the construction of unlined landfills in Columbia and other counties within the State; and

WHEREAS, the Florida Department of Environmental Protection has approved and permitted the closure of these unlined landfills; and

WHEREAS, since its closure, the Columbia County unlined landfill has had little or no impact on the groundwater outside the landfill boundary; and

WHEREAS, since closure of these landfills, EPA and the Florida Department of Environmental Protection have adopted more stringent Safe Drinking Water Standards; and

WHEREAS, the clean-up and other remedial actions required to meet the drinking water standard within the existing landfill boundaries would be cost prohibitive; and

WHEREAS, groundwater from within the boundaries of these landfill will never be used for personal consumption.

BE IT THEREFORE RESOLVED: by the Board of County Commissioners for Columbia County, Florida, as follows:

The Governor and Legislature of the State of Florida are urged to enact legislation to allow the creation of a "Zone of Discharge" for ground water within the limits of such closed landfills. This legislation, at a minimum, should provide the following:

1. That the groundwater standards in place at the time of the landfill closure be regarded as the groundwater standard within the "Zone of Discharge".

2. That closed Landfill's "Zone of Discharge" be established at the current or expanded county property boundary and upon demonstration that any groundwater degradation will not extend beyond the boundaries of the landfill, no further action be required to meet the groundwater standards within the expanded "Zone of Discharge".

PASSED, ADOPTED AND APPROVED this _____ day of March, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA**

(SEAL)

Jody DuPree, Chairman

ATTEST:

Clerk of the Court



J. DOYLE CREWS

PROPERTY APPRAISER - COLUMBIA COUNTY, FLORIDA

#23



February 23, 2011

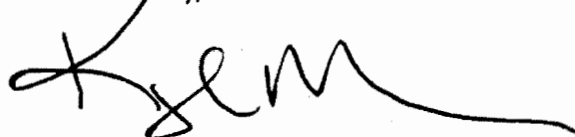
Dale Williams, County Manager
Board of County Commissioners
135 NE Hernando Ave
Lake City, Florida 32055

Dear Dale,

Our office has a 1997 Chevy truck that we plan to declare surplus, as we no longer have a need for it. We would like for you to make the decision on where the truck can be most utilized within the county before we move ahead with removing from our inventory.

Thanks for your help with this matter. If you have any questions, please contact myself or Doyle.

Sincerely,



Kylie Markham, CFE
Administrative Asst/Supervisor

*BCC permission to transfer
vehicle to the Non-Ad Valorem
Assessment Unification office
(Got Bootick) is requested. -
Current vehicle in this de-
partment will be placed in
pool -*

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#24



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *RS*
DATE: February 24, 2010
SUBJECT: Carl and Debbie King

I am requesting permission to enter private property owned by Carl and Debbie King, located at 128 NW Beaver Street, Lake City, FL to facilitate drainage corrections in order to prevent further flood damage that is being caused by preexisting conditions.

The cost for this corrective action will be minimal. It is my recommendation that we pursue this corrective action to help Mr. and Mrs. King correct a preexisting problem that was not created by them.

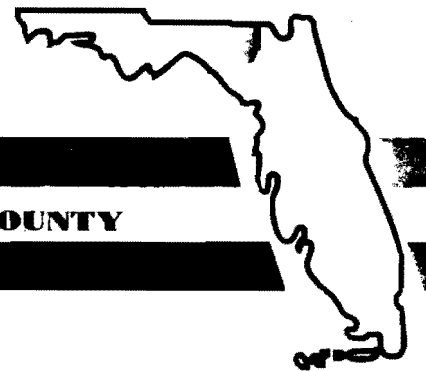
We will ask the King's to execute a Hold Harmless Agreement prior to performing any work on their property.

If further information is needed, please contact me.

Thank you for your attention to this matter.

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

#25



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Board of County Commissioners
FROM: Lisa K.B. Roberts *[Signature]* Assistant County Manager
DATE: February 23, 2011
SUBJECT: Pre-Employment Physical Fee

Please be advised the Columbia County Board of County Commissioners were notified by our current provider, The Orthopaedic Institute (Dr. Edward Sambey, M.D. and Phil Rhiddlehoover, M.D.) that the cost for performing pre-employment physicals for the county employees of the Board would increase from \$40.00 per patient to \$100.00 per patient commencing March 1, 2011. The Orthopaedic Institute was contacted for negotiation of the above stated price and reduced their pre-employment fee per patient to \$75.00 per patient.

To ensure the County was receiving the best quote for the services to be provided, Dr. Chandler V. Mohan, M.D., 351 N.E. Franklin, Suite 1125, Lake City, Florida was contacted for a pre-employment physical quote. Dr. Mohan agreed he could perform the pre-employment physicals for \$50.00 per patient without urinalysis or \$60.00 per patient with urinalysis.

Due to the cost differential per patient, it is requested the Board consider approval of Dr. Chandler V. Mohan, M.D. as the provider for pre-employment physicals for the county employees of the Board of County Commissioners.

XC: Dale Williams, County Manager
BCC Agenda
Pre-employment Physicals File
Outgoing Correspondence

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

The Florida Senate

[Home](#) > [Laws](#) >> [Title XIX](#) > [Chapter 287](#) > [Section 057](#)

2010 Florida Statutes (including Special Session A)

[Title XIX](#)

PUBLIC BUSINESS

[Chapter 287](#)PROCUREMENT OF PERSONAL PROPERTY AND
SERVICES**287.057 Procurement of commodities or contractual services.—**

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. [237.017](#). Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(a) *Invitation to bid.*—The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1. All invitations to bid must include:

- a. A detailed description of the commodities or contractual services sought; and
- b. If the agency contemplates renewal of the contract, a statement to that effect.

2. Bids submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

3. Evaluation of bids shall include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

(b) *Request for proposals.*—An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

1. Before issuing a request for proposals, the agency must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.

2. All requests for proposals must include:

- a. A statement describing the commodities or contractual services sought;
- b. The relative importance of price and other evaluation criteria; and
- c. If the agency contemplates renewal of the contract, a statement to that effect.

3. Criteria that will be used for evaluation of proposals shall include, but are not limited to:

- a. Price, which must be specified in the proposal;
- b. If the agency contemplates renewal of the contract, the price for each year for which the contract may be renewed; and

- c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

4. The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(c) *Invitation to negotiate.*—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

1. Before issuing an invitation to negotiate, the head of an agency must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

2. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

3. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the state.

(2) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(3) When the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, no purchase of commodities or contractual services may be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head makes such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the department. A copy of the statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase

of insurance, the period of coverage of such insurance shall not exceed a period of 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. When an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the agency shall:

1. Provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. ~~120.57~~ (3), if the amount of the contract does not exceed the threshold amount provided in s. 287.017 for CATEGORY FOUR.

2. Request approval from the department for the single-source purchase, if the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY FOUR. The agency shall initiate its request for approval in a form prescribed by the department, which request may be electronically transmitted. The failure of the department to approve or disapprove the agency's request for approval within 21 days after receiving such request shall constitute prior approval of the department. If the department approves the agency's request, the agency shall provide notice of its intended decision to enter a single-source contract in the manner specified in s. ~~120.57~~ (3).

(d) When it is in the best interest of the state, the secretary of the department or his or her designee may authorize the Support Program to purchase insurance by negotiation, but such purchase shall be made only under conditions most favorable to the public interest.

(e) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method which ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

(f) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. For the purposes of this subsection, the term "artistic services" does not include advertising or typesetting. As used in this subparagraph, the term "advertising" means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.

2. Academic program reviews if the fee for such services does not exceed \$50,000.

3. Lectures by individuals.

4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

- 5.a. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.

- b. Beginning January 1, 2011, health services, including, but not limited to, substance abuse and mental health services, involving examination, diagnosis, treatment, prevention, or medical consultation,

when such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner shall also be exempt. For purposes of this sub-subparagraph, "providers" means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.

6. Services provided to persons with mental or physical disabilities by not-for-profit corporations which have obtained exemptions under the provisions of s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.

9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

10. Training and education services provided to injured employees pursuant to s. ~~287.017~~ (6).

11. Contracts entered into pursuant to s. ~~287.011~~.

12. Services or commodities provided by governmental agencies.

(g) Continuing education events or programs that are offered to the general public and for which fees have been collected that pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.

(4) An agency must document its compliance with s. ~~216.3475~~ if the purchase of contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO and such services are not competitively procured.

(5) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(6) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(7)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. ~~287.01451~~, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.051(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.051(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.051.

(8) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(9) An agency shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of subsections (1)-(3).

(10) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment is established during the appropriations process.

(11) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(12) Extension of a contract for contractual services shall be in writing for a period not to exceed 6 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(13) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (12), if a contract amendment results in a longer contract term or increased payments, a state agency may not

renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding the sum of \$10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(14) For each contractual services contract, the agency shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor. Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must attend training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to s. ~~287.017~~(3) to ensure that contractual services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures shall include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of the agency's receipt of goods and services.

(15) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department.

(16) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

(a) At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.

(b) At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought. When the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon rules adopted by the Department of Management Services in order to ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. At a minimum, the rules must address the qualifications required for certification, the method of certification, and the procedure for involving the certified negotiator. If the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.

(17)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, an agency may proceed with the contract award if the agency head certifies that the award is in the best interests of the state. The agency head must specify in writing the basis for the certification.

(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(18) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(19) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(20) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(21) An agency may contract for services with any independent, nonprofit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools, on the same basis as it may contract with any state university and college.

(22) The department, in consultation with the Agency for Enterprise Information Technology and the Comptroller, shall develop a program for online procurement of commodities and contractual services. To enable the state to promote open competition and to leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department, in consultation with the agency, may contract for equipment and services necessary to develop and implement online procurement.

(b) The department, in consultation with the agency, shall adopt rules, pursuant to ss. ~~100.01~~ (1) and ~~100.02~~, to administer the program for online procurement. The rules shall include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.
2. Establishing the procedures for conducting online procurement.
3. Establishing the criteria for eligible commodities and contractual services.
4. Establishing the procedures for providing access to online procurement.
5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.

1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs

of the services, including administrative and project service costs in accordance with the policies of the department.

2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.

3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 35.41(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(23) Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

History.—s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269; s. 1, ch. 2005-59; ss. 6, 15, ch. 2005-71; s. 6, ch. 2006-2; s. 4, ch. 2006-26; s. 19, ch. 2006-79; s. 25, ch. 2006-195; s. 1, ch. 2006-224; s. 8, ch. 2007-6; s. 15, ch. 2007-105; s. 6, ch. 2008-5; s. 13, ch. 2008-116; s. 5, ch. 2008-153; s. 4, ch. 2009-227; s. 9, ch. 2010-4; s. 19, ch. 2010-151.

¹Note.—Section 45, ch. 2010-151, provides that "[c]ontracts for academic program reviews, auditing services, health services, or Medicaid services are subject to the transaction or user fees imposed under ss. 287.042(1)(h) and 287.057(22), Florida Statutes, only to the extent that such contracts were not subject to such transaction or user fees before July 1, 2010."

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NEW FEE SCHEDULE FOR PRE-EMPLOYMENT SERVICES

James W. Berk, M.D.

Board Certified - FP-Sports Medicine

W. Preston Blake, M.D.

Board Certified - Orthopaedic Surgery

Frank D. Ellis, M.D.

Board Certified - Orthopaedic Surgery

Edward M. Jaffe, M.D.

Board Certified - Orthopaedic Surgery

Adil Kabeer, M.D.

Board Certified - Plastic Surgery

Timothy Lane, M.D.

Board Certified - Orthopaedic Surgery

Joseph R. Locker, M.D.

Board Certified - Orthopaedic Surgery

Amanda G. Maxey, M.D.

Board Certified - Orthopaedic Surgery

Phillip L. Parr, M.D.

Board Certified - Orthopaedic Surgery

Mark A. Petty, M.D.

Board Certified - Orthopaedic Surgery

R. William Petty, M.D.

Board Certified - Orthopaedic Surgery

Rodger D. Powell, M.D.

Board Certified - Orthopaedic Surgery

Phil Rhiddlehoover, M.D.

Primary Care Orthopaedics

Michael K. Riley, M.D.

Board Certified - Orthopaedic Surgery

Andrew F. Rocca, M.D.

Board Certified - Orthopaedic Surgery

Marc J. Rogers, D.O.

Board Eligible - Orthopaedic Surgery

Jason J. Rosenberg, M.D.

Board Certified - Plastic Surgery

Paul J. Rucinski, M.D.

Primary Care Orthopaedics

Edward J. Sambey, M.D.

Primary Care Orthopaedics

Arthur M. Sharkey, M.D.

Board Certified - Plastic Surgery

Jason Shinn, M.D.

Board Certified - Orthopaedic Surgery

James B. Slattery, M.D.

Board Certified - Orthopaedic Surgery

John C. Stevenson, M.D.

Board Certified - Neurological Surgery

D. Troy Trimble, D.O.

Board Certified - Orthopaedic Surgery

J. Stephen Waters, M.D.

Board Certified - Orthopaedic Surgery

Kipp W. Kennedy, M.D.

Retired - 2009

Please be advised that we have updated our fee schedule for pre-employment services. Enclosed is the new fee schedule. This new fee schedule will go into effect on March 1, 2011. After this date, we will require a signed letter of acknowledgement verifying your awareness of the updated fee schedule to continue providing pre-employment services. Please sign and return the enclosure to PO Box 13476 Gainesville, FL 32604 or fax to (352)336-6079 Attn: Julie. We appreciate the opportunity to provide care to your employees. If you have any questions please contact Julie Faust @ (352)336-2251.

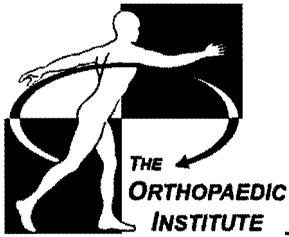
Sincerely,

Julie Faust

Supervisor, Billing and Collections

The Orthopaedic Institute

Completed June 2/11/11



PRE-EMPLOYMENT SERVICES

Edward Sambey, M.D. & Phil Rhiddlehoover, M.D.
(386) 755-9215

Pre-Employment Physical.....\$100 per patient

During a Pre-Employment Physical, the patient has his or her blood pressure, pulse and temperature taken. Also, the patient will receive a vision screening, urinalysis, a review of systems and an examination from the physician.

Independent Drug Screening.....\$80 per patient

Collection and testing fee

Pre-Employment Physical and Drug Screening (Combined Fee).....\$150 per patient

Contact our offices directly to schedule all pre-employment services. Please provide us with your company's pre-employment physical exam form, if available. All other occupational medicine services will be charged and reimbursed in accordance with your Work Comp Carrier/ Network.

By signing below, you agree to the charges and terms of treatment.

Columbia County Board of County
Company Name Commissioners

Authorizer's Name (print)

____/____/____
Date

Authorizer's Signature

We appreciate the opportunity to assist in the care of your employees.

gray

#26

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of
January 20, 2011

The Board of County Commissioners met in a regularly scheduled meeting at the School Board Administration Office. The meeting opened at 7:00 p.m. with prayer. The Pledge of Allegiance to the Flag of the United States of America was led by Austin Martin, Boy Scout.

Commissioners in Attendance:

Jody DuPree (Chairman)
Scarlet Frisina (Vice-Chair)
Stephen Bailey
Russell "Rusty" DePratter
Ronald Williams

Others in Attendance:

County Manager Dale Williams
Attorney Marlin Feagle
Deputy Clerk Sandy Markham
Senior Staff Assistant David Kraus ("SSA")
Asst. County Manager Lisa Roberts

Additions and Deletions to the Agenda

Additions:

- Partial payment to Target relating to an Advalorem Rebate
- Establishing a public hearing to address a Temporary Use Permit for Anderson Columbia

Removal:

- Consent #4; Recommending Melanie Cosentino to the Florida Crown Board of Directors

MOTION by Commissioner Williams to approve the amended agenda. SECOND by Commissioner Bailey. The motion carried unanimously.

Public Comment

Citizen Stewart Lilker offered comment pertaining to:

- The County's website
- The process for selecting Attorney Greg Stewart
- BoCC Meeting Rules of Procedure
- Ambulance services and COPCNs

Citizen Barbara Lemley offered comments pertaining to:

- Ambulance services

Consent Agenda

MOTION by Commissioner Bailey to approve the amended agenda with exception to item #4. Second by Commissioner Williams. The motion carried unanimously.

There was a call for clarification on items #3, #13, and #18. County Manager Williams assisted with clarification.

- (1) Century Ambulance Service, Inc. – Requesting Renewal - Certificate of Public Convenience and Necessity (COPCN) – Expiration on April 6, 2011
- (2) Proclamation – Hazardous Materials Awareness Week – February 13-19- 2011
- (3) Columbia County Utility Committee – Scheduled and Noticed Two Public Customer Meetings – Limited Action – Kirby D. Morgan, Inc. and College Manor Water Company, Inc. – Rate Adjustment Cases
- (4) Florida Crown Workforce Board, Inc. – Recommending Melanie Cosentino of Gulf Coast Financial Services to the Board of Directors of Florida Crown Workforce Board
- (5) Adopt A River – Adopt A Shore Quarterly Report - Reimbursement Request - \$2,537.00
- (6) Clerk of Court – Declaration of Surplus Property – County ID # 00011917, Printer and County ID # 00011950, Time Stamp
- (7) Clerk of Court – Declaration of Surplus Property – County ID #00011643, File Cabinet
- (8) Public Works – Declaration of Junk Property – County ID # 00012679, Trailer, County ID # 00009782, Measuring Instrument, 00011193, Vacuum Cleaner, County ID # 00011802, Vacuum Cleaner
- (9) Columbia County Emergency Medical Services – Refund Request – Accent - \$1,246.16
- (10) Columbia County Emergency Medical Services – Refund Request – BCBS - \$236.18
- (11) Utility Permit – Comcast Cable – SE Putnam Street
- (12) Utility Permit – Comcast Cable – Sweetbreeze Drive
- (13) Utility Permit – Scaff's Inc. – County Road 252
- (14) Utility Permit - AT&T SE Florida – SE County Road 18
- (15) Utility Permit – AT&T SE Florida – SW Cannon Creek Drive to SW Hope Henry Street
- (16) Utility Permit – AT&T SE Florida – SW Old Wire Road
- (17) Utility Permit – Windstream Florida, Inc. – Cumorah Hill Street
- (18) Approval – Last Draft - Local Bid Preference

- (19) 9-1-1 Addressing – Naming of Unnamed Roads – SW Maereatha Court and SW Janet Glen
- (20) Clerk of Court – Warrant Approval – December 2010 – Claims Fund 108474-109035 – Payroll 114587-114867 – Commissioner Williams
- (21) Utility Easement – Florida Power & Light Company – Westside Community Center, Birley Road
- (22) Minute Approval – Board of County Commissioners – Reg. Meeting – Dec. 16, 2010
- (23) Minute Approval – Board of County Commissioners – Reg. Mtg – Jan. 06, 2011

Position Vacancies in Public Works

- a. Mechanic II (1 position)

MOTION by Commissioner Williams to hire externally through the application process. Second by Commissioner Bailey. The motion carried unanimously.

- b. Equipment Operator I (2 positions)

MOTION by Commissioner Frisina to approve advertising for the vacancies. Second by Commissioner Bailey. The motion carried unanimously.

Target Tax Rebate

According to the Development Agreement with **Target**, the County agreed to rebate certain property taxes to **Target**. The County has received payment, which is being held on deposit, for the rebated portion of the City's taxes. Staff requested that the portion of rebated Ad Valorem Taxes paid to the City [\$350,000] be released to Target.

MOTION by Commissioner Williams to approve. Second by Commissioner Bailey. The motion carried unanimously.

Request Temporary Use Permit

On January 27, 2011, Planning and Zoning will consider Anderson Columbia's application for a Temporary Use Permit to operate a Batch Asphalt Plant on the southern end of the county. Once a recommendation is made to the Board of County Commissioners, the matter will be addressed in a public hearing.

MOTION by Commissioner Bailey to schedule the public hearing for February 3, 2011, at 7 p.m. Second by Commissioner Frisina. The motion carried unanimously.

Commissioners Comments

Commissioner Williams requested permission make a repair to the driveway of **A.D. Farmer's** on Bascom Norris Drive. He said there is a "ditch block" that is overflowing into Mr. Farmer's driveway.

Commissioner Williams asked that **pothole repairs** be made at the driveway of his neighbor, **Mr. Rentz Galloway**, which is located on Winfield Road.

Commissioner Williams said there is also an area on **Fisher Road** where the water is holding [and running from] that has developed **potholes**. He requested maintenance on that particular portion of the road.

MOTION by Commissioner Williams to "approve all three requests." Second by Commissioner Bailey. The motion carried unanimously.

Economic Development (At a commissioner's request, a verbatim transcript is attached to the original minutes.)

Commissioner Williams tossed out for discussion a few concerns pertaining to Economic Development as it relates to industrial growth for I-75, I-10, 41/441 and Columbia Technologies. The discussions included:

- The Rudder Team and Economic Development Board work closely together to expand and to include identification of specific industries for each location
- Generate a list of companies that may be suited for those locations.
- Expand efforts to purchase mitigated property credit

The Chair said that he would entertain a motion that the Board direct staff to develop a Management Plan for Economic Development purposes for I-10, 41, 441 exchanges and its connection.

MOTION by Commissioner Frisina, "So move." Second by Commissioner Williams.

Commissioner Bailey said that he has no problem with I-10, but there are other sites identified in the Rudder Team Plan. He said that the utilities component is already in place at Ellisville. A master plan of the I-75 interchange at 441; there is water there that needs to be expanded and used and there is also a sewer that has potential. Commissioner Bailey said that I-10, 41, 441 needs to be included, but also I-75 and 441. The Commissioner said the "whole" plan needs to be reviewed. There was originally five sites identified.

AMENDED MOTION by Commissioner Frisina. She stated her motion would include all five sites. Second by Commissioner Williams.

Commissioner DePratter stated the county may be getting the "cart ahead of the horse." He expressed concern that the Columbia County Economic Development Department was

recently created and was given this task. He said the newly developed Board should be given a chance to do what they are developed to do.

Commissioner Williams told Commissioner DePratter that his understanding was not correct. He said, "This is what we [the Board] are asking "you guys" to do."

Commissioner DePratter was steadfast that staff is being asked, not the Economic Development Board.

The Chair explained that the Rudder Team has not identified what businesses would go in the targeted areas. The Chair said that he thinks that the Economic Development Department has needed some clarity and wants to be certain of what direction the Economic Development Board will take.

Commissioner Bailey clarified that the Rudder Plan was a start and now it must be carried to the next level. He said that he understands this is just taking it to the next level. He said that since Commissioner Williams was only expressing his views on "how this needs to go," a motion isn't actually necessary.

Commissioner DePratter responded to Commissioner Bailey that he would agree with him if it was only a suggestion, but stated "there is a motion." He asked the clerk what the motion was.

Clerk Markham stated the motion was to develop a Management Plan for all five sites.

The motion carried unanimously.

Combined Communications Center – Changes in the Interlocal Agreement

The 9-1-1 Executive Committee for the Combined Communications Center ("CCC") met yesterday for the purposes of making sure both the City and the County understood what was needed from each other in order to proceed with decision making as it relates to the CCC. The Chairman requested Board clarification and directive on the following three points of interest:

- **Expanding the Governance** The Board discussed expanding governance beyond the current makeup of the Executive Committee, which is: Sheriff, Mayor and Board Chairman (or designee).

MOTION by Commissioner Bailey to keep governance as is. Second by Commissioner Frisina. The motion carried unanimously.

- **City's Contribution to the Operating and Maintenance Cost.** There was discussion by the Board. The Chair said, *"I'd like to entertain a motion from the Board of County Commissioners that the dispatch be calculated at the number of dispatchers required of the City, which is going to be...it was eight (8) before, which what they currently have, and then the additional three for fire, which will be eleven dispatchers; the cost of the eleven dispatchers. Whatever staff determines that cost is...it'll be what the City's going to be expected to pay as it relates to their financial contribution for dispatching."*

MOTION by Commissioner Williams, "So move." Second by Commissioner Bailey.
The motion carried unanimously.

▪ **Financial Contributions of the City.** The Board discussed the City's financial contribution should include cost sharing for that portion of the CCC expansion attributed to preparing for city services dispatch. This cost share is estimated to be approximately \$675, 000. The Chair asked if there would be a motion that the City pay their portion as that number was arrived at by county staff.

MOTION by Commissioner Frisina, "So moved." Second by Commissioner DePratter.
The motion carried unanimously.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 7:55.

Jody L. DuPree, Chairman
Board of County Commissioners

ATTEST:

P. DeWitt Cason
Clerk of Circuit Courts

#27

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of
February 15, 2011

The Board of County Commissioners met in a Budget Workshop meeting at the School Board Administration Office. The meeting was called to order at 5:00 p.m. Commissioner Bailey opened with prayer. The Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance:

Ronald Williams
Stephen Bailey
Dewey Weaver
Scarlet Frisina (Vice Chair)

Others in Attendance:

Manager Dale Williams
Asst. County Manager Lisa Roberts
Deputy Clerk Linda Odom
Deputy Clerk Judy Lewis

Vice Chair Scarlet Frisina called the meeting to order and announced that Chairman DuPree was out of town and unable to be in attendance.

County Manager Williams explained the primary goal of the meeting was to ensure everyone obtains a thorough understanding of the budget process and receives answers to any questions they may have pertaining to the process. He encouraged suggestions from the Board.

The County Manager gave a presentation of the budget review outline. He asked the commissioners to let him know if there was anything above and beyond the outline presented that the Board wanted to see. He also asked what schedule the Board would like to have set for meeting on a systematic basis.

The Board discussed having staff develop a workshop calendar with approximately 12-14 meetings lasting approx 1 – 1.5 hours each. Tentatively the meeting will be scheduled on the Thursdays there is no Board meeting. A proposed calendar will be drafted.

The Board entered into discussion regarding the budget and the issues facing the county in the upcoming year.

Each of the department heads and constitutional officers will be asked to attend a future meeting and present a budget with various levels of reduction. Each Department head should also be prepared to explain what the budget cuts would mean for them.

There being no further business. The meeting adjourned at 5:45 p.m.

Scarlet Frisina, Vice Chair

ATTEST:

P. DeWitt Cason, Clerk of Courts

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#28

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of
February 03, 2011

The Board of County Commissioners met in a regularly scheduled meeting at the School Board Administration Office. The meeting opened at 7:00 p.m. with prayer. The Pledge of Allegiance to the Flag of the United States of America was led by FFA Students.

Deputy Clerk Sandy Markham called the roll. Those in attendance:

Commissioners:

Jody DuPree (Chairman)
Scarlet Frisina (Vice-Chair)
Stephen Bailey
Russell "Rusty" DePratter
Ronald Williams

Others in Attendance:

County Manager Dale Williams ("CM")
Attorney Marlin Feagle
Deputy Clerk Sandy Markham
Senior Staff Assistant David Kraus ("SSA")
Asst. County Manager Lisa Roberts ("ACM")

Additions and Deletions to the Agenda

Additions: Change Order relating to CR 241 bridge.

MOTON: Approve the agenda as amended, by Commissioner Frisina.

SECOND: Commissioner Williams. The motion carried unanimously.

Public Input

Representative Danny Cribbs introduced **Liberty Ambulance Service** ("LAS") and discussed the services they are able to provide to this community. He asked the Board to allow LAS an opportunity to serve this county and requested the Board approve a COCPN for LAS.

Citizen Stewart Lilker attempted to address the Board's Rules of Procedure. The Chair asked him to move on to his next item/topic and to address agenda matters only. Mr. Lilker was issued a **warning** by the Chairman when he continued to discuss the topic.

Citizen Stewart Lilker offered input regarding consent agenda item #20, and matters pertaining to **ambulatory services** and **COCPNs** for the Board's consideration.

Finally, Mr. Lilker attempted to address consent agenda item #21. The Chair asked Mr. Lilker to move to his next topic as there was no item #21 on his [Chair] agenda. The Chair issued a **second warning** to Mr. Lilker stating the matter was not on the agenda.

Chamber of Commerce By Director Dennille Folsom

Ms. Folsom gave a very brief report on the latest successful chamber events. Ms. Folsom reported that last week at the Chamber Golf Tournament she received personal congratulations regarding the Florida Chamber being in town and the County having received the **6 Pillar Award** for being the first county in the state to have received this prestigious award. She said that the congratulations put her and the Chamber in a very embarrassing position as they knew nothing about the award. She asked that the agencies work together to keep each other informed so that this type of thing doesn't happen again.

The Chair congratulated the Chamber on their accomplishments and agreed that the Chamber should have been advised on the award. Chairman DuPree apologized and said that the county suffered the same embarrassment.

Commissioner Williams said that he didn't know where the communication breakdown was but said everyone needs to "move on." He vowed the Chamber has the support of the county.

Resolution 2011R-#5

A resolution was considered designating the week of February 19 through February 26 as National FFA Week. Commissioners Bailey and Frisina presented the FFA with framed copy of the resolution. FFA Officer Harden offered a speech regarding FFA.

MOTION: To approve resolution, by Commissioner Bailey.

SECOND: Commissioner Williams. The motion carried unanimously.

Delivery of Emergency Medical Services by Attorney Michael Grogan

Attorney Grogan who represents Columbia County in labor employment matters addressed the Board offering guidance on achieving high quality, cost effective EMS Services. In his presentation, Mr. Grogan reviewed the Union's requested salary increase, the County's rejection, EMS services for the City, and the County's power to privatize and subcontract EMS services. He discussed the benefit of privatization. He offered that the time has come to explore another approach to the delivery of EMS services. On the basis of the current facts, he recommended the Columbia County Board of County Commissioners entertain a motion to issue Requests for Qualifications by the County Attorney and staff as soon as practical regarding delivery and privatization of EMS services.

MOTION: Issue Requests for Qualifications by the County Attorney and staff as soon as practical regarding delivery and privatization of EMS services for unincorporated area of Columbia County, along with the Town of Fort White, by Commissioner Williams.

SECOND: Commissioner DePratter. The motion carried unanimously.

Building & Zoning by County Planner Brian Kepner

Special Permit for Temporary Use #11-01 Anderson Columbia, Inc. – District 4. The Planning and Zoning Board recommended approval.

The public hearing opened.

Vice President Tony Williams spoke in favor.

Citizen Stewart Lilker offered input and asked questions. The Chair reminded Mr. Lilker that his time at the podium was to offer comments and was not a time of questions and answers.

Mr. Lilker continued and stated he didn't have enough information. The Chair told him that he should have studied. Mr. Lilker responded that he had studied.

The Chair offered his third warning to Mr. Lilker and then called for the bailiff to escort Mr. Lilker out of the meeting.

There being no further public input, the public hearing closed.

Commissioner Bailey asked that ample signage be erected reporting trucks would be entering and leaving the area.

MOTION: To approve, by Commissioner Bailey.

SECOND: Commissioner Williams. The motion carried unanimously.

Consent Agenda

- (1) External Budget Amendment – Sheriff's Office – BA# 6 – BA #10-09 – Subsistence Costs and Medical Cost Reimbursements and Booking Fees Generated at the Detention Facility – December 2010 - \$7,423.49
- (2) External Budget Amendment – Public Library – BA #10-07 – Donation from Library Patron – Evelyn Johnson - \$90.00
- (3) External Budget Amendment – Public Library – BA #10-08 – Donation from First Federal Savings Bank – Books for the Library's Adult Literacy Program - \$100.00
- (4) External Budget Amendment – Public Works – BA #10-10 – Expenditure from DOT for the White Springs Road Improvement Project – Agreement 428994-1-58-01 - \$423,706
- (5) External Budget Amendment – Columbia County Fire/Rescue – BA #10- 06 – Donation – Fire Prevention - \$420.00
- (6) Senior Staff Assistant – Change Order #1 – Pipeline Contractors, Inc. - Ellisville Utilities Commercial Loop Phase 1 - \$91,855.44 (ARRA Funded)

- (7) Recommendation - Florida Crown Workforce Board, Inc. – Nomination of New Board Member – Melanie Cosentino of Gulf Coast Financial Services
- (8) Resolution - Century Ambulance Service, Inc. – Certificate of Public Convenience and Necessity (COPCN) from 1-20-2011 Agenda
- (9) Tourist Development Council – Requesting Approval of a Non-Employee to Drive the Tourist Development Council Van – Teena Peavey of Spirit of the Suwannee Music Park and Bob Giarda of Stephen Foster State Park
- (10) Public Works – Reorganization – Requesting the Stockroom Operations and the Stockroom Clerk be Moved from the Administrative Supervisor to the Mechanic Shop Foreman
- (11) Utility Permit – Comcast Cable – SW Birley Avenue
- (12) Utility Permit – AT&T SE Florida – SW County Road 240
- (13) Utility Permit – AT&T SE Florida – County Road 250
- (14) Public Library – Requesting Easter Weekend Closing – April 23-24, 2011 – Employees will be required to use Annual Leave if Scheduled to Work
- (15) 9-1-1 Communications Committee – CTS America Contract SOW – Modification Worksheet - \$6,000.00 Reduction - \$51,425.67
- (16) Department of Central Communications Services – Requesting Approval to Replace the Two (2) Microwave Heads that were used when a Lighting Strike Hit in September 2010 – Quote for Replacements - \$23,791.50
- (17) Proclamation – Declaring the Month of April as Water Conservation Month in Columbia County, Florida
- (18) Facilities Maintenance Department – Roof on Two Story Storage Building at Watertown - Board of County Commissioners Approval to Seek Bids for Repair is Requested
- (19) Information Technology Department – T-1 Line Request – AT&T, Incumbent Local Exchange Carrier (ILEC) - Interstate High Capacity DS1 Letter of Election – One Time Installation Price \$1,300.00 & \$252.00 per month recurring
- (20) Fiscal Year 09-10 Final Budget:
 - (a) Approve Budget Amendment Resolution 2011R-4
 - (b) Approve Fiscal Year 09-10 Final Budget Amendment

MOTION: Approve the Consent Agenda unless there are items to be pulled, by
Commissioner Williams.

SECOND: Commissioner Frisina.

County Manager Williams requested item #18 be pulled. Additional information is to be provided.

Commissioners Williams and Frisina noted that the removal of item #18 would be included in their motion.

The motion carried unanimously.

Vacant Positions

Landscape and Parks – Maintenance Technician

MOTION: Approve advertising for a Maintenance Technician replacement, by
Commissioner Frisina.

SECOND: Commissioner Williams. The motion carried unanimously.

Library II

MOTION: Advertise for Librarian II replacement.

SECOND: Commissioner Bailey.

The motion carried unanimously.

Grievance Review Committee

It was the recommendation of the Chair that Commissioner Bailey be appointed to serve on the Grievance Review Committee in his place. Because there is no appointed liaison for the Fire and EMS Department, it was recommended that Commissioner Williams fill the position of liaison.

MOTION: Appoint Commissioners Bailey and Williams to serve on Committee, by
Commissioner Williams.

SECOND: Commissioner Frisina. The motion carried unanimously.

Subdivision Maintenance

In a previous meeting, the Board discussed under what conditions public infrastructure within a subdivision should be allowed to transfer to the county for maintenance.

RECOMMENDATION: LDRs as they exist be applicable unless the subdivision is finalized after January 01, 2011. After January 01, 2011, the request is that the 50% build out requirement be added to the LDRs.

MOTION: To approve recommendation, by Commission Williams.

SECOND: Commissioner DePratter. The motion carried unanimously.

Department of Corrections Work Agreement

The County is investigating the concept of using community service workers as a free labor source, and serving as a clearing house for local not for profit organizations to make application for assistance.

RECOMMENDATION: To approve a Work Site Agreement subject to Attorney Feagle's review and approval.

MOTION: To approve recommendation, by Commissioner Frisina.

SECOND: Commissioner Williams. The motion carried unanimously.

241/Olustee Creek Bridge Repair Contract

The original repair cost was estimated at \$17,175. The County's Structural Engineer has determined that one of the pilings has deteriorated beyond what was noted in the report of D.O.T. The additive change order is \$5,500, which brings the new contract total to \$22,675. The Board has already authorized and budgeted up to \$40,000 for this Project.

RECOMMENDATION: Approval of additive change order.

MOTION: To approve the change order, by Commissioner Bailey.

SECOND: Commissioner Williams.

There was a very brief discussion as to whether the work has already been performed. The County Manager said to his knowledge it has not been.

The motion carried unanimously.

Commissioners Comments

Commissioner Bailey expressed appreciation for all of the extra effort Department Heads are putting into justifying their need to **hire additional staff**. Commissioner Bailey also asked that staff press forward with having the "early" **budget workshops** beginning February 15, 2011.

MOTION: Schedule workshop for February 15th at 5 p.m., by Commissioner DePratter.

SECOND: Commissioner Bailey. The motion carried unanimously.

Commissioner Bailey said that he is very bothered with the communication breakdown Ms. Dennille Folsom discussed with the Board at the beginning of the meeting relating to the **6 Pillars Award** that was being presented to Columbia County by the Florida Chamber for being the first county in the state to have met the 6 pillars for economic development. Mr. Bailey said that he learned of the **Six Pillars Award Event** by email approximately 1.5 hours prior to the meeting and while being out of town. Commissioner Bailey said that while he was advised that IDA Director Jim Pool also learned of the meeting only a couple of hours in advance, he [Com. Bailey] has since learned, through a series of emails being circulated, what the County was being told was not true. Commissioner Bailey, who serves on the Economic Development Board, said this award was quite an accomplishment for Columbia County. He asked the County

Manager to get to the bottom of what happened as it was a very large embarrassment. He reminded all of the **Columbia County's Future is Now** meeting where all agencies committed to doing all they could to make Columbia County the very best it could be by working together.

Commissioner DePratter who also serves on the Economic Development Board said that he did not learn of the **6 Pillars Award Event** until he read about it in the newspaper on Saturday. He asked the County Manager to swiftly determine what happened and take action and handle the matter according to the policy of the county.

The County Manager clarified the issue of concern is that the **Economic Development** Board Members and the Chairman for the Board were not timely notified of the event. County Manager Williams said that when the Board initially inquired as to why, the Board was told by the IDA that everything was "spur of the moment" and time did not permit proper notice. Since then, there has been documentation surface that would suggest otherwise.

Chairman DuPree said that he did not know that the County had achieved the **6 Pillars Standards**. He said that he felt very bad for the Chamber of Commerce to be put in such an embarrassing situation, and that it was blatantly obvious to him that it was intentional that certain members of the Board were not notified. He stressed the importance of learning from this incident and pushing forward to succeed in economic development. He said that if the county does not succeed, he is going to hold the County Manager and members of the Board of County Commission accountable.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 8:25 p.m.

Jody DuPree, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court