



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 12/4/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The Florida Department of Management Services requests Amendment 1 changing the deliverable due date for Task 2 and amending Section 25 and Attachment G of the agreements.

2. Recommended Motion/Action:

Approve DMS-24/25-186 Amendment 1

3. Fiscal impact on current budget.

This item has no effect on the current budget.

John Crews

From: David Kraus
Sent: Wednesday, December 4, 2024 12:09 PM
To: John Crews; Ellen Snyder
Subject: Fwd: Columbia Amendment
Attachments: Outlook-0ehtwa2d.png; Outlook-5jmvxzad.png; Outlook-2c40nj24.png; Outlook-utjqjif.png; DMS-2425-186 Columbia County Amendment.pdf

Please add this to agenda and include the email as the first page of the backup materials followed by the Amendment.

Thanks

David

Sent from my iPhone

Begin forwarded message:

From: "Pereira, Melissa" <Melissa.Pereira@dms.fl.gov>
Date: December 4, 2024 at 11:54:40 AM EST
To: David Kraus <david_kraus@columbiacountyfla.com>, Amy Overstreet <aoverstreet@columbiacountyfla.com>
Cc: "Mashburn, Sarah" <Sarah.Mashburn@dms.fl.gov>
Subject: Columbia Amendment

External Sender - From: ("Pereira, Melissa" <Melissa.Pereira@dms.fl.gov>)
This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

Hi Good Morning!

I hope you had a wonderful Thanksgiving !
Please review and sign the amendment attached and return to me at your earliest convenience.

DMS is changing the deliverable due date for Task 2 (date passed by the time the agreements were executed), and we are amending Section 25 and Attachment G of the agreements.

Please let me know if you have any questions.

Thank you,

Melissa Pereira | OPS Government Operations Consultant I FCCM
Division of Telecommunications
(448) 206-6061 (Office)
Florida Department of Management Services
We Serve Those Who Serve Florida

[How Are We Doing? Click Here to Take the DMS Customer Satisfaction Survey](#)

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AFTER HOURS EMERGENCY:

If you already have a trouble ticket number from your service vendor and you're seeking to escalate your request, or if this is an emergency, you can call 1-888-478-6266 option 1, and option 8 to be directed to the voicemail of the Manager on Duty. The MOD will contact you within 2hrs. Please be sure to leave your name, agency, a reliable contact number, service vendor trouble ticket number, and a short summary of your issue.

AGREEMENT NO.: DMS-24/25-186
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
COLUMBIA COUNTY
AMENDMENT NO. 1

This amendment to the State-Funded Agreement (Agreement) for Columbia County- Suwannee Valley Communications Tower No.: **DMS-24/25-186**, is by and between the Florida Department of Management Services (Department) and Columbia County collectively referred to herein as the "Parties."

WHEREAS, the Parties agree the Agreement may be amended via a formal amendment pursuant to Section (6), Modification, of this Agreement; and

WHEREAS, the Parties wish to amend this Agreement to include additional statutory requirements for this Agreement which affect the responsibilities of the Recipient, and to amend the due date for Task 2. within Attachment A, Scope of Work and Budget.

Accordingly, the Parties agree the Agreement is amended as follows:

1. **Section (24)**, Mandated Conditions, Subsection A. is struck in its entirety and replaced with the following:
 - A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.
2. **Section (24)**, Mandated Conditions, Subsection D. is struck in its entirety and replaced with the following:
 - D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

3. **Section (24)**, Mandated Conditions, Subsection E. is struck in its entirety and replaced with the following:

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

4. **Attachment A**, Scope of Work and Budget, Section (5), Recipient Responsibilities, Subsection 5.1.2, Task 2. Improvement is struck in its entirety and replaced with the following:

5.1.2 Task 2. Improvement: No later than June 30, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, the improvement of the Columbia County- Suwannee Valley Communications Tower project procured in Task 1. PSAP upgrades procured in accordance with Recipient Deliverable 1. The for Columbia County - Suwannee Valley Communications Tower project shall be performed by the awarded vendor(s) in accordance with the contract terms for the project, executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Task 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5. **Attachment G**, Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, is struck in its entirety and replaced with Attachment G (Revised), attached hereto and incorporated by reference.
6. This amendment is effective on the last date it is signed by both Parties.
7. This amendment and all its attachments are hereby made a part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, this amendment shall control.

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IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials, as duly authorized.

COLUMBIA COUNTY

By: _____

Print Name: _____

Print Title: _____

Date: _____

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

By: _____

Tom Berger

Deputy Secretary, Business Operations

Date: _____

ATTACHMENT G (Revised)

Agreement No.: DMS-24/25-186

Amendment No.: 1

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**Certification Regarding Debarment,
Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective Contractor or subcontractor of Columbia County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
- (2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <https://www.sbafla.com/governance/global-governance-mandates/>. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- (3) If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <https://www.sbafla.com/reporting/>
- (4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

	Columbia County
Company Name	Recipient's Name
	DMS-24/25-186
Name and Title	Department's Contract Number
Street Address	
City, State, Zip	
Signature	
Date	

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