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

#### CONSENT AGENDA

#### SECOND PAGE

#### JUNE 4, 2009

#### (Continued)

- Bid Award Green Group Media LED Message Board Bid No. 2009-G
   \$115,995.00
- (8) Bid Award Greenville Timber Corporation Bid No. #2009-K Pine Timber-\$10.82 and Hardwood Products at \$3.90 (per ton sale price)
- (9) External Budget Amendment Public Library BA# 08-20 Re-Carpet the Main Library - Wayne's Carpet Plus - \$53,957.80
- (10) External Budget Amendment Supervisor of Elections BA #08-22 2008 Ford Passenger Van \$19,000.00
- (11) Utility Permit Comcast Cable Race Track Road
- (12) Utility Permit Comcast Cable SW Rosemary Drive
- (13) Utility Permit AT&T (fka: Bell South Telecommunications) County Road 252B
- (14) Memorandum of Agreement Amendment #1 Revenue Distribution Approach for RACEC Catalyst Project for Economic Development – North Central Florida RACEC
- (15) Sheriff's Office FY 09 Edward Byrne Memorial Justice Assistance Grant (Equipment) - 32 Portable Radios for Patrol, IP Web Camera and High Speed Color Laser Printer No Local Match - \$25,239.00
- (16) Request for Fireworks Permit Lake City Moose Lodge #624 Fireworks Show at Watertown Lake on July 4<sup>th</sup>. 2009

- (17) Agreement Columbia County Fire/Rescue/Florida Crown Workforce Training Agreement - Training of Firefighter EMT's to Firefighter Paramedics - \$10,000.00 applied towards the cost
- (18) Minute Approval Board of County Commissioners Joint City/County Meeting - May 27, 2009

#### <u>AGENDA</u>

#### SECOND PAGE

#### STAFF MATTERS:

#### HONORABLE STEPHEN E. BAILEY, CHAIRMAN

DISCUSSION AND ACTION ITEM:

(1) Westside Community Center Property

**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY** 

### Memo

Date: 6/2/2009

To: Board of Commissioners

From: Ben Scott, Purchasing Director Man Super

**RE:** Tourist Development LED Message Sign

Please find attached the bid tabulation sheet for replacing the current sign located at I-75 and Highway 90 with a LED message sign.

Also attached is a letter from Jimmy Johnson of Sign Craft Brothers recommending awarding the contract to the low bidder, Green Group Media. Mr. Johnson has been hired to review the bids and inspect the installation.

I would like to recommend the Board award the contract to the low bidder, Green Group Media.

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

## Columbia County Bid Tabulation

Bid No. 2009-G Date of Opening: 4/15/2009					Bid Title: Color LED Message Board						
	Bidders		n Signs Braphics	Sign	s Plus	l	versal Sign nufacturing	Sele	ctive Structures	Sign	Star
De	scription	1	Jnit Price		Unit Price		Unit Price		Unit Price		Unit Price
Total Bid Price		\$	296,985.00	\$	230,269.00	\$	220,830.00	\$	229,800.00	\$	206,449.35
Additional 60 Mont	h Warranty	\$	30,000.00	\$	44,440.00	\$	31,000.00	\$	34,000.00	\$	35,256.00
	Bidders	Quali	ty Sign	Unite Solu	•	ANS	S Signs	ADS	LED	1	antage Signs
De	scription		Jnit Price		Unit Price		Unit Price		Unit Price		Unit Price
Total Bid Price		\$	235,392.00	\$	140,000.00	\$	209,000.00	\$	187,000.00	\$	191,499.00
Additional 60 Mont	h Warranty	\$	25,500.00	\$	30,000.00	No	Bid	\$	14,000.00	\$	25,000.00
	Bidders	Don I	Bell Signs		national & Design	Gre Mec	en Group dia				
De	scription		Jnit Price		Unit Price		Unit Price		Unit Price		Unit Price
Total Bid Price		\$	198,656.00	\$	200,424.00	\$	115,995.00				
Additional 60 Mont	h Warranty	\$	44,544.00	\$	45,000.00	\$	5,750.00				

**Signcraft Brothers. Inc.**, 399 SW Deputy Davis Lane. Lake City. Florida 32024 P. 888.855.5840 x.103 F. 386.755.4381 - Lic. #ES12000123

Columbia County, Florida Purchasing Department PO Box 1529 Lake City, Florida 32056

Attn: Ben Scott

After reviewing the bids for the **Color LED Electronic Message Display** for the "Welcome to Lake City" interstate sign, I recommend that the Board of Columbia County Commissioners opt to go with Green Group Media, and their installation partner, Southeastern Neon & Lighting. The companies are solid, their references are good, and they are more than capable of building the unit per your specifications. Green Group Media has stated that they will provide a payment & performance bond for the project at no additional cost to the county.

My only concern has to do with the programming for the unit. It appears that Green Group Media would like to install a TC/IP connection in the unit, which would allow them to download content from their office in Texas. They are proposing to install the connection for an additional \$600.00. Afterward, they would provide content for the first year at no cost. But, maintaining the connection after the first year would be at a cost of \$250.00 per month + programming fees. My recommendation would probably be to have them install the connection and manage the programming for the first year, then, have our folks take over. By then, we would probably have enough content to manage it effectively.

Lastly, I am not sure that I would recommend paying \$30,250.00 for the additional 60 month warranty. That is over 25% of the original cost of the unit, and by then, technology should be improved to the point where you would be able to get a much nicer unit, and still not spend much more than your original budget for this project. Of course the unit may be all you need. And there is no reason to expect a catastrophic failure after 5 years. More than likely, the maintenance wouldn't be out of hand.

I appreciate the opportunity to work with you on this, and hope you will not hesitate to contact me should you have any questions.

Best regards

fimmy Johnson

## **Columbia County Bid Tabulation**

Bid No. 2009-K	Date of Opening: 2/27	/20	09	Big	d Title: Timber	r Sa		
		TW	/ Byrd's Sons,	Gr	eenville Timber	No	rth Florida	
	Bidders	Inc		Co	rporation	Tim	nber	
						De	alers	
			Unit Price		Unit Price		Unit Price	Unit Price
De	scription		Per Ton		Per Ton		Per Ton	Per Ton
All Merchantable P	Pine Timber	\$	7.00	\$	10.82	\$	10.68	
All Hardwood Prod	lucts	\$	2.00	\$	3.90	\$	5.00	
Other Wood Produ	ıcts	\$	13.00	N	o Bid	No	b Bid	

Recommend award contract to highest bidder(Greenville Timber Corporation).

An Surf Ben Scott

Purchasing Director

**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY** 

### Memo

Date: 6/1/2009

To: Board of Commissioners

From: Ben Scott, Purchasing Director han Son

**RE:** Library Carpet

On the May 21<sup>st</sup> consent agenda the Library requested a budget amendment to re-carpet the Main Library; please find attached the three quotes received for this project under the County's Small Construction Projects Policy. A recap of the quotes follows:

Wayne's Carpet Plus	\$53,957.80
Vann Carpet One	\$55,571.00
Florida Business Interiors	\$57,900.99

I would like to request the Board approve the Budget amendment and award the project to Wayne's Carpet Plus.

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

#### **Columbia County Public Library**

#### BUDGET AMENDMENT FY 2008-09 May 15, 2009

NUMBER <u>BA08-20</u>

-

FROM TO AMOUNT

 Reserves
 OTHER CURRENT CHARGES

 104-8400-584-9094
 104.7160.571.30-49
 \$54,000.00\*

DESCRIPTION: The Columbia County Public Library requests this budget amendment to transfer funds from reserves to expenditures. These expenditures are related to the attached flooring proposal from Wayne's Carpet Plus, Inc.

The budget amendment number was obtained from Bookkeeping.

Wayne's Carpet Plus Inc.

3325 South US Hwy 441- Lake City, Fl. 32025 (386)-719-4200 fax (386)-719-4999

March 27, 2009

To: Board of County Commissioners Fm: Dewey Cribbs Re: Flooring Proposal for Lake City Library Downtown Attn: Frank Harris Maintenance Director

Furnish & Install Kinetic or Color Play Carpet Tile. Furnish & Install Artistek S.V.T. English Slate Furnish & Install 6" & 4" cove base where applicable.

Scope of work to include:

Removal of existing cove base, Removal of existing glue down rubber tile, VCT, Prep floor to prime for installation of carpet tiles.

Material & Labor: \$52,976.80

, *,***2** 

Alt #1:

Remove & Replace bookshelves, desk, filing cabinets, chairs and tables with power strips installed.

Note: Library personnel will un-shelf & reshelf all books. County personnel will be responsible for moving all computer equipment.

\*\* Labor warranty for (5) years. Material warranty to be furnished with submittals.\*\*

Add: \$981.00

Total for project: \$53,957.80

Thank you for your consideration,

Dewey Cribbs

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#### Vann Carpet One 131 West Duval Street

131 West Duval Street Lake City, FL, 32055 Phone (386) 752-3420 - Fax (386) 752-8093

<u></u>	Proposal	April 4, 2009	
Lake City Public Library		New Flooring	
	······································		

#### Scope of Work

Remove existing flooring Prepare floor for new SVT as specified Furnish and install new SVT in specified areas Furnish and install Shaw Kinetic Carpet Tiles in all areas specified Move furniture including desk units with power strips installed

Grand Total \$55,571.00

Note:

Library personnel will unshelve and reshelve books County personnel will be responsible for disconnecting and moving all computer equipment.

We Propose to furnish labor and material complete in accordance with above specifications, and subject to conditions as follows: Subject to physical measure, inspection and acceptance of substrate floor prep will be billed on a time and material basis. Unless otherwise specified all labor will be performed by non-union subcontractors. Alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our controls. Owner to carry fire, tornado, and other necessary insurance. All work to be completed in a workmanlike manner according to standard practices.

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as	Respectfully Submitted
specified.	By Eddie Kurtz

## Florida Business Interiors

			/illiston Park Po ike Mary, FL 327				posal	
<u></u>		Phone 407-805-9911	Fax 407-708-58	88	Propos	al Number	1	
SUBMI	TTED TO:		JECT: Main Library	Flooring Re	placement	Date:	4/3/09	
		missioners - Columbia Cou	inty					
	⇒PO Box 1529 *Lake City, FI, 32056-1	529						
	Earle Ony, 11, 52000-1	V29	PLANS DATED			ARCHITECT		
Attn:	Frank Harris		PR	OPOSAL	VALID FOR	30 DAYS F	ROM THIS DATE	
Phone:	386-758-1024	Fax: 386-719-7	'508 Em:	ail:			<u></u>	
	Furnish and Install per Product	plans and Specifications:		OTV	Unit	Sell		Total
	Shaw Kinetic or Color Play	Campak Tilo installed						
				1500				305.00
	Artistek; style; English Slati	e; artistek.com 866-518-1275		404	SF		1,	329.18
	4" cove base installed			960	LF			892.80
	6" cove base installed			720	LF		1,	015.20
	Carpet Demo			1492	5Y		1.	820.24
	VCT Demo			160	SF			49.60
	Rubber Demo Floor Prep				SF			65.10
	Dumpster & Dumping faes			13374 1	sf ea			534.98 <b>*</b> 974.09
		& Alkman Passport/Visa In Ile	ou of		08			51 4.83
	Shaw Kinetic or Color Pla	y. Deduct \$ 8,500.00 from bas	e bid.					
	Alt # 1 Add: \$ 9,250.00							
xclusion								
xclusion				Contract	Total:		\$52,98	36.15
	ns:			Contract	t Total:		\$52,98	36.15 50,0 236,1
	Add If Needed:	e Bond:		Contract	t Total:		161	,236,13
	Add If Needed: Payment & Performance	e Bond:		Contract	t Total:		\$52,98	,236,13
	Add if Needed: Payment & Performance Post Protection	e Bond:		Contract	Total:	ADD:	161	,236,13
	Add If Needed: Payment & Performance Post Protection Tille & Grout Sealer			Contract	Total:	ADD: ADD;	161	,236,13
	Add if Needed: Payment & Performance Post Protection			Contract	/	ADD:	<b>1 6 1</b> ,32	,236,13
roposal Proposa and our Proposa Washin; Additiou	Add If Needed: Payment & Performance Post Protection Tile & Grout Sealer Resilient Tile Strip & We OCIP:	EX king, 1 hour of floor preparation id work, moving furniture and fu bisture protection, heating/lightin billed at \$65.00 per man hour pl 0 Days	, regular business h stures, demolition, ig and protective co us materials.	ours install: vacuuming, verings.	DE stion	ADD: ADD: ADD: DUCT:	<b>1 6 1</b> ,32	50,0 ,236,1 : :4.65
Proposal Proposa and our Proposa washin Addition <u>yment f</u> Custome	Add If Needed: Payment & Performance Post Protection Tile & Grout Sealer Resilient Tile Strip & We OCIP: Uncludes sales tax, job stoc I year installation warranty. dexcludes night and weeken g/waxing, moisture tests, mo nal floor preparation will be terms: Net 3 er will be responsible for any fees and that past due invoid	ex king, 1 hour of floor preparation d work, moving furniture and fi bisture protection, heating/lightin billed at \$65.00 per man hour pl 0 Days y cost or fees incurred in the coll ces are subject to a 1.5% per mo	, regular business h stures, demolition, ig and protective co us materials. ection of any past d	ours install: vacuuming, verings.	DE stion	ADD: ADD: ADD: DUCT:	\$1,32 \$13 \$13	9.07
poposal roposa nd our vasbin dditioi ment t ustoma torney L QU	Add If Needed: Payment & Performance Post Protection Tile & Grout Sealer Resilient Tile Strip & We OCIP:	AX king, 1 hour of floor preparation id work, moving furniture and fu bisture protection, heating/lightin billed at \$65.00 per man hour pl 0 Days y cost or fees incurred in the coll	, regular business h values, demolition, ig and protective co us materials. ection of any past d nth finance charge.	ours install: vacuuming, verings. ue invoices	DE stion	ADD: ADD: ADD: DUCT:	<b>1 6 1</b> ,32	9.07

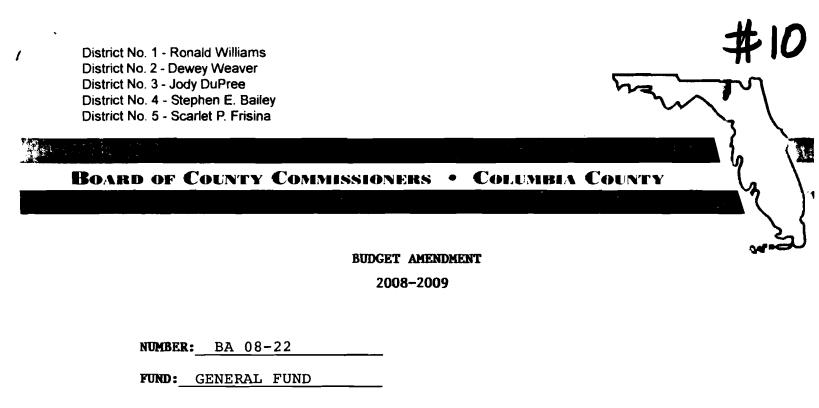
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above

ACCEPTED BY:

Date: \_\_\_\_\_





FROM

<u>T0</u>

AMOUNT

001.8400.584.9098 Cash Balance Forward 001.1000.511.6064 Equipment Purchases \$19,000.00

**DESCRIPTION:** 2008 Ford Passenger van/Supervisor of Elections Office **REFERENCE:** APPROVED BY BCC May 21,2009

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



#### **MEMORANDUM**

**TO:** Ben Scott, Purchasing Director

FROM: Lisa K.B. Roberts, Assistant County Manager

**DATE:** May 29, 2009

SUBJECT: Van Purchase – Supervisor of Elections

Please be advised that the Columbia County Board of County Commissioners, in regular session held May 21, 2009, approved the allocation of funds from FY 07-08 fund balance, in the amount of \$19,000, for the purpose of purchasing a 2008 Ford passenger van for use by the Supervisor of Elections office.

By copy of this memorandum, Mrs. Liz Horne will be notified of the Board's approval.

You may proceed in preparing the necessary budget amendment document for the same.

XC: Dale Williams, County Manager Liz Horne, Supervisor of Elections Mary Sue George, Accounting Outgoing Correspondence

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

#### COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

Date: 05/14/09 Permit No County Road 28	7 Race Track Rd Section	n No
Permittee Comcast Cable_		
Address 5934 Richard Rd, Jacksonville, FL 32216	_Telephone Number 904	-380-6420
Requesting permission from Columbia County, Florida, hereinafter ca Maintain Proposed CATV facilities at Race Track Rd (287), 655' aeria 133	I, Node LC016/Project	
FROM: TO:		
Submitted for the Utility Owner by: -Billie Lentes/Agent for Comcast-		
Typed Name & Title	Signature	Date
1. Permittee declares that prior to filing this application it has determin and underground and the accurate locations are shown on the plans atta Proposed work is within corporate limits of Municipality: YES (X) No () FORT WHITE (). A letter of notification was mailed on 05/14/09 owners Bell South, FPL	ached hereto and made a O ( ). If YES: LAKE CIT	part of this application. Y to the following utility
2. The Columbia County Public Works Director shall be notified twent again immediately upon completion of work. The Public Works Direct located at	or is Kevin Ki Telephone Numb	<b>v loy</b>
The PERMITTEE's employee responsible for Maintenance of Traffic is	s Gary Voisin	
at the time of the 24 hour notice to starting work )	(	r ma name may be provided

at the time of the 24 nour notice to starting work.)

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3. This PERMITTEE shall commence actual construction in good faith within \_30\_ days after issuance of permit, and shall be completed within 90\_ days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

\*Notification to Ken Sweet, 386-623-6414, must be made prior to starting work. Utilities Permit Page Two Revised: 8/17/00

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

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

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

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

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

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

12. Additional Stipulations:-----

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

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

Title

Attested

Utilities Permit Page three Revised: 8/17/00

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Recon	mmended for Approval:	
Signat	iture: thely	
Title:_	DIRECTOR of PUBLIC WARKS	
Date:	05-21-09	

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

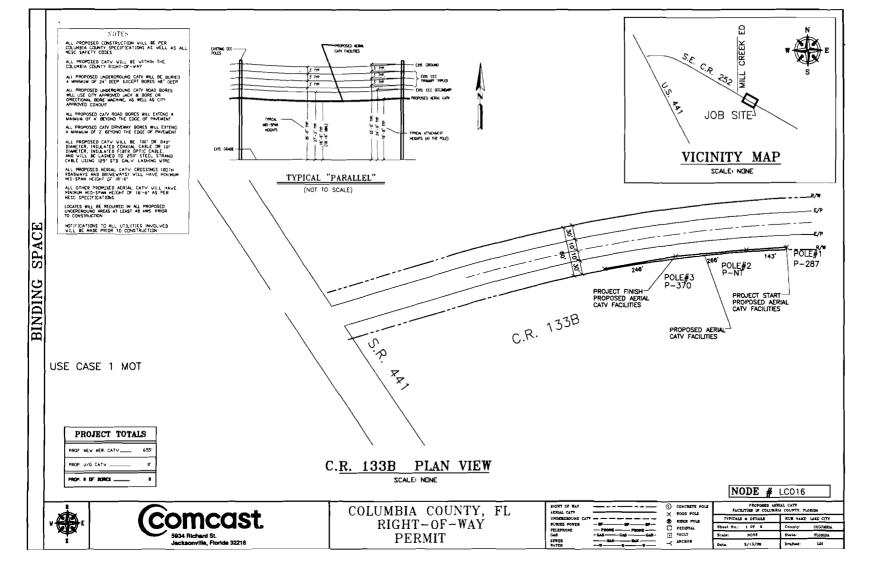
YES() NO()

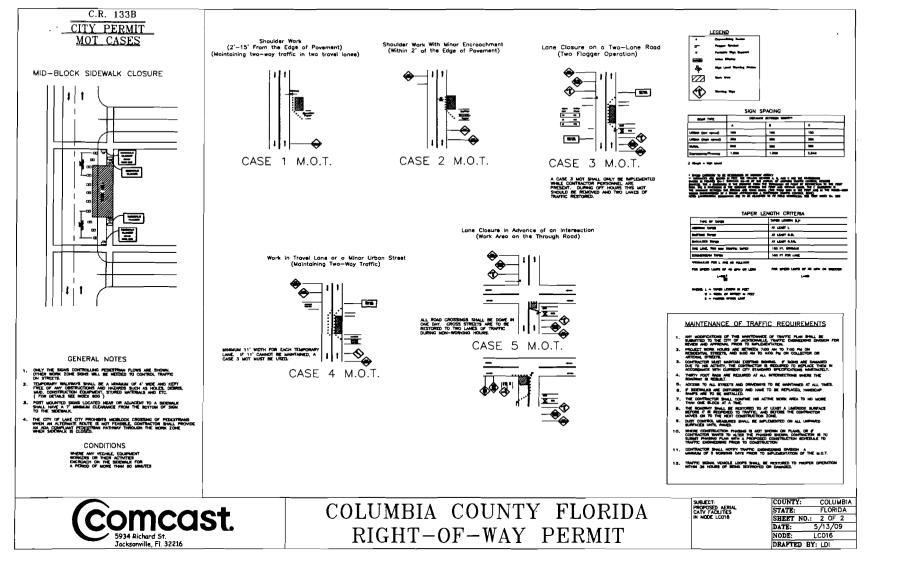
Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_



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# #12

#### COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS UTILITY PERMIT

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Date: 05/21/09	Permit No	_ County Road 106 SW Rosemary Dr Section No
Permittee Comcast	t Cable_	
Address 5934 Rich	nard Rd, Jacksonville, FL 32216	Telephone Number 904-380-6420
Maintain Proposed	ICATV facilities at Rosemary Ro	rida, hereinafter called the County, to contract, operate and d (106), 13299' undergroundl, Node LC031/Project Reserve at Laurel
FROM:		TO:
Submitted for the	Utility Owner by: -Billie Lentes/A	Agent for Comcast05/21/09
	Typed Name &	Title Signature Date
() FORT WHITE (	(). A letter of notification was ma	pality: YES (X ) NO ( ). If YES: LAKE CITY ailed on 05/21/09to the following utility
again immediately located at The PERMITTEE's Tel	upon completion of work. The Pr	Il be notified twenty-four (24) hours prior to starting work and ublic Works Director is <u>Kevin Kirby</u> Telephone Number enance of Traffic is Gary Voisin (This name may be provided)
and shall be compl date of permit appr	eted within 90 days after perminoval, then PERMITTEE must rev	uction in good faith within _30_ days after issuance of permit, itted work has begun. If the beginning date is more than 60 days from view the permit with the Columbia County Public Works Director to tation 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

\*Notification to Ken Sweet, 386-623-6414, must be made prior to starting work. Utilities Permit Page Two Revised: 8/17/00

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

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

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

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

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

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

2. Additional Stipulations:	

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

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

Signature and Title

Attested

Utilities Permit Page three Revised: 8/17/00

Recommended for Approval: Signature: \_\_\_\_\_ Title: DIRECTOR of PUBLIC WORKS \_ \_\_\_\_ 05-29-09 Date: \_\_\_\_\_

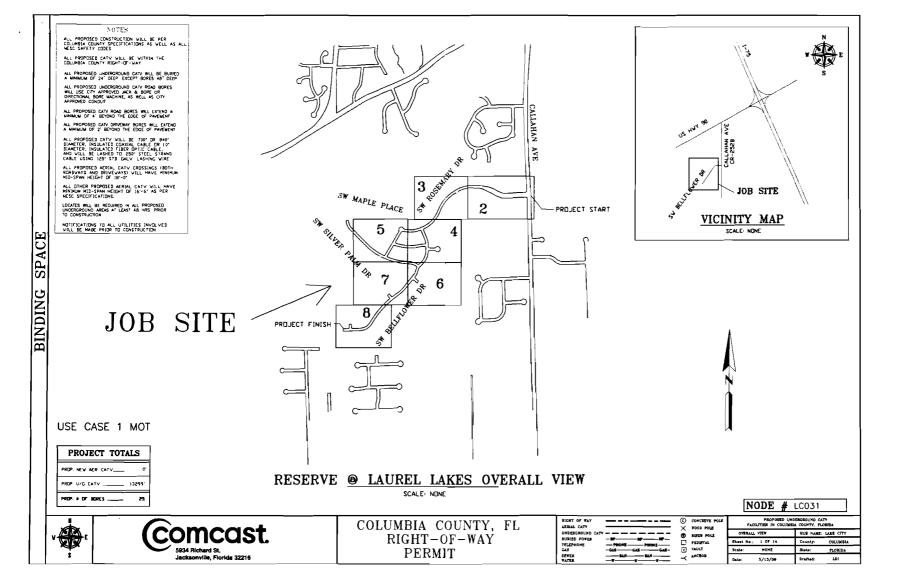
Approval by Board of County Commissioners, Columbia County, Florida:

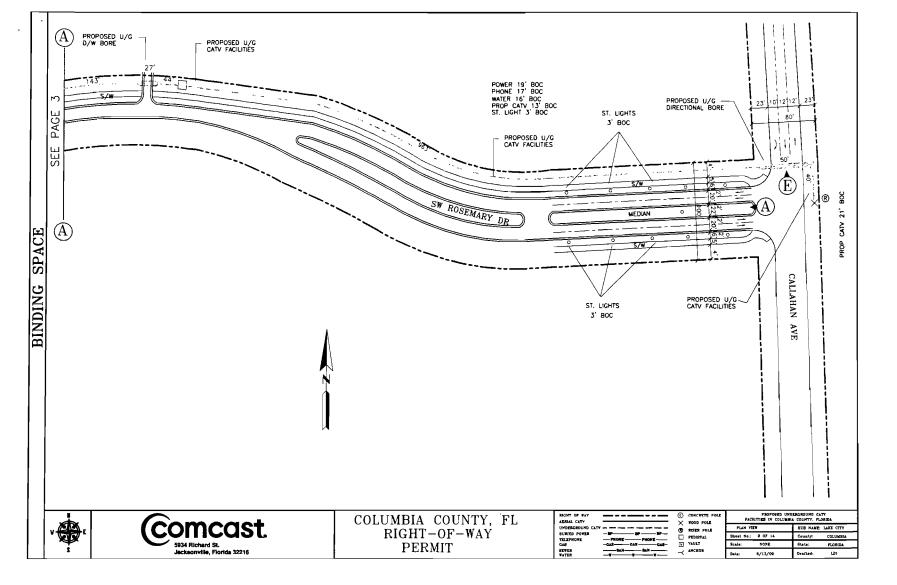
YES() NO()

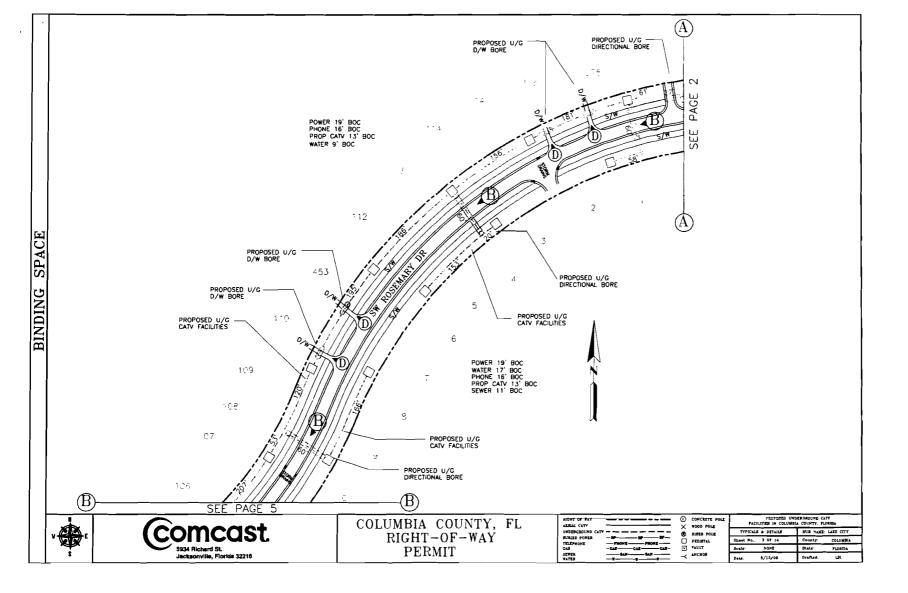
Date Approved: \_\_\_\_\_

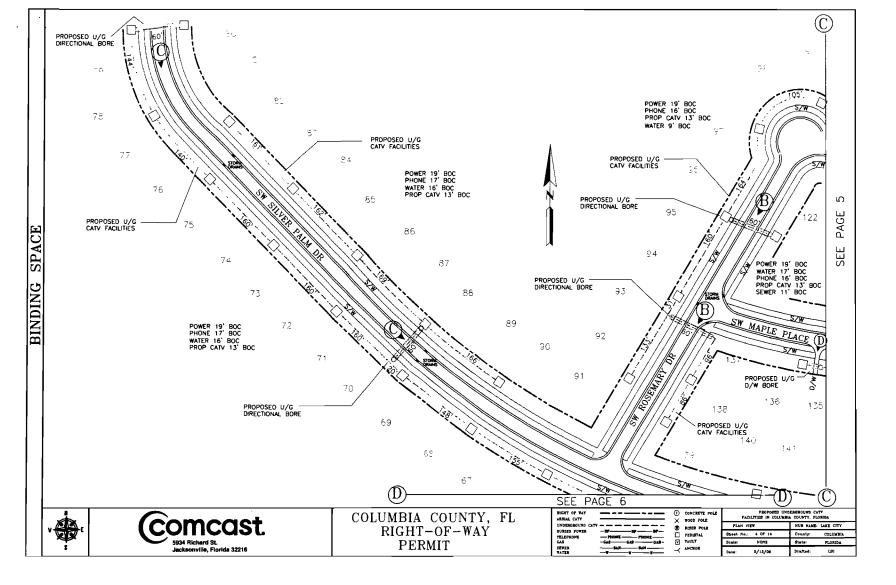
Chairman's Signature: \_\_\_\_\_\_



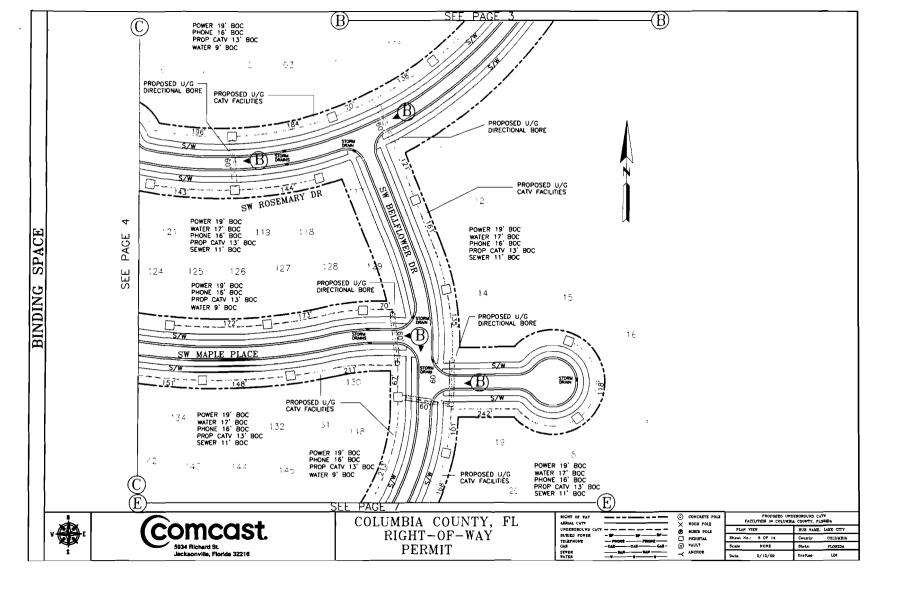


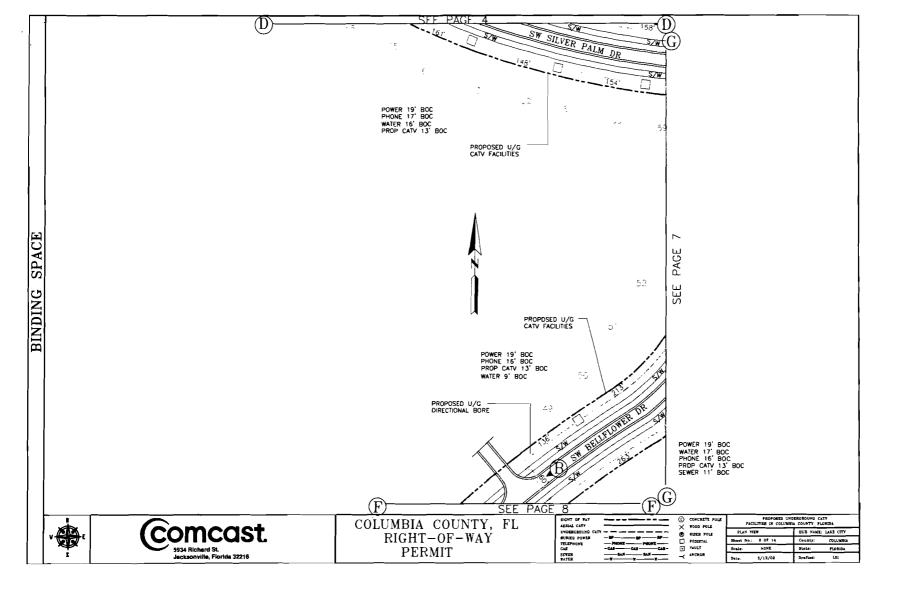


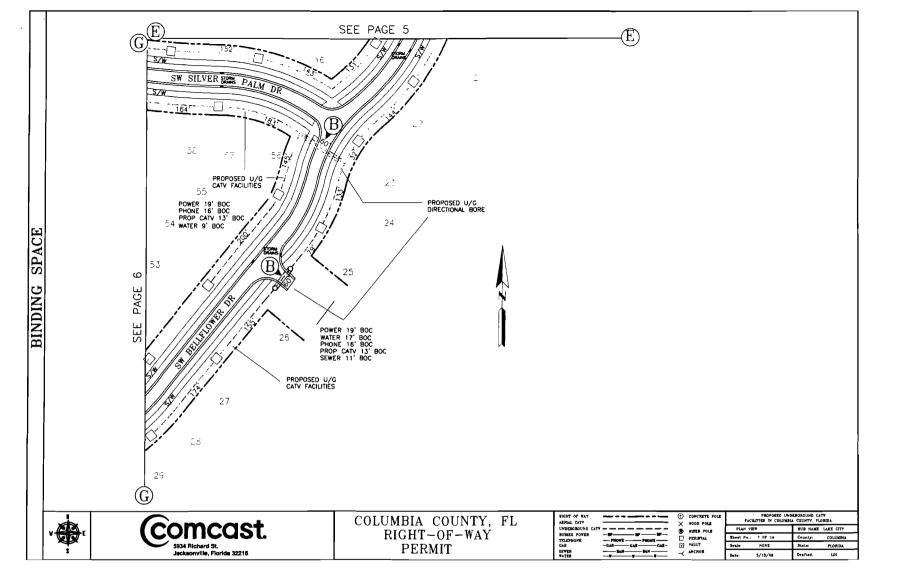


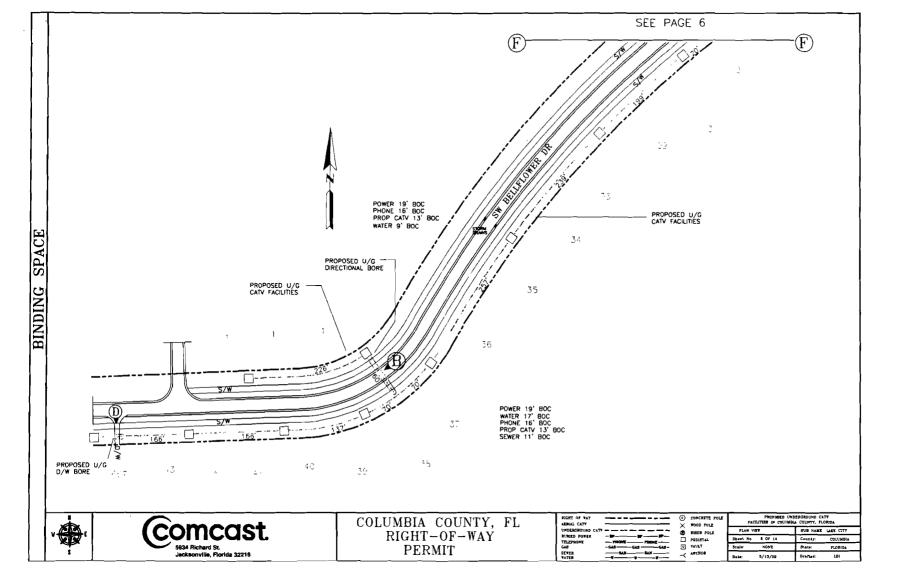


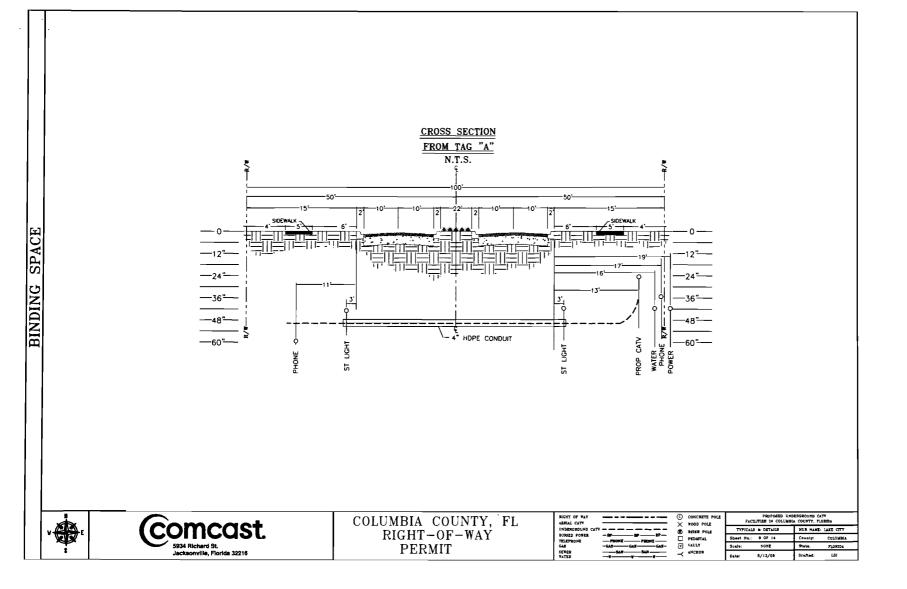
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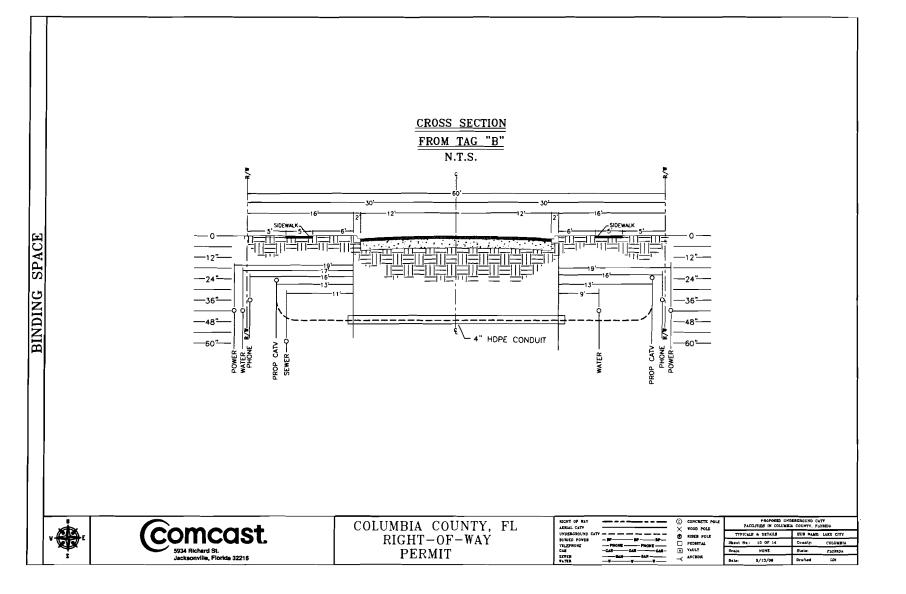


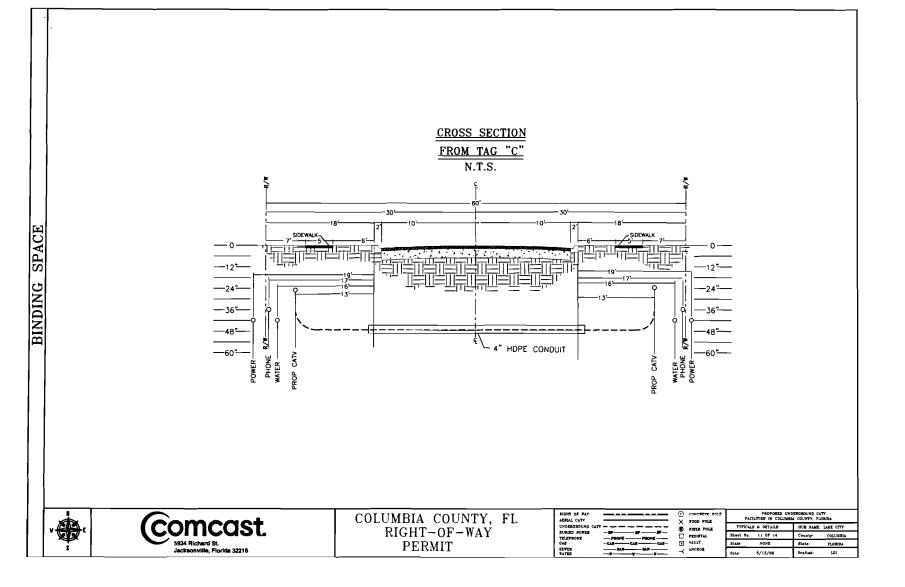


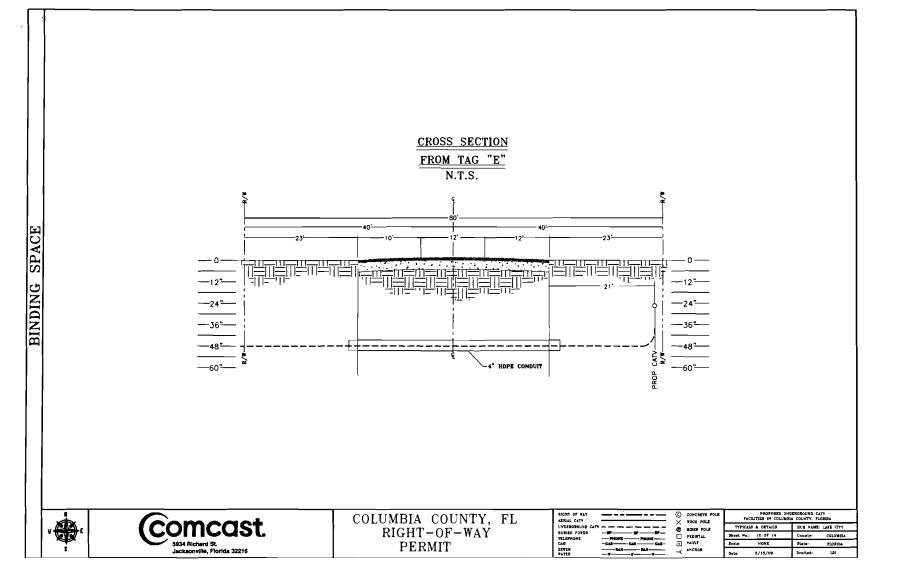


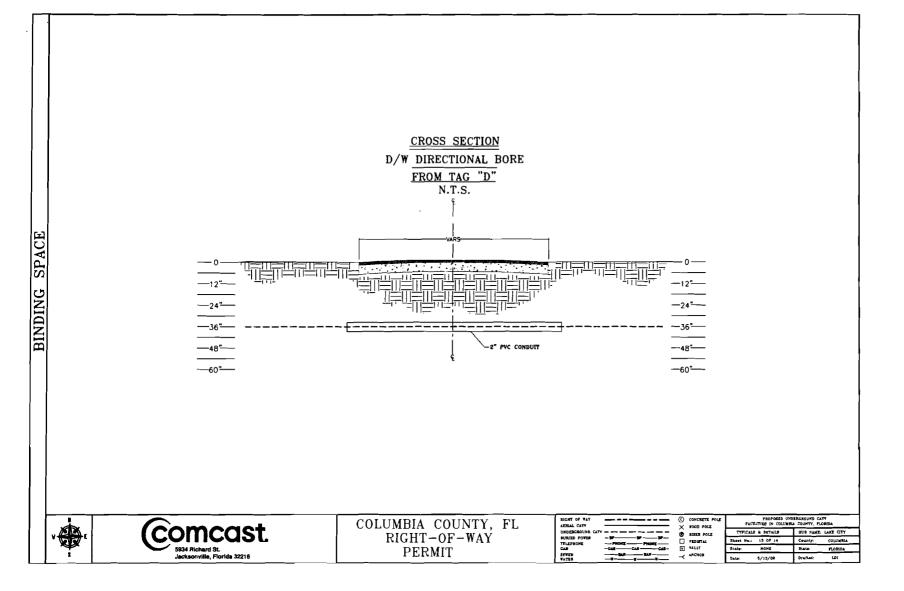


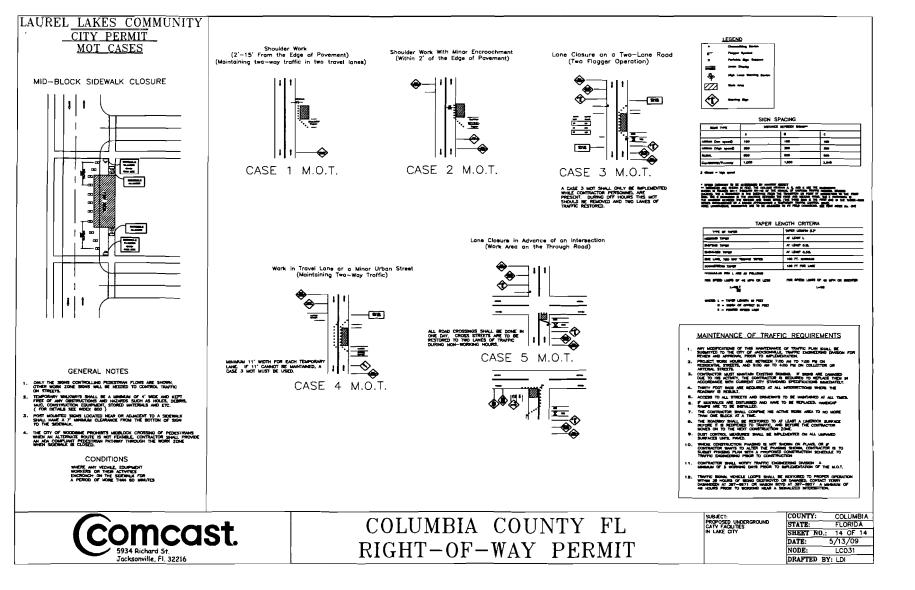












JOB#: \_\_\_\_\_ BST#: \_\_<u>93E61030N</u>\_\_\_\_

# #13

#### COLUMBIA COUNTY BOARD OF COUNTY COMMISIONERS UTILITY PERMIT

 Date <u>5/27/09\_Permit No.\_\_\_\_\_</u>
 County Road <u>CR 252B</u>
 Section No\_\_\_\_\_

Permittee AT&T (fka: BellSouth Telecommunications) ATTN: ANGELA LINDSEY

Address 7666 BLANDING BLVD., JACKSONVILLE, FL 32244 Telephone Number 904-777-9052 EXT 233

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain <u>BELLSOUTH TELEPHONE FACILITIES FOR BST JOB NUMBER</u> 93E61030N

FROM: \_\_\_\_\_\_ TO: \_\_\_\_\_

 Submitted for the Utility Owner by:
 ANGELA LINDSEY, TNKY Permits
 5/27/09

 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 5/27/09 to the following utility owners: N/A

at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within <u>60</u> days after issuance of permit, and shall be completed within <u>60</u> 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

**Utilities Permit** 

\*Notification to Ken Sweet, 386-623-6414, must be made prior to starting work. Page Two Revised: 08-28-00

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

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit 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

and \_\_\_\_\_\_ within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utlities 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: <u>AT&T (FKA: BellSouth Telecommunications)</u> Permittee Place Corporate Seal

TNKY Permit Coordinator

Signature and Title

Attested

Utilities Permit Page Three Revised: 5/4/99

Recommended for Approval:

\_\_\_\_ Signature: : DIRECTOR of Roblie WORKS Title Date : 06-01-09

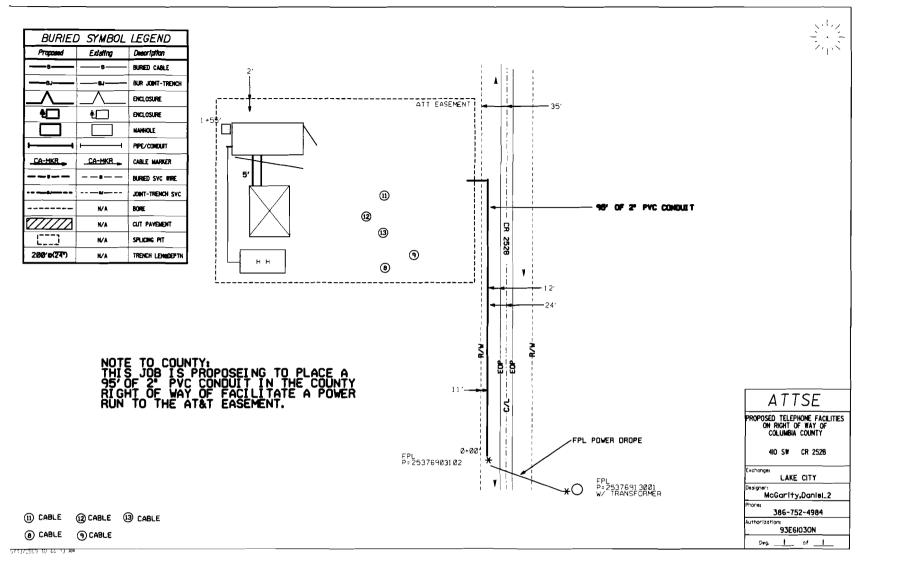
Approved by Columbia County Board of County Commissioners:

YES ( ) NO ( )

Date Approved: \_\_\_\_\_

Chairman's Signature: \_\_\_\_\_\_





## #14

## Amendment #1 to the Memorandum of Agreement

## Revenue Distribution Approach for RACEC Catalyst Project for Economic Development -North Central Florida RACEC

The following provisions contained in the Second Memorandum of Agreement (MOA), which has been entered into between Baker County Board of Commissioners, Bradford County Board of Commissioners, Columbia County Board of Commissioners, City of Lake City, Dixie County Board of Commissioners, Gilchrist County Board of Commissioners, Hamilton County Board of Commissioners, Jefferson County Board of County Commissioners, Lafavette County Board of County Commissioners, Levy County Board of County Commissioners, City of Williston, Madison County Board of County Commissioners, City of Madison, Town of Greenville, Town of Lee, Putnam County Board of Commissioners. Suwannee County County Board of County Commissioners, Taylor County Board of County Commissioners, Union County Board of County Commissioners, Governor's Office of Tourism, Trade, and Economic Development, and Enterprise Florida are hereby amended as follows:

WHEREAS, one of the two priority *Catalyst* Sites is identified and defined as Lake City Columbia County Region, Lake City, Florida – <u>500+/-</u> acres sited as (WGS 1984 Coordinates)

Corner	Latitude	Longitude
1	N30°11'18"	W82°32'14"
2	N30°10'21"	W82°31'57"
3	N30°10'21"	W82°31'48"
4	N30°10'34"	W82°31'18"
5	N30°11'26"	W82°31'31"

and mapped in MOA Attachment <u>A1 which replaces A in its entirety and is</u> attached hereto.

WHEREAS, all other terms shall remain the same.

Governor's Office of Tourism, Trade and Economic Development

Enterprise Florida, Inc.

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Rural Area of Critical Economic Concern Partner:

Columbia County

Name: \_\_\_\_\_

Title:
--------

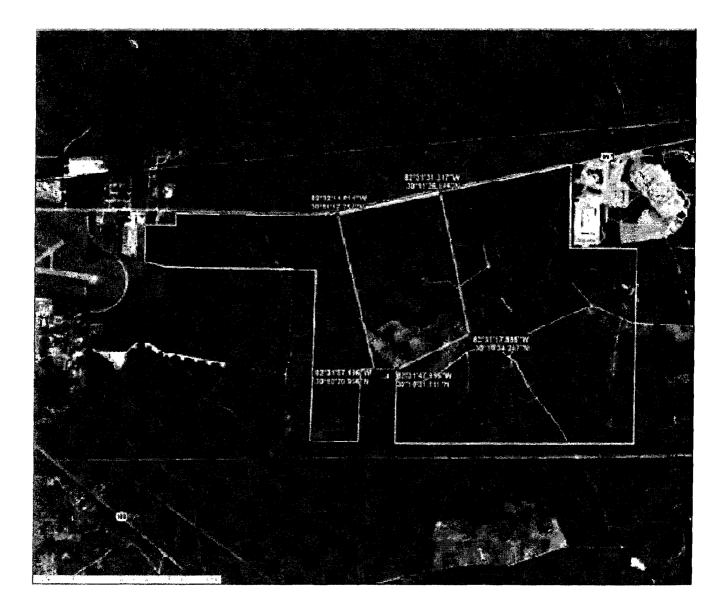
Date:	

#### ATTACHMENT A1 (Replaces Attachment A) Lake City Columbia County Region, Lake City, Florida (500+/- Acres)

#### County Property Appraiser Parcel ID Numbers

A 500 Acre sub parcel contained within the following tax parcels:

- 05-4S-18-10347-000
- 32-3S-18-10335-000
- 33-3S-18-10337-000
- 04-4S-18-10346-000



BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2009-G9019-FL-DJ



Page 1 of 2

**Application** 

Correspondence

Switch to ...

		<u> </u>		
Application Handbook	APPLICATION FOR	2. DATE SUBMITTED	Applicant Identifier	
Overview	FEDERAL ASSISTANCE	June 02, 2009		
	1. TYPE OF SUBMISSION	3. DATE RECEIVED BY	State Application Identifier	
Applicant		STATE		
Information	Application Construction	4. DATE RECEIVED BY	Federal Identifier	
Project Information		FEDERAL AGENCY	rederal Identiner	
Budget and	5.APPLICANT INFORMATION			
<u>Program</u> <u>Attachments</u>	Legal Name		Organizational Unit	
	Columbia County	Columbia County		
<u>Assurances and</u> <u>Certifications</u>	Address P.O Drawer 1529 Lake City, Florida 32056-1529		Name and teiephone number of the person to be contacted on matters involving this application	
Review SF 424				
Submit Application	32030-1323		Milligan, Paige (386) 758-1155	
	6. EMPLOYER IDENTIFICATION	N NUMBER (EIN)	7. TYPE OF APPLICANT	
Help/Frequently Asked Questions	59-6000568		County	
Askeu Questions	8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
<u>GMS Home</u>	New		Bureau of Justice Assistance	
Log Off	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
	NUMBER:16.738CFDAEDWARD BYRNE MEMORIAL JUSTICE ASSISTANCETITLE:GRANT PROGRAM		Patrol Enhancement Communications Project	
	12. AREAS AFFECTED BY PROJ	ECT		
	Patrol, Jail and Finance			
	13. PROPOSED PROJECTStart Date:October 01, 2009		14. CONGRESSIONAL	
			DISTRICTS OF	
	End Date: Septembe	r 30, 2013	a. Applicant	
			b. Project FL04	
	15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT		
	Federal	\$25,239	TO REVIEW BY STATE EXECUTIVE ORDER 12372	
	Applicant	\$0	PROCESS?	
	State	\$0	Program is not covered by E.O.	
	Local	\$0	12372	
	Other	\$0	1	

Review SF-424 Print a Copy

https://grants.ojp.usdoj.gov/gmsexternal/applicationReview.do

Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$25,239		
18. TO THE BEST OF MY KNOWLEDG			
PREAPPLICATION ARE TRUE AND CO BY GOVERNING BODY OF THE APPL ATTACHED ASSURANCES IF THE ASS	ORRECT, THE DOCUMEN ICANT AND THE APPLIC	T HAS BEEN DULY AUTHORIZED ANT WILL COMPLY WITH THE	

Continue

**Budget Narrative** 

.

32 portable radios for patrol 750.00 each x 32 = \$24,000.00

IP web camera (1) @\$600.00

High Speed Color Laser Printer (1) @ \$639.00

Total: \$25,239.00

#### Program Narrative

The portable radios will be used to update the communications system that links the on street officers to one another and the communications center. This purchase is necessary due to a communications center update in our community.

The IP web camera will be used to enter an inmate photo and booking information into the smart cop booking system. The current system is outdated and creates an officer safety issue.

The laser printer will be used in the finance section for budget preparation and everyday needs.

~ ~



## LOYAL ORDER OF MOOSE

LARE CITY LODGE NO. 624 P.O. 80X 91 LARE CITY, FL \$3058

June 02, 2009

To: Board of Columbia County Commissioners

Subject: Permit for 4th of July 2009 Fireworks Show

Lake City Moose Lodge #624 is planning to have a Fireworks Show on our property by Watertown Lake, for everyone to view, on July 4, 2009, at Dusk Dark.

We would like to request a permit for that occasion. All safety precautions will be observed and a licensed pyrotechnic will be on hand to supervise this event.

Thank You,

Jerry A. Parnell Administrator Lake City Moose Lodge 624

Lodge Ph# Jerry Parnell #	386-755-3730 386-965-6658	Fax	386-	755-2191
E-mail	jap 624@ peoples	nc.com	•	

# #17

## Florida Crown Workforce Board, Inc. Region 07

### **Employed Worker Training Agreement**

with

### Columbia County Board of County Commissioners (Columbia County Fire/Rescue)

#### **Funding Sources: CFDA**

- [ ] 93.558 Temporary Assistance for Needy Families
- [x] 17.258 WIA Adult Program
- [ ] 17.260 WIA Dislocated Workers
- [ ] 17.259 WIA Youth Activities
- [ ] 17.207 Wagner-Peyser/Reed Act
- [] 17.225 UC
- [] 17.804 Local Veterans' Employment Representative Program
- [ ] 17.801 Disabled Veterans' Outreach Program
- [ ] 17.235 Senior Community Service Employment Program
- [ ] 10.551 Food Stamps
- [] 17.253 Welfare-to-Work Grants (not applicable for 04-05)
- [ ] 17.255 WIA Toll Free Help Line

Effective May \_\_\_\_, 2009

1

#### EMPLOYED WORKER TRAINING PROGRAM AGREEMENT BETWEEN FLORIDA CROWN WORKFORCE BOARD, INC. AND COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (FOR COLUMBIA COUNTY FIRE/RESCUE) FY 2009 - 2010

This *AGREEMENT* is entered into between the Florida Crown Workforce Board, Inc. (hereinafter referred to as "FCWB"), located at 1389 US Highway 90 West, Suite 170-B, Lake City, Florida 32055 and Columbia County Board of County Commissioners for Columbia County Fire/Rescue (hereinafter referred to as "CCFR"), located PO Box 1529, Lake City, FL 32056-1529.

#### 1. TERMS and CONDITIONS:

FCWB will provide training assistance under the Employed Worker Training Program (EWTP) as follows:

- All personnel designated for training must meet WIA eligibility requirements. FCWB (utilizing Arbor personnel) will establish and certify eligibility of all personnel prior to their enrollment or receipt of any training.
- This training is for Fire Fighter to Paramedic Training **only** and is not to be applied to any other ongoing contract or training that is presently underway at CCFR. This training is necessary for employees to meet Columbia County requirements.
- FCWB funds will be used for training of **existing** CCFR personnel and is in the direct support of Florida economic development efforts.
- This training is required in order for existing CCFR workers to retain employment that allows for economic self-sufficiency and to avoid lay off.
- CCA personnel funded under this agreement will be upgrading to jobs that require additional skills and training. Employees completing the training will receive a minimum increase of \$\_\_\_\_\_ per hour at completion of the training.
- FCWB will **reimburse** CCFR once employees have completed required training and received certification. The total amount to be reimbursed for this training program will not exceed one thousand dollars (\$1,000.00) per person for registration or supportive services (maximum of 10 participants, not to exceed \$10,000.00) as described on Schedule A attached.

- FCWB will work with CCFR to establish program eligibility for all designated EWTP personnel during mass or individual orientation (as desired by CCFR). CCFR agrees that employees designated for this training that cannot attend mass orientation will report to the FCWB One-Stop Career Center located at 1389 US Highway 90 West, Suite 170, Lake City, Florida 32055 for full registration before being accepted into the program.
- Upon **completion** of the training CCFR will provide FCWB with a completed *Cost Allocation Sheet*' (see attachment) and proof of training completion and credential attainment.
- The '*Cost Allocation Sheet*' must be presented to the FCWB, Budget Analyst no later than ten (10) working days after the completion of the training period.
- FCWB will reimburse CCFR within fifteen (15) working days of receipt of a completed and approved '*Cost Allocation Sheet.*'
- Employer and/or Employee of the Employer as aforementioned in this *AGREEMENT* agree to forward all training documentation/certification relating to the training to FCWB.

This *AGREEMENT* shall commence on May \_\_\_\_\_, 2009 or the date on which this *AGREEMENT* has been signed by both parties; whichever is later. This *AGREEMENT* shall terminate no later than June 30, 2010.

It is understood and agreed to by the Contractor that FCWB may use information regarding this *AGREEMENT* in its grant applications.

#### 2. Termination:

#### a) <u>Termination at Will:</u>

This *AGREEMENT* may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the individuals identified

#### b) <u>Termination for Breach:</u>

Unless CCFR breach is waived by FCWB in writing, FCWB may, upon written notice of breach to CCFR, terminate this *AGREEMENT* upon no less than seventy-two (72) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver or breach of any provision of this *AGREEMENT* shall not be deemed to be waiver of any other breach and shall not be construed to be a modification of terms to the *AGREEMENT*.

#### 3. Notice of Contact:

#### The name, title and address of the representative for the FCWB:

Anna Schneider, Contract Quality Assurance Florida Crown Workforce Board, Inc. 1389 US Hwy. 90 West, Suite 170-B, Lake City, FL 32055 (386) 755-9026, ext. 3219

#### The name, title and address of the representative for CCFR:

David L. Boozer, Division Fire Chief Columbia County Fire/Rescue 508 SW SR 247, Lake City, FL 32025 (386) 754-2071

In the event that either party designates a different representative following the execution of this *AGREEMENT*, notice of the name, title and address of the new representative will be rendered in writing to the other party and said notification attached to the original copies of the *AGREEMENT*.

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

**IN WITNESS** thereof, the parties hereto have caused this *AGREEMENT* to be executed by their undersigned agreed upon by both parties.

#### COULUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

FLORIDA CROWN WORKFORCE BOARD, INC.

**Authorized Employer Representative** 

**Employer's Federal I.D. Number** 

Name & Official Title

John Chastain

**Official Title** 

Date

Date

4

## Schedule A

Fire Fighter to Paramedic EWT:

Registration Fee	\$ 150.00 per student
Book Fee, Uniforms, Background	\$ 816.00 per student
Other Supportive Services	<u>\$ 34.00</u> per student
Total Per Student:	\$1,000.00

ADDENDUM TO CONTRACT

#### **DOCUMENTS ATTACHED**

۱.

The following documents are attached, as required, depending on the purchase threshold fixed at 41 U.S.C. 403(11):

- (a) Assurances and Certifications
- (b) Contract Clauses by Reference
- (c) Non-Discrimination and Equal Opportunity Provisions of the WIA
- (d) Conflict of Interest Statement/Certification
- (e) Sworn Statement pursuant to Section 287.133 (3) (a), Florida Statues, on Public Entity Crimes
- (f) Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- (g) Drug Free Workplace Certification
- (h) Certification Regarding Lobbying/Certification for Contracts, Grants, Loans and Cooperative Agreements

#### ASSURANCES AND CERTIFICATIONS

A. The Contractor assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (WIA), the Workforce Innovation Act of 2000 (WIA 2000/WTP/TANF) and the Wagner-Peyser Act of 1993, including any amendments thereto, hereafter referred to as the Acts, and with any regulations and policies promulgated thereunder and all applicable OMB Circulars. The Contractor further agrees to comply with all subsequent revisions, modifications, and amendments to the Acts, regulations, policies promulgates and applicable OMB Circulars.

Failure of the Contractor to accept or comply with changes which affect the terms of the Agreement shall be sufficient basis for termination.

- B. The Contractor understands and agrees that verbal communications between the parties will not be accepted in any audit determination or any other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this contract.
- C. The Contractor agrees that payments are predicated upon properly documented proof of performance benchmarks completed and/or allowable costs incurred in accordance with the terms of this contract. The Florida Crown Workforce Board (FCWB) may verify information reported on invoicing documents. <u>The submittal of false information may be considered as fraud and could result in the immediate termination of the contract.</u>
- D. Verification may be accomplished by on-site reviews of project operations; inspection and/or transaction of any and all project reports, documents, records; interviews with any beneficiary; or observations of any actions covered under the contract.
- E. The contractor agrees to give the Secretary of Labor, Secretary of Health and Human Services, Comptroller General, the Governor, FCWB through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for five (5) years from the date of termination of this contract, unless audit exceptions have been identified as specified in Paragraph C above. In the event of a legal issue being raised, Customer files are to be retained for five (5) years from the date of resolution of the legal issue.

#### CONTRACT CLAUSES BY REFERENCE

 Contract Clauses: To reduce the size of the Agreement, several common government contract provisions and Office of Management and Budget (OMB) Circulars which may be applicable shall be incorporated by reference only. The full text of these contract items can be obtained through the Internet or this office.

The following OMB Circulars and contract clauses are either attached or hereby incorporated by reference:

- (a) OMB Circular A-122 "Cost Principles for Non-Profit Organizations"
- (b) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"
- (c) Equal Employment Opportunity E.O. 11126 as amended by E.O. 11375 and 41 CFR Part 60.
- (d) Copeland "Anti-Kickback" Act 18 U.S.C. 874, 40 U.S.C. 276c & 29 CFR Part 3
- (e) Davis-Bacon Act, as amended 40 U.S.C. 276a to a-7 & 29 CFR Part 5
- (f) Contract Work Hours and Safety Standards Act 40 U.S.C. 327-333 &29 CFR Part 5
- (g) Clean Air Act of 1990, Title 42, Chapter 85, and Chapter 403 of the Florida Statutes (42 U.S.C. 7410 et seq.) and the Federal Water Pollution Control Act – 33 U.S.C 1251 et seq., as amended (contracts over \$100,000)
- (h) Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- (i) Debarment and Suspension E.O.s 12549 & 12689
- (j) Rights to Inventions Made under Contract or Agreement 37 CFR Part 401
- (k) Energy Policy and Conservation Act of 2005 (Pub.L.109-58) signed into law August 8, 2005
- Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204, 116 Stat. 745, also known as the Public Company Accounting Reform and Investor Protection Act of 2002.

#### Non-Discrimination and Equal Opportunity Provisions of the WIA

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964 vice 1975, as amended, which prohibits discrimination on the basis of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1967 as amended, which prohibits discrimination on the basis of age;
- Title I and Title V of the Americans with Disabilities Act of 1990 (ADA);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance."

**Prohibition Against Discrimination:** Decisions regarding the delivery of services under this contract shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

**Equal Opportunities for Participants:** Participants in activities or programs funded by this contract or any amendment hereto shall not be discriminated against because of their status as participants regarding the terms and conditions of training or compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### CONFLICT OF INTEREST STATEMENT/CERTIFICATION

Organizations submitting a proposal must execute either Section 1 or Section 2 hereunder relative to Florida Statue 112.313(12). Failure to execute either Section may result in rejection of the Proposal.

#### **SECTION 1**

I hereby certify that no official or employee of the Florida Crown Workforce Board, Inc. or any Board member, or any immediate family member of the Board employee or Board member has material financial interest in this organization.

Signature: \_\_\_\_\_\_

Name of Official:	
Company Name:	
Business Address:	
City, State, Zip Code:	

#### **SECTION 2**

I hereby certify that the following named Board official(s), employee(s), Board member(s), or immediate family member of Board employee or Board member has a material financial interest(s) [in excess of 5%] in this organization and has filed the appropriate Conflict of Interest statements with the Board prior to the review and discussion of this proposal.

Name: \_\_\_\_\_

Title or Position:
Date of Filing:
Signature:
Name of Official (Type or Print):
Company Name:
Business Address:
City, State, Zip Code:

#### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

## THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to: Florida Crown Workforce Board, Inc. by Chief Operating Officer for (print name of entity submitting address sworn statement) whose business is and (if applicable) its Federal Employer Identification Number (FEIN) is if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
- 2. I understand that a *"public entity crime*" as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the applicable statement which I have marked below is true in relation to the entity submitting this sworn statement.

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; however there has been a subsequent preceding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. *Attached is a copy of the final order.* 

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, OR THROUGH THE END OF THE CONTRACT FOR WHICH IT IS BEING SIGNED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_\_, who is [] personally known to me or [] produced \_\_\_\_\_\_ as identification, and who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_.

Notary Public, State of Florida at large

My commission expires: \_\_\_\_\_

#### DRUG FREE WORKPLACE CERTIFICATION PROVISIONS REGARDING A DRUG-FREE WORKPLACE

The regulations regarding a drug-free workplace were published in Part II of the April 25, 1989 Federal Register (Pages 17861-17862).

- A. Definitions. As used in this provision,
  - *"Controlled substance"* means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
  - *"Conviction"* means a finding a guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - *"Criminal drug statute"* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
  - "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
  - *"Employee"* means an employee of a Contractor directly engaged in the performance of work under a government contract.
  - *"Individual"* means a contractor that has more than one employee including the contractor.
- B. By submission of its offer, the organization, if other than an individual, who is making an offer that equals or exceeds **\$25,000.00**, certifies and agrees, that with respect to all employees of the contractor to be employed under a contract resulting from this solicitation, it will:
  - 1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - 2. Establish a drug-free awareness program to inform such employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The Contractors policy of maintaining a drug-free workplace;

- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
- 3. Provide all employees engaged in the performance of the contract with a copy of the statement (b)(1) of this provision;
- Notify such employees in the statement required by subparagraph (b) (1) of this provision that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 5. Notify the contracting officer within ten (10) days after receiving notice under subdivision (b) (4) (ii) of this provision, from an employee or otherwise receiving notice of such conviction; and
- Within 30 days after receiving notice under subparagraph (a) (4) of this provision of a conviction, impose the following sanctions or remedial measure on any employee who is convicted of drug abuse violations occurring in the workplace;
  - a. Take appropriate personnel action against such employee, up to and including termination or;
  - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or appropriate agency.
- 7. Make good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this provision.
- C. By submission of its offer, the organization, if an individual who is making an offer of any dollar value, certifies and agrees that the organization or entity will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- D. Failure of the organization or entity to provide the certification required by paragraph (b) or (c) of this provision, renders the proposing organization or entity unqualified and ineligible for an award.

E. In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of any agency of the United States and the making of false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Where the organization is unable to certify to any of the statements in these provisions, the contractor shall attach an explanation to this proposal. The organization shall also submit a copy of its policy regarding a drug-free workplace to the Board.

Organization

Name of Certifying Official

Signature

Date



#### Columbia County Board of County Commissioners JOINT MEETING May 27, 2009

The Columbia County Board of County Commissioners and the Lake City Council met in a scheduled meeting in the conference room at City Hall at 6:00 p.m.

#### IN ATTENDANCE:

County Commissioners Present:	Chairman Stephen Bailey, Ronald Williams, Jody Dupree, Dewey Weaver and Scarlet Frisina.
City Council Members Present:	George Ward, Jake Hill, Melinda Moses, Eugene Jefferson, and Mayor Stephen Witt.
Others in Attendance:	
For the County Commission:	County Manager Dale Williams County Attorney Marlin Feagle Asst. County Manager Lisa Roberts Deputy Clerk Sandy Markham
For the City Council:	City Attorney Herbert Darby Interim City Manager Dave Clanton City Clerk Audrey Sikes

#### **ORDER:**

The meeting was called to order. Mayor Witt opened with prayer. The Pledge of Allegiance to the Flag of the United States of America followed. Clerks for the City and the county took roll.

#### AGENDA:

The agenda was reviewed and accepted as published.

#### **INTERLOCAL AGREEMENT:**

The Interlocal Agreement for a Combined Communications Center was previously provided to the Board and the Council in draft form. County Attorney Feagle reported that all agencies have had an opportunity to review and discuss the agreement.

Commissioner Dupree asked for additional information as to how the retirement will be handled for those city employees who choose to become county employees. Councilman Ward replied that this will involve eight employees. Two of the employees are already vested in the General Employees Retirement Fund and they will retire at this point. If they choose to become employees of the county they will join the Florida Retirement System. The other six employees are already members of Florida Retirement System. According to the agreement, the city employees will have an opportunity to become county employees without losing their tenure.

<u>MOTION</u> by Councilwoman Moses to approve the interlocal agreement. Second by Councilman Jefferson.

The city will approve a resolution at the their next meeting ratifying the action taken.

Page 7 of the agreement reflects a blank date. The agreement will be effective October 01<sup>st</sup>. The motion carried unanimously.

<u>MOTION</u> by Commissioner Frisina to approve the interlocal agreement. Second by Commissioner Weaver. The motion carried unanimously.

Chairman Bailey introduced Mr. Doug Brown as the Dispatch Center Director.

#### 911 UPGRADES:

Sheriff Hunter gave a Power Point Presentation on behalf of the 911 Communications Committee regarding 911 upgrades relating to the combined Dispatch Center. The complete presentation is attached to the original minutes. The Board considered the request for funding.

<u>MOTION</u> by Commissioner Williams to adopt the recommendation of the Communications Committee. Second by Commissioner Dupree. The motion carried unanimously.

Commissioner Dupree said it was worth noting that Sheriff Hunter had a grant in the amount of \$103,000 that he could have done anything with, but instead he chose to invest it in upgrading this system. The Chair encouraged the City to also invest in this venture as the City will also become a part of the upgraded system beginning October 01, 2009.

The Motion carried unanimously.

#### **RESCUE:**

The County Manager asked if the letter he sent dated May 21, 2009 to interim City Manager Dave Clanton had been received and if the Council understood its purpose.

The County Manager explained since the City's EMS services are provided by the County, it is important that the City understands the County is taking a new course as it relates to EMS. The County is moving very quickly towards merging EMS and the County Fire Departments. The cross training of personnel has been approved by the Board of County Commissioners. It is anticipated that the county will have a cross trained fire/rescue service in approximately 18 months. The significance of that is that while EMS is being provided across geographical boundaries, fire services are not. The City was invited to participate in the cross training of their staff so they too would have a staff capable of providing full fire and rescue services within their own jurisdiction.

Commissioner Williams said that he is still disappointed that the City continues to owe the county approximately \$750,000 for past emergency medical services provided by the county. Commissioner Williams said that after reading a recent article in the Lake City Reporter regarding the City's finances, it seems that the City may have the money to pay back. He said the County cannot afford to continue subsidizing rescue within the city. He said that he hoped the two entities would work toward an amicable resolution of the matter. He asked if the City ever got a legal opinion from special council regarding the funding of rescue.

Mayor Witt does not think the City ever received a final opinion. He said that if the City pays for EMS services, he's not convinced that it would not be double taxation for city residents.

Regarding the newspaper article mentioned by Commissioner Williams, Mayor Witt said that the city did receive a favorable audit, but does not have excess money that will not be allocated. The city is being cautious with their reserves as they are looking at investing in a \$30,000,000 waste water treatment project.

Councilman Ward said that the City remains in good financial condition, because the City has eliminated almost every capital outlay project from the budget for the last two years. He said it would hardly make sense to pull \$750,000 for from reserves for recurring costs. He assured Commissioner Williams that there is no excess money in the City's operating budget. He said that the City may find a way to begin paying, but if they do, they would have to make some hard choices about eliminating services.

County Manager Williams explained that the County pays for EMS from shared revenues; the same shared revenues that the City receives. While the city residents may pay the same amount of ad valorem taxes as the county residents, it is not the ad valorem proceeds that funds EMS. Additionally, the County does not believe that EMS is a mandated service. Therefore, there is nothing in the law or constitution that requires it to be provided.

Commissioner Dupree said that what defines the issue for him is that the city and the county both collect the same funding source, but the city elects to use their money in another area while the county uses its money to pay EMS for the county "and" the city. He agreed that "if" EMS was being supported with non ad valorem taxes that it would be double taxation. However, it is not being paid from non ad valorem taxes.

Mayor Witt said that he has some problem with how the county decides what they will pay from which account. The County Manager explained that the county has sixteen funds to manage compared the City's two funds. There is a substantial difference in budgeting between the City and the County. Commissioner Williams said that the City will have to make a decision in 18 months regarding EMS.

Commissioner Weaver said the County needs for the City to pay their fair share for EMS so that the County can continue improving EMS. He said the city's money would not be put back in the general revenue as reimbursement. The money would be used for EMS. He explained that currently, another unit is desperately needed, which will cost approximately \$275,000.

Councilman Ward said that the City has two new council members, and also a new City Manager will be onboard soon. He said that once everyone has been brought up to date on the issue, he personally feels that the City will be able to get an answer to the County in approximately three-four months.

The Mayor said this could be a topic for a brief discussion at Monday's City Council Meeting.

Commissioner Dupree asked if there is a contract between the County and Century. EMS Director Rusty Noah said that there is a contract in place for them to provide assistance.

#### **BLANCHE HOTEL SPACE**

Attorney Stephen Smith advised that he is one member of a group of citizens ("the Group") who own the Old Blanche Hotel. He said that it is the Group's understanding that the City and County have or may have a need in the near future for record storage and office space. He said that the Blanche Hotel has 75,000 square feet of space and that over half of that space is climate controlled. He said the Group believes the Blanche Hotel to be an ideal location, because of its historical significance, central location and its proximity to the Courthouse and City Hall. He said the Group is ready, willing and able to be part of any plan that might be of mutual benefit to the communities and local governments. He said they are willing to assist in any way that they can to help meet the needs of both the City and the County and to do so in a way that would be financially advantageous to themselves, local government and the community.

Councilman Ward said if it would make the proposition of doing something in the downtown area more feasible for the County, he would personally be open to the idea of using Community Redevelopment money toward making the Blanche Hotel a more viable alternative.

Councilman Ward said that it bothers him to think of the county offices being relocated on Lake Jeffery Road. He said that it is outside of the city limits and it is outside of the county seat. He would prefer the County look at something downtown if possible. In Commissioner Williams' opinion, the most significant problem with remaining in the downtown area is the issue of minimal parking. Commissioner Williams said tearing down City Hall and building a parking garage may make it a viable option. Councilman Ward said that could be an option to consider. Quotes are now being taken to demolish old City Hall.

Mr. Stephen Smith said if additional space is an issue the Group also owns an adjacent piece of property that is almost a city block in size that is adjacent to the Blanche Hotel building that could be used for parking.

#### **ANNIE MATTOX PARK**

Commissioner Williams recalled that a couple of years ago the City and County entered into an agreement relating to Annie Mattox Park where the City and County agreed to jointly fund (50/50) all improvements to the park. At a joint meeting, the lighting was discussed. The City did not have the money at that time to pay for half of the project. Commissioner Williams said that the County paid the City's portion from District 1 Special Projects funds contingent upon the City reimbursing the account. He said that there was a consensus from the City at that time. He asked the City to reimburse their portion of the project, which is \$98,000. As a member of the Recreation Committee, Councilman Jeffers said that he did recall that discussion 2-3 years ago. The Mayor said that he would have the matter researched and put the matter on the agenda for Monday night.

#### **PUBLIC INPUT**

<u>Citizen Stew Lilker</u> said that he has never heard of anyone being in favor of moving the county seat to Lake Jeffery Road except for the County Commission and the County Manager. He suggested the county investigate whether it is legal to move the county seat to Lake Jeffery Road. Mr. Lilker did not understand why the county would consider making the county offices so inaccessible to so many county residents. He said that moving that far out will create a hardship on those living in the southern end of the county. He said that it is already a 75 miles round trip for him to visit the county offices.

Mr. Lilker said regarding the EMS issue that the City taxpayers are paying \$350,000 per year to subsidize the commercial building rates that everyone works in, but he's never heard the City ask the County to assist with the expense of fire protection on the state and county buildings. He said the nonsense with the EMS issue needs to stop, and that a 75,000 square foot storage facility is a step in the right direction, and that the County should focus more on projects that would help everyone such as a parking garage at old City Hall.

Mr. Lilker asked what happened to the Plant CML grant in the amount of \$439,714.58. EMS Director Rusty Noah answered the time for spending the money expired and the money will be returned to the state. He said that the county has maintained favorable status with the state and they have encouraged the county to reapply for the grant. The County is working on the details for reapplying and believes it is possible to be awarded those funds again. The money is still available and the county can reapply as early as July. Mr. Noah said that the he believes the county has the same chance of getting the funding as it did before.

Mr. Noah explained when the grant was originally applied for they didn't know that there was a contract that the former Sheriff had entered into with AT&T. He said this information came out in September just as the purchase was about to be made for Plant CML. This made the whole grant virtually impossible at that point, because the buyout price was substantial.

Citizen David Rountree congratulated the City and County on passing the interlocal agreement. With respect to the Communications Committee's recommendation, he asked if a time line had been established for having the new system operable. The County Manager said that the Committee meets weekly and the timeline will likely be on the next agenda. The system will be implemented as soon as possible.

#### JOINT MEETING

Everyone agreed the November 18, 2009 joint meeting would begin at 7:00 p.m.

#### ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 7:35 p.m.

ATTEST:

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Board of County Commissioners

P. DeWitt Cason Clerk of Circuit Court District No. 1 - Ronald Williams District No. 2 - Dewey Weaver District No. 3 - Jody DuPree District No. 4 - Stephen E. Bailey District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS . COLUMBIA COUNTY

#### Memo

Date: 5/29/2009

To: Board of Commissioners

From: Ben Scott, Purchasing Director Im Sur

RE: Westside Community Center Property

I have reached a tentative agreement for the purchase of a 21.14 acre parcel located on Birley Road, excluding a 60 feet easement, for the future site of the West Side Community Center. The terms of the agreement are as follows:

- the County will pay \$227,100 to the owner
- the County will extent the existing 30 feet easement to 60 feet

• the County will clear a driving path on the easement to allow access to the property located directly behind this parcel

- the County will fence the property
- the County will install a culvert to access the easement

The appraised value of this property is \$211,400. The purchase price and the value of improvements for the easement are within 10% of the appraised value.

I would like to request that the Board approve the purchase and request that the County Attorney prepare the required documents.

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