

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

JUNE 22, 2015

5:30 P.M.

-
- (1) Public Works Department – Utility Permit – AT&T Authorized Agent
Rebecka Bonts – SW Dorch Street**
 - (2) Public Works Department – Utility Permit – Comcast/FCCG – Pinemount
Road**
 - (3) Public Works Department – Utility Permit – AT&T Authorized Agent
Rebecka Bonts – SE Lochlynn Terrace**
 - (4) Public Works Department – Utility Permit – AT&T Authorized Agent
Rebecka Bonts – SW Ring Court**
 - (5) Public Works Department – Utility Permit – AT&T Authorized Agent
Rebecka Bonts – 313 SW Cates Street**
 - (6) Public Works Department – Utility Permit – Comcast/FCCG – SE Country
Club**
 - (7) Emergency Management – Requesting Approval of the Annual Emergency
Management Performance Grant – Contract between Columbia County
Board of County Commissioners and State of Florida Division of
Emergency Management - \$52,102.00**
 - (8) Emergency Management – Requesting Approval of the Emergency
Management Preparedness and Assistance Program Base Grant – Contract
between Columbia County Board of County Commissioners and State of
Florida Division of emergency Management - \$ 105,806.00**
 - (9) External Budget Amendment – Sheriff's Office – BA # 15-58 – #3 – Search
for Missing Lady - \$29,000.00**
 - (10) Landfill Department – Requesting Approval for Mosquito Control Detailed
Work Plan Budget FY 15/16 - \$31,540.00**

- (11) Public Works Department – Requesting Approval of a Roadside Memorial Marker – Robert “Bobby” Smith, Deceased – Koonville Road & Pinemount Road**
- (12) Purchasing – Bid Award No. 2015-08 – Resurfacing of Hall of Fame Drive, Brady Circle and Otter Court – Live Oak Management Group, LLC - \$92,800.00**
- (13) Sheriff’s Office – Requesting Approval for Funding under the JAG Grant Program - \$17,716.00**
- (14) Tax Collector’s Office – 2014 Recapitulation of Errors and Insolvencies**
- (15) BCC Administration – Minute Approval – Board of County Commissioners – Regular Meeting – May 21, 2015**
- (16) BCC Administration – Minute Approval – Board of County Commissioners – Special Meeting/Budget Workshop – May 28, 2015**

RECEIVED

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

JUN 08 2015

AGENDA ITEM REQUEST FORM

Board of County Commissioners
Columbia County

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

Today's Date: May 29, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

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

Date: 5/15/2015 Permit No. _____ County Road _____ Section No. _____

Permittee At&t Authorized Agent Rebecka Bonts

Address 7011 AC Skinner Prkwy suite 150 Jacksonville, FL 32256 Telephone Number 904-330-3808

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain:

At&t to place 321' of fiber optic tele cable buried @ 30" min depth also 122' of Aerial fiber cable.

Submitted for the Utility Owner by: Rebecka Bonts AT&T Authorized Agent

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 _____ to the following utility owners:

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

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

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

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

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

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.

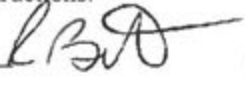
9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on the Uniform 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 utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations: _____

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

Submitted By: Rebecka Bonts  Place Corporate Seal
Permittee

Attes

Signature

Title: AT&T Authorized Agent

Recommended for Approval:

Signature: _____

Title : _____

Date : _____

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

rec'd
5-29-14



PERMIT NOTES:

AT&T PROPOSES TO PLACE THE FOLLOWING TELEPHONE FACILITIES:

321' OF FIBER OPTIC TELE. CABLE (BURIED ENVIRONMENT)
122' OF FIBER OPTIC TELE. CABLE (AERIAL ENVIRONMENT)

BURIED SYMBOL LEGEND		
Proposed	Existing	Description
		BURIED CABLE
		BUR. JOINT - TRENCH
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		HYD. CHAMBER
		CABLE MARKER
		BURIED SIG. WIRE
		JOINT - TRENCH SIG.
		N/A
		SPICE POINT
		TRENCH UNDERPASS

NOTE TO PERMITTING AGENCY:

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS TO THIS PERMIT REQUEST.

UC/SYNERGETIC
2102 CAMBRIDGE BELTWAY DR CHARLOTTE, NC 28273

UC SYNERGETIC
2102 CAMBRIDGE BELTWAY DR
CHARLOTTE, NC 28273

NO OTHER
UTILITIES VISIBLE
IN FIELD



PRIMARY METHOD OF PLACEMENT
WILL BE MECHANICALLY PLACED,
UNLESS NOTED OTHERWISE.

CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:
MIKE DUGAN (904) 698-1526

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):
MANILA CONSTRUCTION CORP. OF FLORIDA, INC.
JAY PALTON (904) 261-0241 (OFFICE)

MAINTENANCE OF TRAFFIC

WORKERS WILL UTILIZE M.O.T. CASE #602
FOR THE PROPOSED WORK SHOWN
THROUGHOUT THESE DRAWINGS.

SEE DRAWING 4

FOR THE M.O.T. REFERENCES

CHRIS FERNANDEZ
CELL: (904) 727-1554

UC/SYNERGETIC
2102 CAMBRIDGE BELTWAY DR CHARLOTTE, NC 28273

UC SYNERGETIC
2102 EAST CAMBRIDGE
BELTWAY DR
CHARLOTTE, NC 28273

UCS MANAGER:
MIKE WALTERS
904-330-3821

UCS DESIGNER:
DAN LONDON
904-330-3810

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW DORCH ST

Exchange: 904752/FLC

Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 53E61045N

Page 1 of 4

CALL BEFORE YOU DIG



DIAL
811

TWO FULL BUS DAYS BEFORE YOU DIG

IT IS THE CONSTRUCTION RESPONSIBILITY TO CONTACT
UTILITY COMPANIES PRIOR TO ANY CONSTRUCTION AND
THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE
UNGUARANTEED AND POTENTIALLY INCOMPLETE. OBTAINING
CORROBORATION TO THE LOCATION OF ALL UNDERGROUND
UTILITIES IS NECESSARY.

Legend:

- ① PROPOSED 48 FIBER OPTIC CABLE TO BE BURIED AT 30" DEPTH
- ② PROPOSED AT&T 30X48 HANDHOLE
- ③ PROPOSED AT&T 30X48 HANDHOLE
- ④ PROPOSED 6M SUPPORT STRAND
- ⑤ PROPOSED 24 AERIAL FIBER OPTIC CABLE TO BE LASH TO 6M SUPPORT STRAND

Notes:

- SEE BORE DETAIL "A" ON DWG #3
PROPOSED 27 FT OF 2" PVC CONDUIT
- SEE BORE DETAIL "B" ON DWG #3
PROPOSED 170 FT OF 2" PVC CONDUIT
- PROPOSED 27 FT DRIVEWAY BORE
- PROPOSED 170 FT DRIVE WAY / TREE BORE
- MINIMUM CLEARANCE 18'
- FPL PWR POLE
- ASPH COM D/W
- R/W
- S/W
- SW DORCH ST
- FT SWALE
- RES ROCK D/W
- BRUSH AND TREES
- RES DIRT D/W
- CLOSURE
- FPL PWR POLE
- PROPOSED DOWN GUY AND ANCHOR
- DETAIL

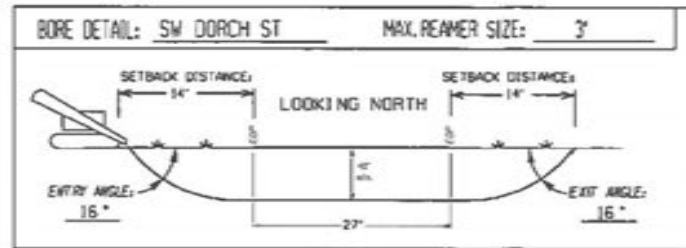
Stationing and Dimensions:

- 19+15, 19+20, 19+25, 19+44, 19+53, 19+74, 20+42, 21+42, 21+64, 22+12, 22+41, 22+46
- 3' S/W
- 5' S/W
- 5' S/W
- 20' 60'
- 20'
- 28'
- 28'

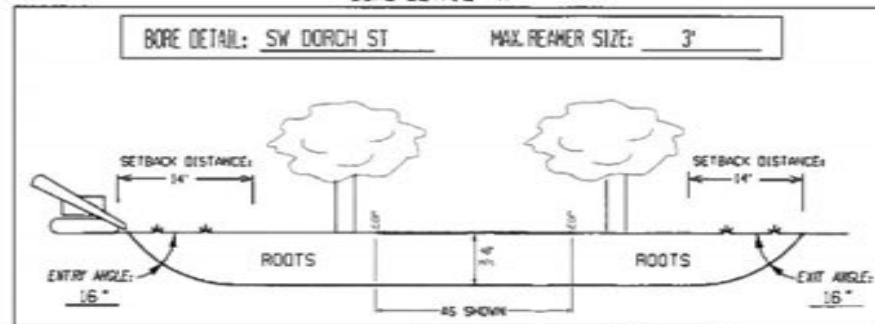
Other Labels:

- TO 18119 SW SR 47
- Aerial Clearance
- YOU DIG
- DIAL 811

BORE DETAIL "A"



LOOKING NORTH
BORE DETAIL "A"



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW DORCH ST

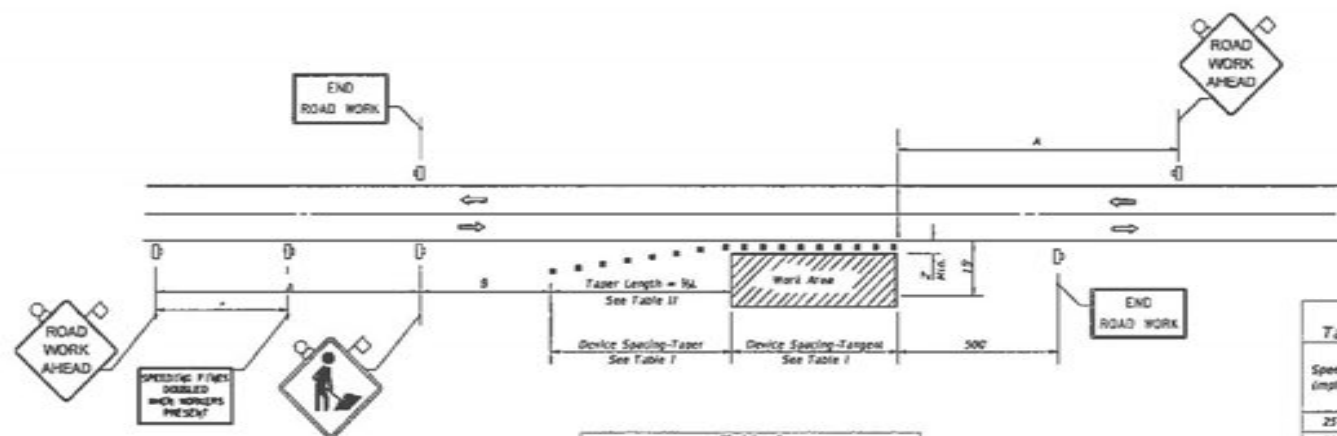
Exchange: 904752/FLC

Designer: Fernandez, Chris

Phone: 904-727-1654

Authorization: 53E61045N

Exp. 3 of 4



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	250	250
50 mph or greater	300	300

*Midway between signs

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
Speed (mph)	1/4 (ft.)			Notes
	8" Smor.	10" Smor.	12" Smor.	
25	28	35	42	L = $\frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L = WS
50	133	167	200	
55	147	183	220	
60	180	200	240	
65	173	217	260	
70	187	233	280	

8" = minimum shoulder width

1/4 = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

- SYMBOLS**
- Work Area
 - Sign With 18" x 18" (Min.) Orange Flag And Type B Light
 - Channelizing Device (See Index No. 600)
 - Work Zone Sign
 - Lane Identification + Direction of Traffic

GENERAL NOTES

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
- SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TTC Indexes.
- For general TTC requirements and additional information, refer to Index No. 600.

DURATION NOTES

- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRDACH THE AREA CLOSER THAN 12' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW DORCH ST

Exchange: 904752/FLC

Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 53E61045N

Dwg. 4 of 4

LAST
REVISION
07/01/12

DESCRIPTION:



2015
DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK ON SHOULDER

INDEX
NO.
602

SHEET
NO.
1 of 1

RECEIVED

JUN 08 2015

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Board of County Commissioners
Columbia County

AGENDA ITEM REQUEST FORM

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

Today's Date: May 29, 2015

Meeting Date: June 4, 2015

Name: Kevin Kirby

Department: Operations

Division Manager's Signature: _____

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

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

Date: _____ Permit No. _____ County Road Pinemount Road Section No. _____

Permittee Comcast / FCCG

Address 731 Duval Station Road Ste 107, Box 402 Jax FL 32218 Telephone Number 602-318-5808

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Proposed aerial CATV facilities from project start to project finish (see plans)

FROM: ASAP TO: 06/30/2015

Submitted for the Utility Owner by: <u>David McElroy</u>	05/21/2015
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 corporate limits of Municipality: YES (☐) NO (☐). IF YES: LAKE CITY (☐) FORT WHITE (☐). A letter of notification was mailed on _____ to the following utility owners _____

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____, telephone Number _____. The PERMITTEE's employee responsible for Maintenance of Traffic is _____, Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 2 days after issuance of permit, and shall be completed within 60 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

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

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

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 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 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.

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11. Special instructions: 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 inches (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 specialist instructions.

Submitted By: David McElroy
Permittee

Place Corporate Seal

Signature and Title

Attested

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: _____

Title: _____

Date: _____

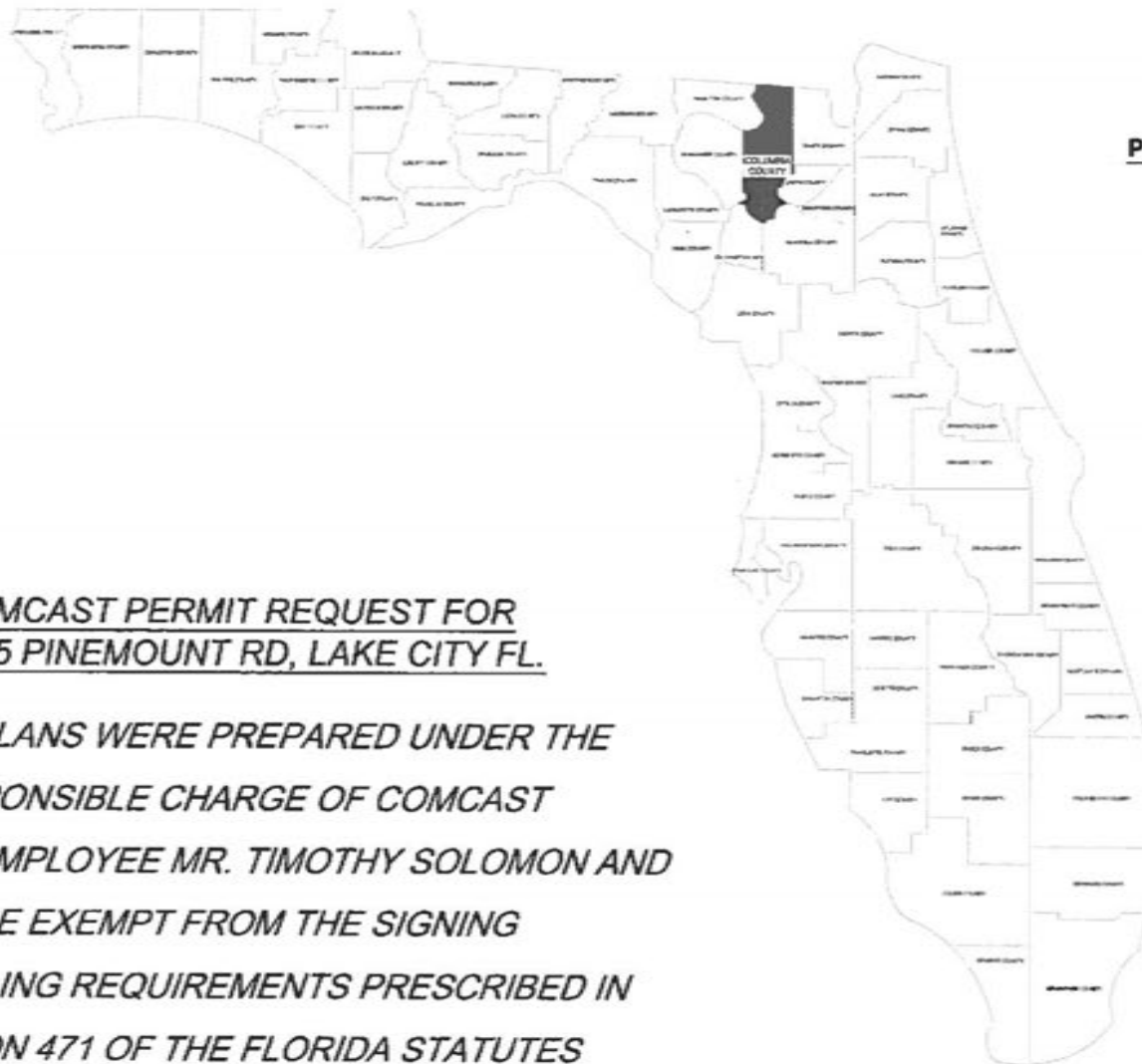
Approval by Board of County Commissioners, Columbia County, Florida:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

Rec'd
5-29-15



PINEMOUNT RD, LAKE CITY

**COMCAST PERMIT REQUEST FOR
96555 PINEMOUNT RD, LAKE CITY FL.**

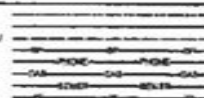
***THESE PLANS WERE PREPARED UNDER THE
RESPONSIBLE CHARGE OF COMCAST
FULL TIME EMPLOYEE MR. TIMOTHY SOLOMON AND
ARE EXEMPT FROM THE SIGNING
AND SEALING REQUIREMENTS PRESCRIBED IN
SECTION 471 OF THE FLORIDA STATUTES***



Comcast
3634 RICHARD ST
JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

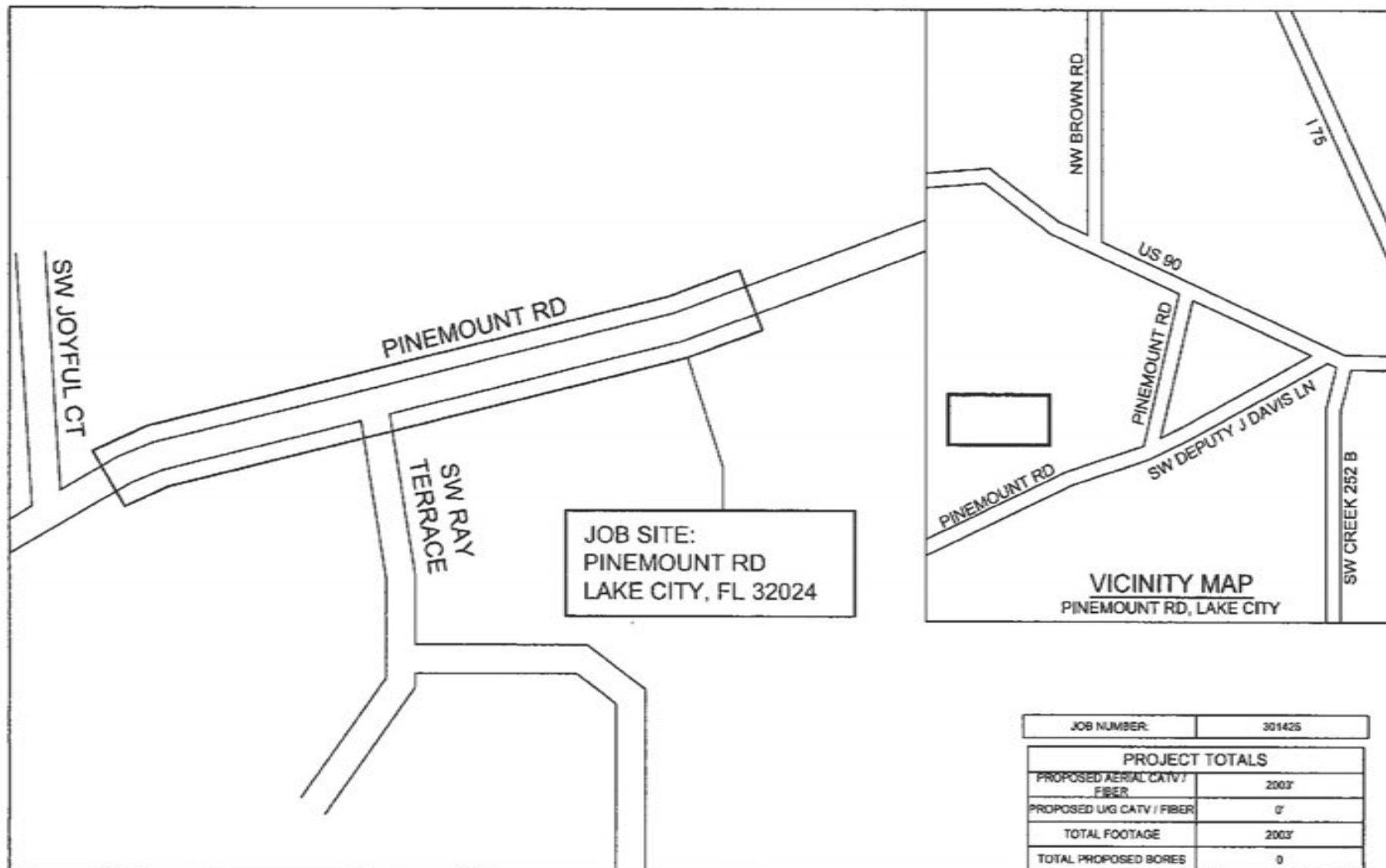
RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BULKHEAD
TELEPHONE
GAS
SEWER
WATER



⊕ CONCRETE POLE
X WOOD POLE
⊗ RISER POLE
□ PEDESTAL
⊞ VALVE
Y ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

DATE		DRAWN BY	
DATE	BY	DATE	BY
DATE	BY	DATE	BY
DATE	BY	DATE	BY



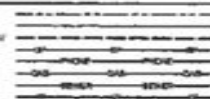
JOB NUMBER	301425
PROJECT TOTALS	
PROPOSED AERIAL CATV / FIBER	2003'
PROPOSED UG CATV / FIBER	0'
TOTAL FOOTAGE	2003'
TOTAL PROPOSED BORES	0



Comcast
5634 RICHARD ST
JACKSONVILLE FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



CONCRETE POLE
WOOD POLE
FIBER POLE
PEDESTAL
VAULT
ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

ADDRESS	CITY	COUNTY
301425	LAKE CITY	FLORIDA
301425	LAKE CITY	FLORIDA

NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED BORES WILL BE IN A (4 X 4 X 4) PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

CONSTRUCTION NOTES

IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS. THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION OF THE EXISTING UTILITIES AS NEEDED TO AVOID CONTACT WITH DETECTION EQUIPMENT OR OTHER ACCEPTABLE MEANS. SUCH METHODS MAY INCLUDE BUT SHALL NOT BE LIMITED TO -"SOFT DIG"- EQUIPMENT AND GROUND PENETRATING RADAR (GPR). THE EXCAVATOR SHALL BE HELD LIABLE FOR DAMAGES CAUSED TO CITY'S / COUNTIES / STATE INFRASTRUCTURE AND THE EXISTING FACILITIES OF THE OTHER UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES

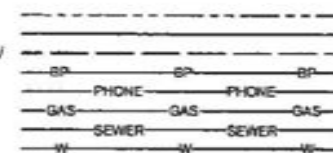
EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

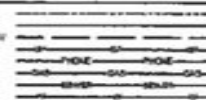
RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



Comcast
5634 RICHARD ST
JACKSONVILLE, FLORIDA 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

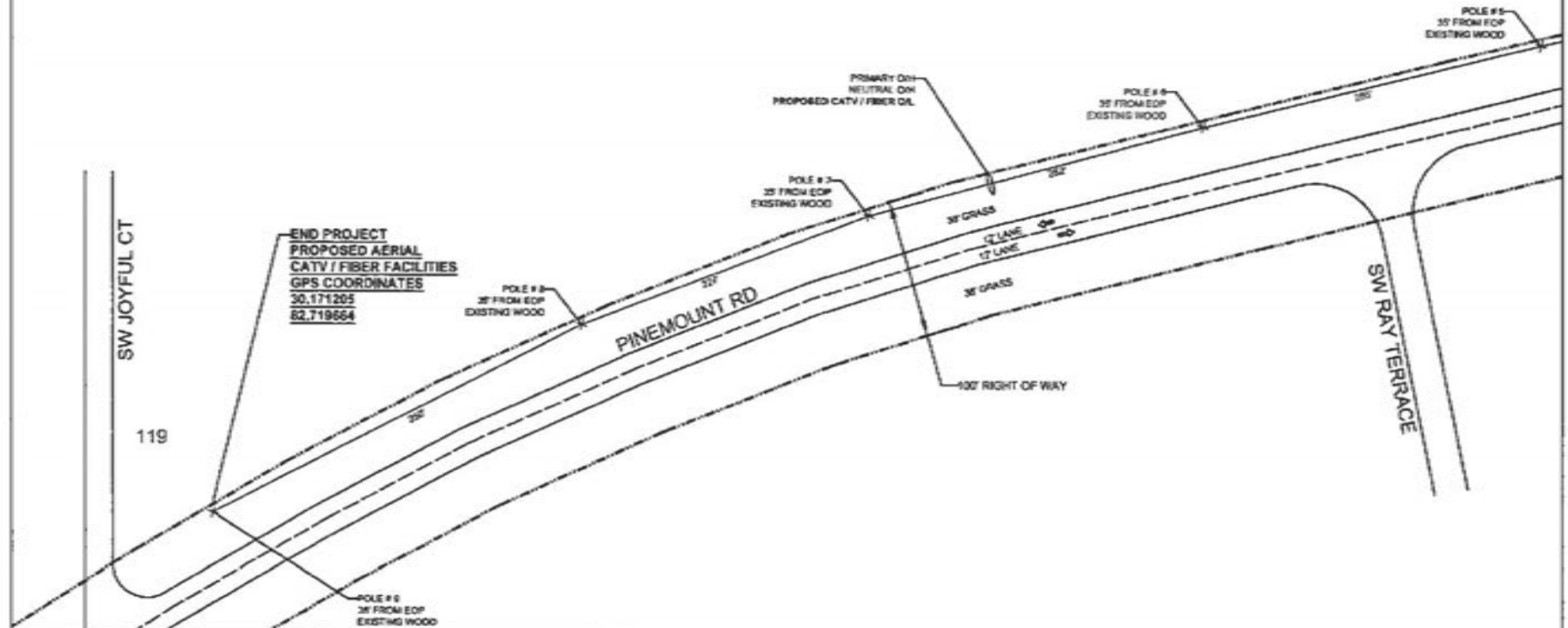
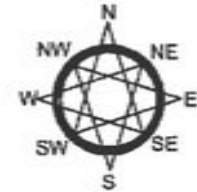


CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

PROJECT/LOCATION	DATE	DESIGNER	CHECKED	DATE	DESIGNER	CHECKED
SCALE: 1"=100'	DATE: 10/1/2011	DESIGNER: [Signature]	CHECKED: [Signature]	DATE: 10/1/2011	DESIGNER: [Signature]	CHECKED: [Signature]

PINEMOUNT RD , LAKE CITY
2 OF 2



Comcast
5634 RICHARD ST
JACKSONVILLE, FLORIDA 32218

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

— PHONE — PHONE —
— GAS — GAS — GAS —
— SEWER — SEWER —
— WATER — WATER —

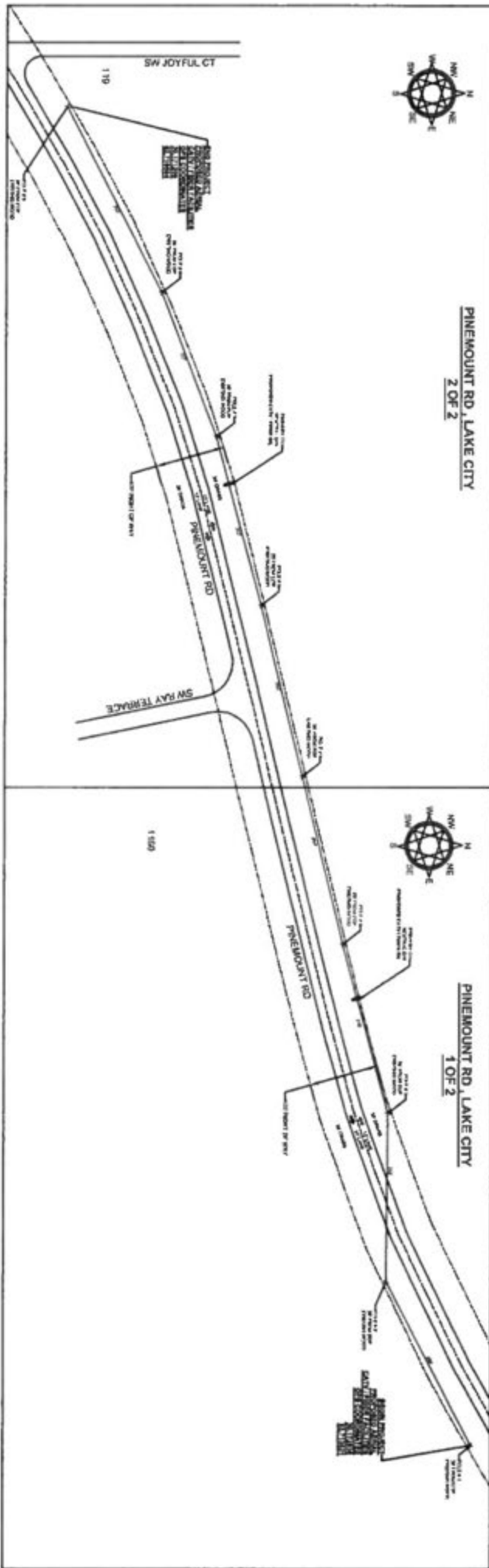
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X WOOD POLE
⊗ RISER POLE
□ PEDESTAL
⊕ VAULT
Y ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

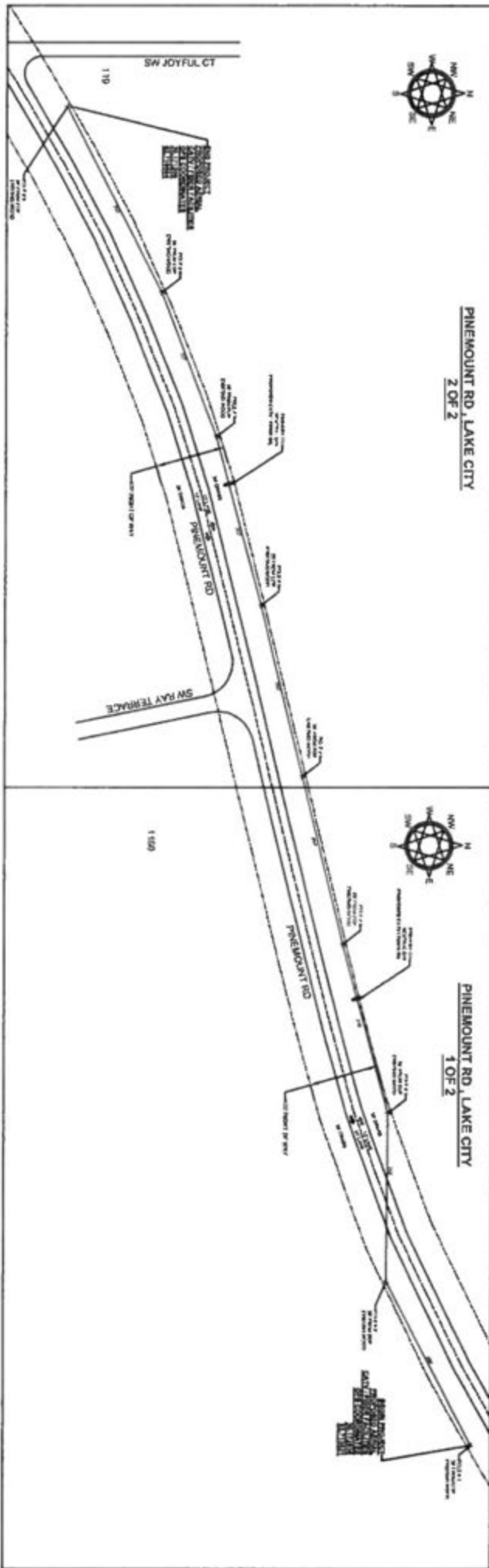
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NO. 100-100	10/10/10	10/10/10
NO. 100-100	10/10/10	10/10/10



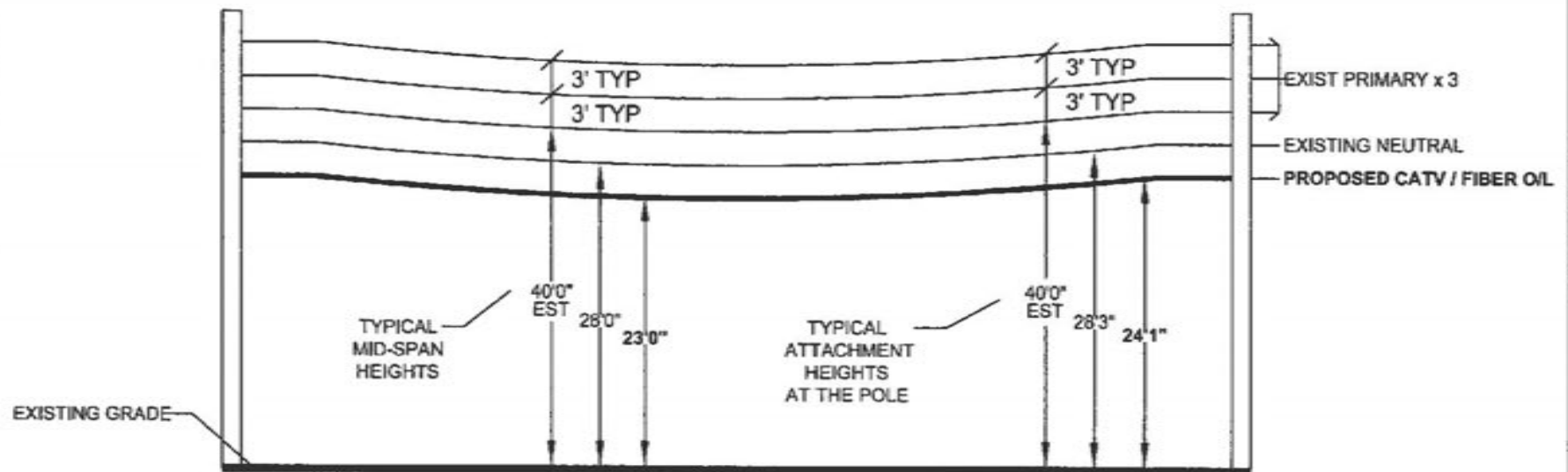
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2 OF 2



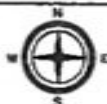
PINEMOUNT RD, LAKE CITY
1 OF 2



**PINEMOUNT RD, LAKE CITY
AERIAL TYPICAL
CROSSING**



**TYPICAL CROSSING
-NOT TO SCALE-**



Comcast
5834 RICHARD ST
JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURNED POWER
TELEPHONE
GAS
SEWER
WATER

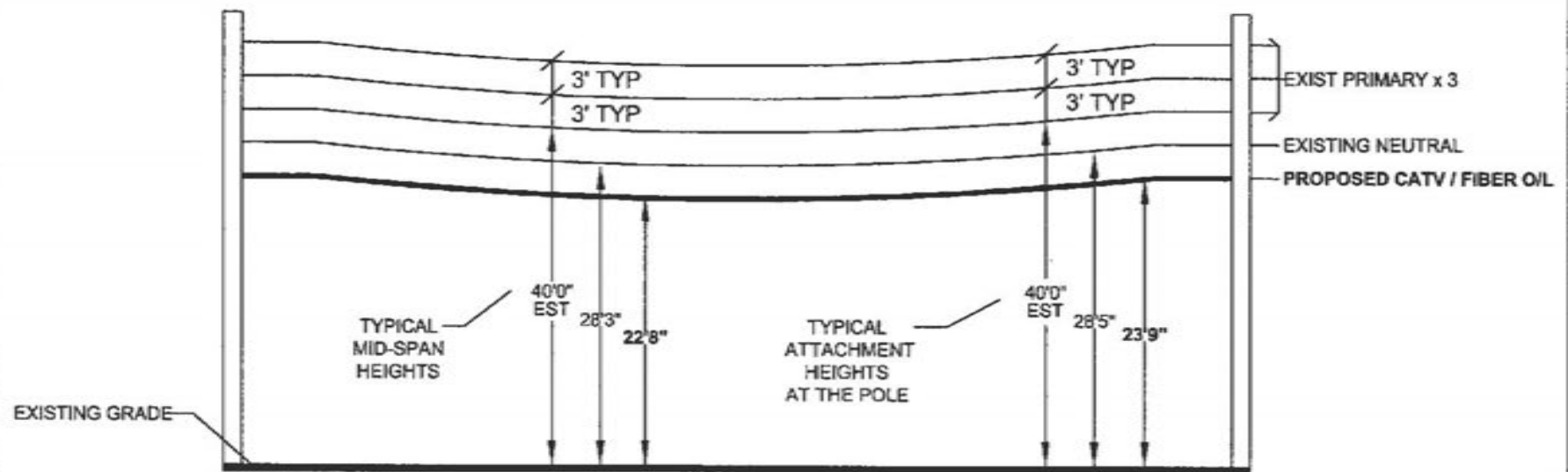
--- PHONE --- PHONE ---
--- GAS --- GAS ---
--- SEWER --- SEWER ---
--- WATER --- WATER ---

⊙ CONCRETE POLE
X WOOD POLE
Ⓡ RIBBER POLE
□ PEDESTAL
Ⓢ VAULT
Y ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

APPLICANT: COMCAST	CITY: LAKE CITY	DATE: 01/11/2018
PROJECT NO: 1777500000	COUNTY: COLUMBIA	ENGINEER: [Signature]
POLE: METALLIC	STATE: FLORIDA	DESIGNER: [Signature]
DATE: 01/11/2018	PROJECT: [Signature]	REVISION: [Signature]

PINEMOUNT RD, LAKE CITY
AERIAL TYPICAL
PARALLEL



TYPICAL PARALLEL
-NOT TO SCALE-



Comcast
 5634 RICHARD ST
 JACKSONVILLE, FLORIDA 32218

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY
 AERIAL CATV
 UNDERGROUND CATV
 BURIED POWER
 TELEPHONE
 GAS
 SEWER
 WATER

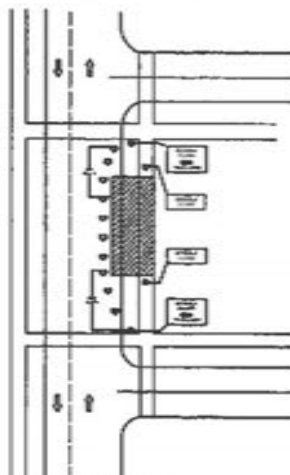
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 X WOOD POLE
 ⊗ RISER POLE
 ○ PEDESTAL
 ⊕ VAULT
 Y ANCHOR

PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

AERIAL TYPICAL	DATE	BY	CHK'D
SPALL FOR EXISTING	10/20/11	10/20/11	10/20/11
SCALE: NOT TO SCALE	11/15/11	11/15/11	11/15/11
DATE: 11/15/11	11/15/11	11/15/11	11/15/11

**PINEMOUNT RD
COUNTY PERMIT
MOT CASES**

**MID-BLOCK SIDEWALK
CLOSURE**



- GENERAL NOTES**
1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
 2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE ADDA 600)
 3. POST MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
 4. THE STATE OF FLORIDA PROHIBITS AND BLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN PATHWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

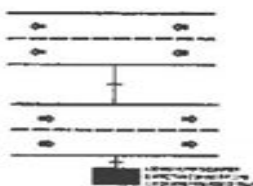
CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENDOURAGE ON THE SIDEWALK FOR A PERIOD OF MORE THAN 30 MINUTES

TWO-LANE, TWO-WAY WORK OUTSIDE SHOULDER



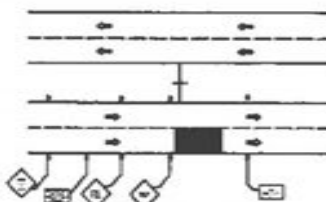
601 M.O.T

MULTILANE WORK OUTSIDE SHOULDER



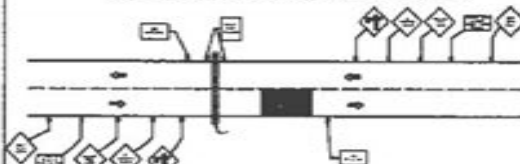
611 M.O.T

**MULTILANE, WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE**



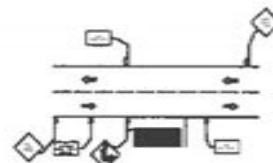
613 M.O.T

WORK IN VICINITY OF RAILROAD CROSSING



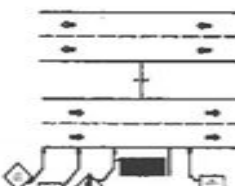
635 M.O.T

TWO-LANE, TWO-WAY WORK ON SHOULDER



602 M.O.T

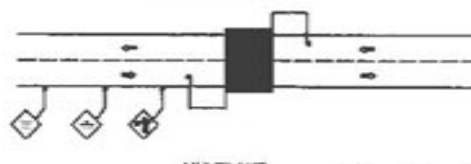
MULTILANE, WORK ON SHOULDER



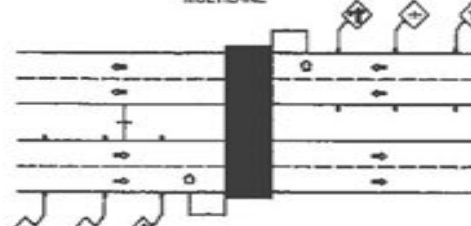
612 M.O.T

TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

TWO-LANE, TWO-WAY



MULTILANE



625 M.O.T

TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEED SHALL REMAIN AS THE REGULATORY SPEED FOR EACH PHASE OF WORK. NO SPEED REDUCTION SHALL BE ALLOWED UNLESS PRIOR APPROVAL FROM THE ENGINEER.

DISTANCE OF TRAFFIC CONTROL			
ROAD TYPE	1	2	3
INTERSTATE	1/2 MI	1/4 MI	1/4 MI
US HWY	1/2 MI	1/4 MI	1/4 MI
STATE HWY	1/2 MI	1/4 MI	1/4 MI
LOCAL HWY	1/2 MI	1/4 MI	1/4 MI

MAINTENANCE OF TRAFFIC REQUIREMENTS

1. ANY MODIFICATIONS OF THIS MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. PROJECT WORK HOURS ARE BETWEEN 1:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 5:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN EXISTING SIGNS. IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY, THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. TRAFFIC SIGNALS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS CLOSED.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWALKS ARE OBSTRUCTED AND HAVE TO BE REPLACED, HANDICAP SIGNS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONFINED HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A UNIFORM SURFACE BEFORE IT IS RE-OPENED TO TRAFFIC AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. TRAFFIC CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 3 WORKING DAYS PRIOR TO IMPLEMENTATION OF THIS M.O.T.
12. TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 30 HOURS OF BEING DESTROYED OR DAMAGED.



Comcast

554 RICHARD ST
JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
ADRIAL CITY
UNDERGROUND CABLE
UNDERGROUND TELEPHONE
GAS
SEWER
WATER

CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

PROPOSED CARRIER	CITY	DATE
AT&T	JACKSONVILLE	2000
TIME WARNER	JACKSONVILLE	2000
SPRINT	JACKSONVILLE	2000
VERIZON	JACKSONVILLE	2000

THE FOLLOWING DESIGN STANDARDS
ARE IN ACCORDANCE WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION
2015 600 INDEX
AND APPLY TO PINEMOUNT RD, LAKE CITY FL.

- DESIGN STANDARD INDEX NO 602 (TWO LANE TWO WAY, WORK ON SHOULDER)



Comcast
5834 RICHARD ST
JACKSONVILLE, FLORIDA 32218

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED FIBER
TELEPHONE
GAS
SEWER
WATER

— FIBER — FIBER —
— GAS — GAS —
— SEWER — SEWER —
— WATER — WATER —

Ⓢ CONCRETE POLE
X WOOD POLE
Ⓡ RISER POLE
□ PEDESTAL
Ⓢ VAULT
Y ANCHOR

PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

PROJECT NO.	DATE	DESIGNED BY
SCALE: NOT TO SCALE	DATE: 05/20/18	DESIGNED BY: MEX

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

3

AGENDA ITEM REQUEST FORM

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

Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item

AT&T JOB #: 53E61048N

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

Date: 6/2/15 Permit No. _____ County Road _____ Section No. _____

Permittee At&t Authorized Agent Rebecka Bonts

Address 7011 AC Skinner Prkwy suite 150 Jacksonville, FL 32256 Telephone Number 904-330-3808

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: At&t job#53E61048N @ 751 SE Sycamore Ter./SE Lochlynn Ter

At&t requests permission to place 2.28kf of 48 pair fiber optic cable on an existing pole line (Aerial).
Also .529 kf of buried 4" conduit to place fiber.

Submitted for the Utility Owner by: Rebecka Bonts AT&T Authorized Agent
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 6/2/15 to the following utility owners:

Columbia Co. Public works

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is Kevin Kirby, located at P.O. Box 969, Lake City, FL 32056 Telephone Number (386) 752-5955.

The PERMITTEE's employee responsible for Maintenance of Traffic is Mike Brown, Telephone Number (352) 336-5508 (This name may be provided at the time of the 24 hour notice to starting work).

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

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

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

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

Utilities Permit
Revised: 08-28-00

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 utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations: _____

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

Submitted By: Rebecka Bonts

Place Corporate Seal

Attes

Signature Rebecka Bonts
Permittee

Title: AT&T Authorized Agent

Recommended for Approval

Signature: 

Title : Operations Manager

Date : 06-05-15

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

rec'd 6-5-15

PERMIT NOTES:

AT&T PROPOSES PLACING THE FOLLOWING TELEPHONE FACILITIES

APPROX 2.28 KF OF 48 PAIR FIBER OPTIC CABLE ON AN EXISTING POLE LINE (AERIAL ENVIRONMENT) AND 529 KF OF BURIED 4" CONDUIT TO ACCOMMODATE ADDITION FIBER BEING PLACED.

NOTE TO PERMITTING AGENCY:

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS TO THIS PERMIT REQUEST.

GED MANAGERS CELL:
1904) 703-8524

UCS DESIGNER:
JAMES GORDON
904-330-3821

**BURIED SYMBOL LEGEND**

Proposed	Existing	Description
		BURIED CABLE
		BUR JOINT-TRENCH
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		PPE/CONDUIT
		CABLE MARKER
		BURIED SVC WIRE
		JOINT-TRENCH SVC
	N/A	BORE
	N/A	OUT PAYMENT
	N/A	SPLICING PIT
	N/A	TRENCH LENGTH/DEPTH

NO OTHER UTILITY
VISIBLE IN FIELD

TRAFFIC ENGINEERING:
CASE 601 MOT WILL BE USED FOR
THIS WORK (SEE DETAIL ON PRINT 7)

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):

DANELLA CONSTRUCTION CORP. OF FLORIDA, INC.

JOHN DILGER (353)-256-4320 CELL

CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:

RANDY VAUGHN (352) 336-5548 (WORK)
(352) 226-0649 (CELL)

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA CPOUNT

SE LOCKLYNN TER

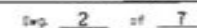
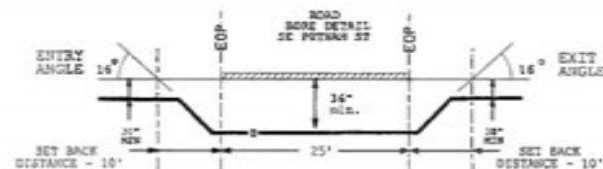
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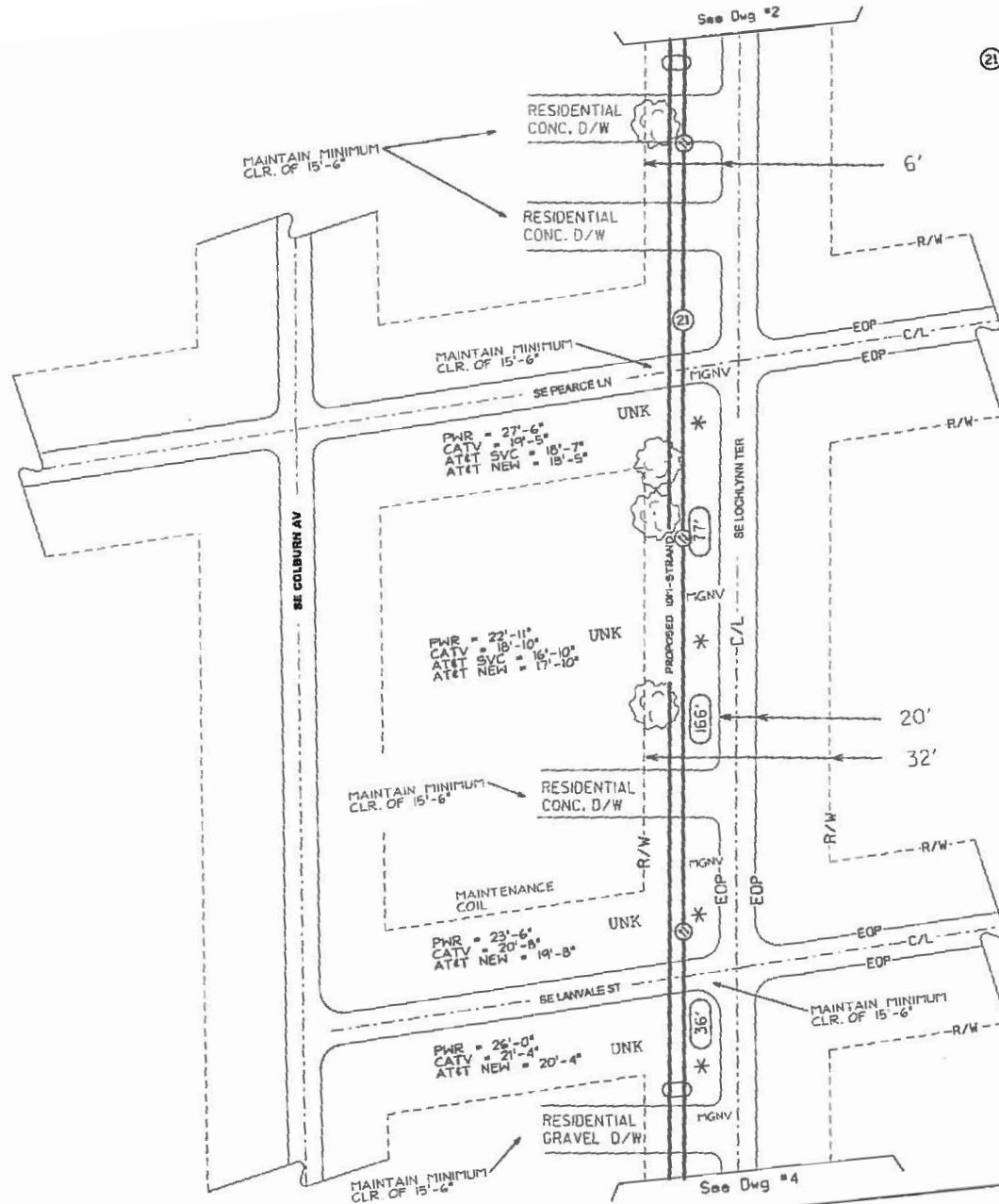
Designer: Fernandez, Chris

Phone: 904-727-1554

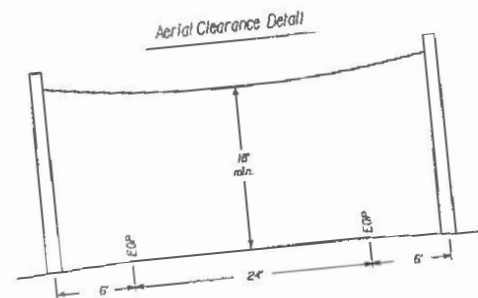
Authorization: 53E61048N

Dwg. 1 of 7





②1 PROPOSED AERIAL FIBER CABLE



GEO MANAGERS CELL:
(904) 703-8524

UC / SYNERGETIC
200 CAMBRIDGE RD. SUITE 201 CHARLOTTE, NC 28213

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA CPOUNT

SE LOCHLYNN TER

Exchanges: 386752

Designer: Fernandez, Chris

Phone: 904-727-1554

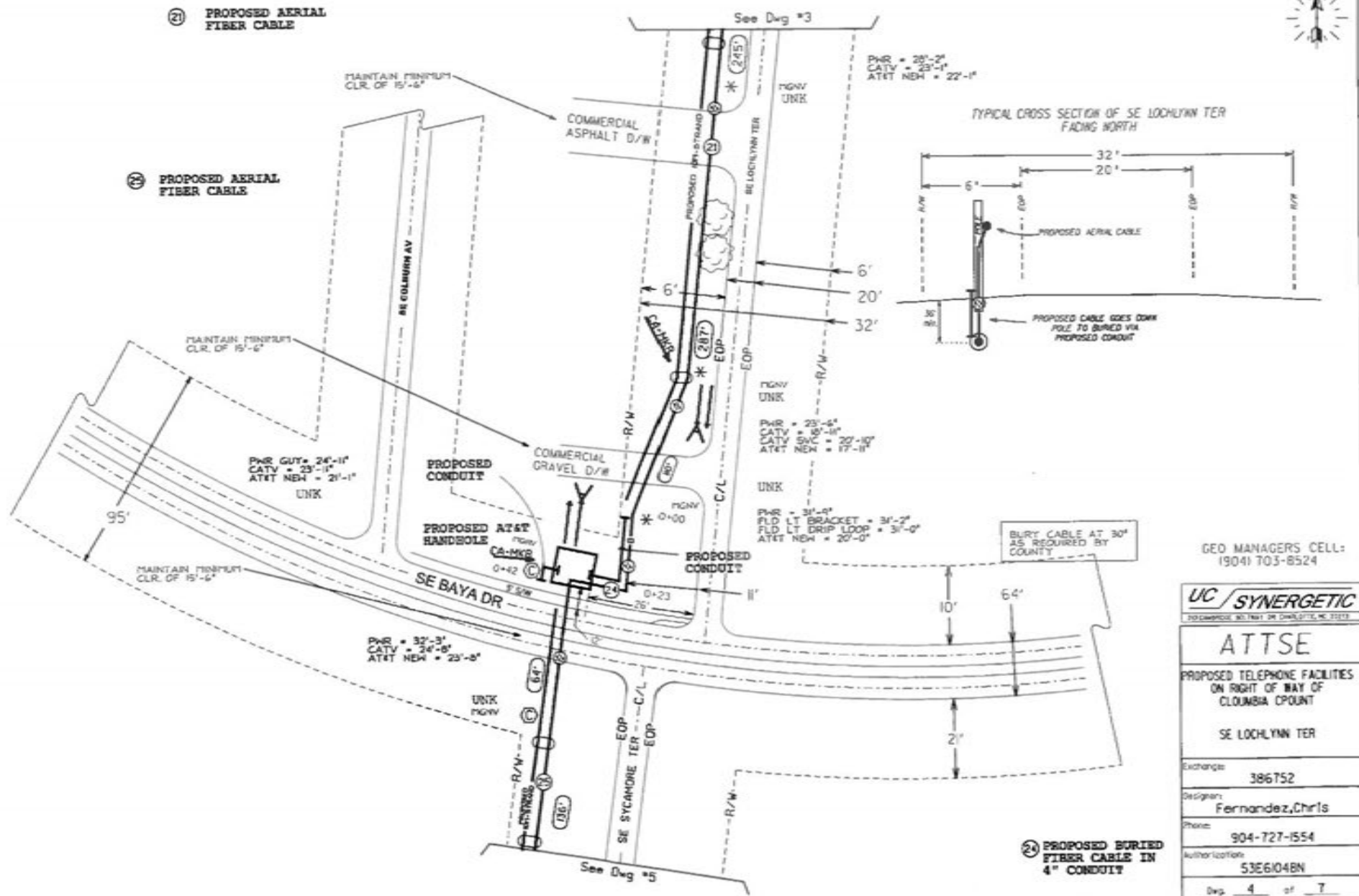
Authorization: 53E61048N

Dwg. 3 of 7



(21) PROPOSED AERIAL
FIBER CABLE

(25) PROPOSED AERIAL
FIBER CABLE



GEO MANAGERS CELL:
19041 703-8524

UC / SYNERGETIC
POLYCARBONATE, POLYIMIDE AND COPOLYMERS, INC. 20257

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA POINT

SE LOCHLYNN TER

Exchanges:	386752
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Designer: **Fernandez, Chris**

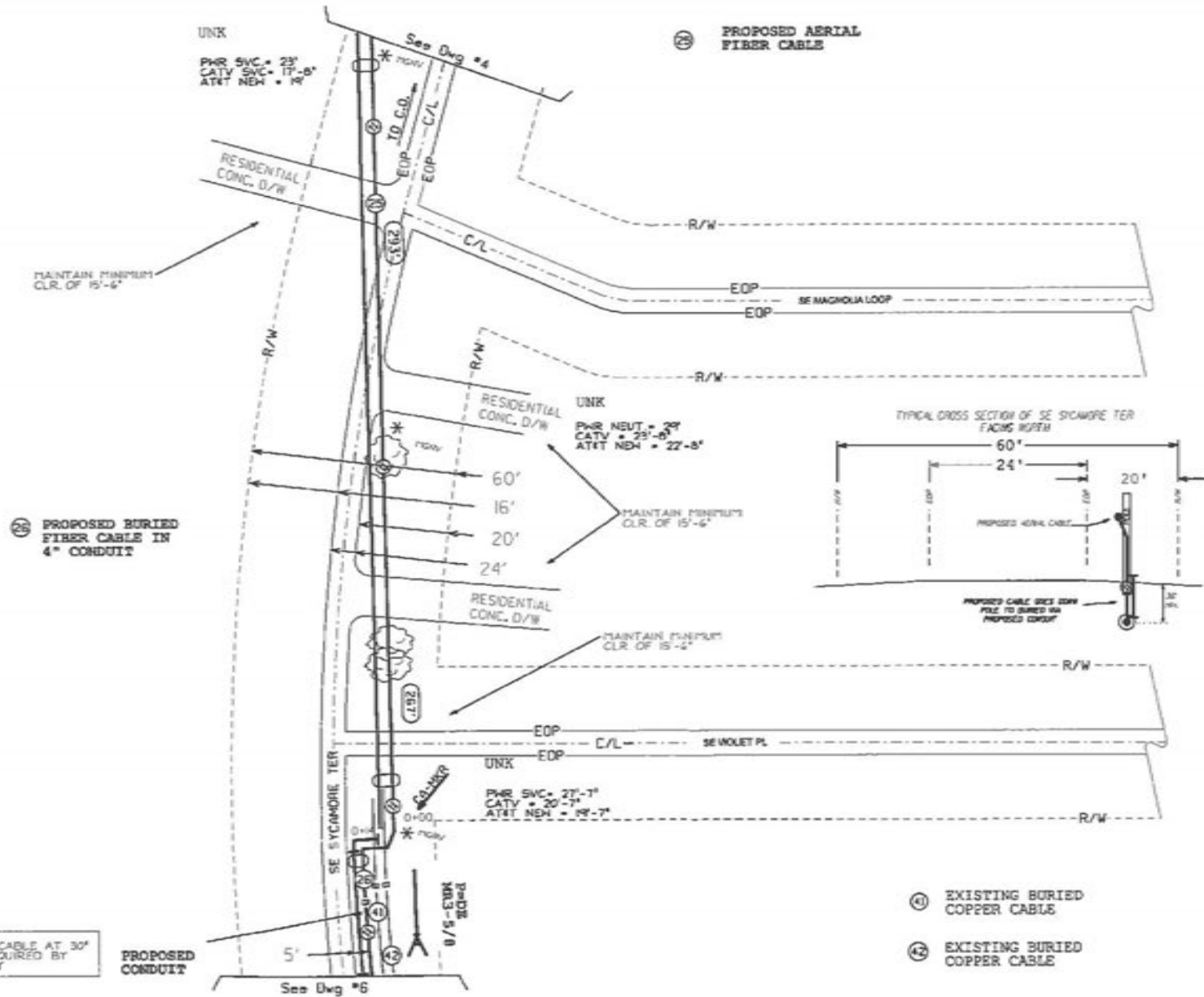
Phone: 904-727-1554

53E61048N

Page 4 of 7



23 PROPOSED AERIAL FIBER CABLE



GEO MANAGERS CELL:
19041 703-8524

UC / SYNERGETIC
19041 703-8524

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA CPOUNT

SE LOCHLYNN TER

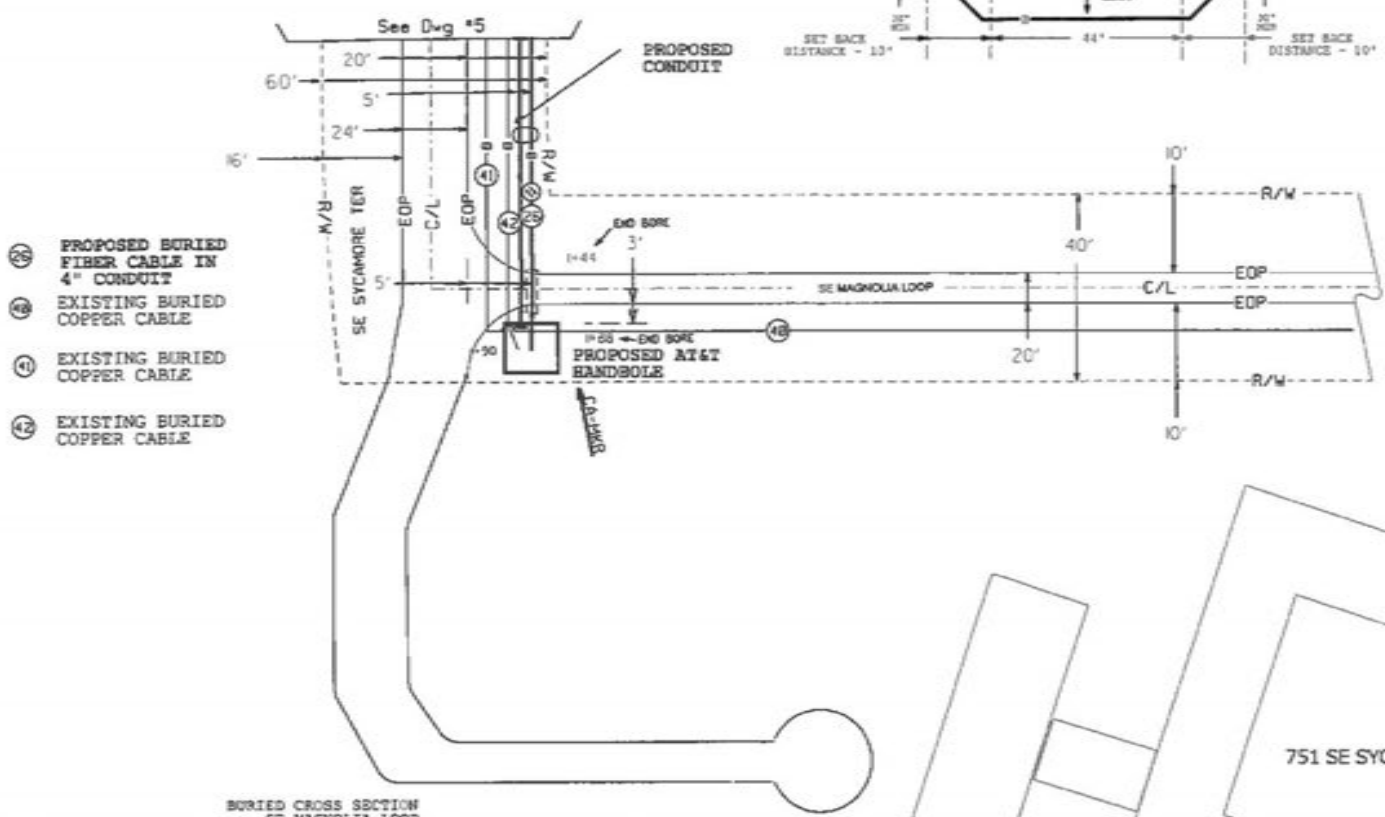
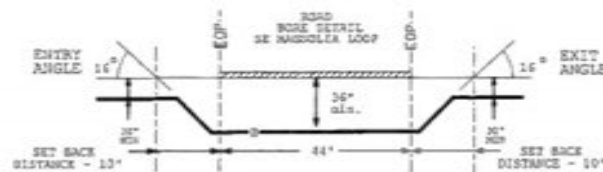
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Designer: Fernandez, Chris

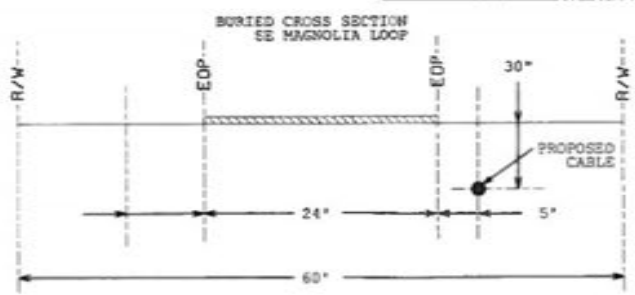
Phone: 904-727-1554

Authorization: 53E61048N

Dwg. 5 of 7



- ② PROPOSED BURIED FIBER CABLE IN 4" CONDUIT
- ④ EXISTING BURIED COPPER CABLE
- ① EXISTING BURIED COPPER CABLE
- ③ EXISTING BURIED COPPER CABLE



CEO MANAGERS CELL:
(904) 703-8524

UC SYNERGETIC
UNIVERSITY COMMUNICATIONS SYSTEMS, INC. (UCCS)

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA POINT

SE LOCHLYNN TER

Exchange: 386752

Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 53E61048N

Page: 6 of 7



GENERAL NOTES

1. If the work operation (including establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TC2 Indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TC2 requirements and additional information, refer to Index No. 600.

SYMBOLS

-  Work Area
-  Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA CPOUNT

SE LOOHLINN TER

Exchange:

386752

Designer:

Fernandez, Chris

Phone:

904-727-1554

Authorization:

53E61048N

Dep. 7 of 7

LAST
REVISION
07/01/05

DESCRIPTION:



2015
DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

INDEX
NO.
601

SHEET
NO.
1 of 1

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

4

AGENDA ITEM REQUEST FORM

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

Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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 utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

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

12. Additional Stipulations: _____

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

Submitted By: Rebecka Bonts

Place Corporate Seal

Attes

Signature

Permittee


Title: AT&T Authorized Agent

Utilities Permit
Revised: 5/4/99

Recommended for Approval:

Signature: 

Title : Operations Manager

Date : 06-04-15

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

rec'd 6-5-15

AT&T PROPOSES PLACING THE FOLLOWING TELEPHONE FACILITIES

PRIMARY METHOD OF PLACEMENT
WILL BE MECHANICALLY PLACED,
UNLESS NOTED OTHERWISE.

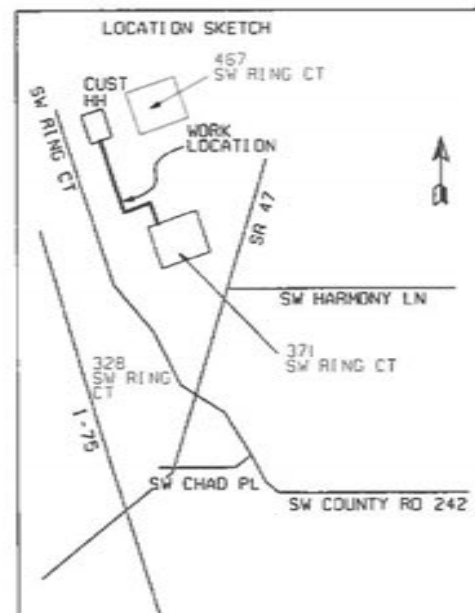
CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:
MIKE BROWN 352-336-5508 (office)

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):
DANIELA CONSTRUCTION CORP OF FLORIDA, INC.
JAY FLETON 904-269-0361

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS TO THIS PERMIT REQUEST.

WORKERS WILL UTILIZE M.O.T. CASE #601
FOR THE PROPOSED WORK SHOWN
THROUGHOUT THESE DRAWINGS.

SEE DRAWING 3
FOR THE LOT REFERENCES



SYMBOL LEGEND		
Prepared	Existing	Description
		NEURAL CABLE
		BURIED CABLE
		BURIED JUNG-TRENCH
		DEEP POLE
		POWER POLE
		WINDROD & SOI
		POWER DUCT
		SHOULDER
		SHOULDER
		WINDROD
		PIPE/CONDUIT
		CABLE MANHOLE
		NEURAL DUC. WIRE
		BURIED DUC. WIRE
		JUNG-TRENCH DUC
		BARRE
		DEEP POND/HOT
		SLOPING HOI
		TRENCH (UNDERST)

AT&T MANAGER
CHRIS FERNANDEZ
CELL: (904) 703-8524

UC/SYNERGETIC

UC SYNERGETIC
2102 EAST CAMBRIDGE
BELTWAY DR
CHARLOTTE, NC 28273

UCS MANAGER:
MIKE WALTERS
904-338-3801

UCS DESIGNER:
DAN LANDON
904-338-3818

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW RING CT

Exchanges	386752
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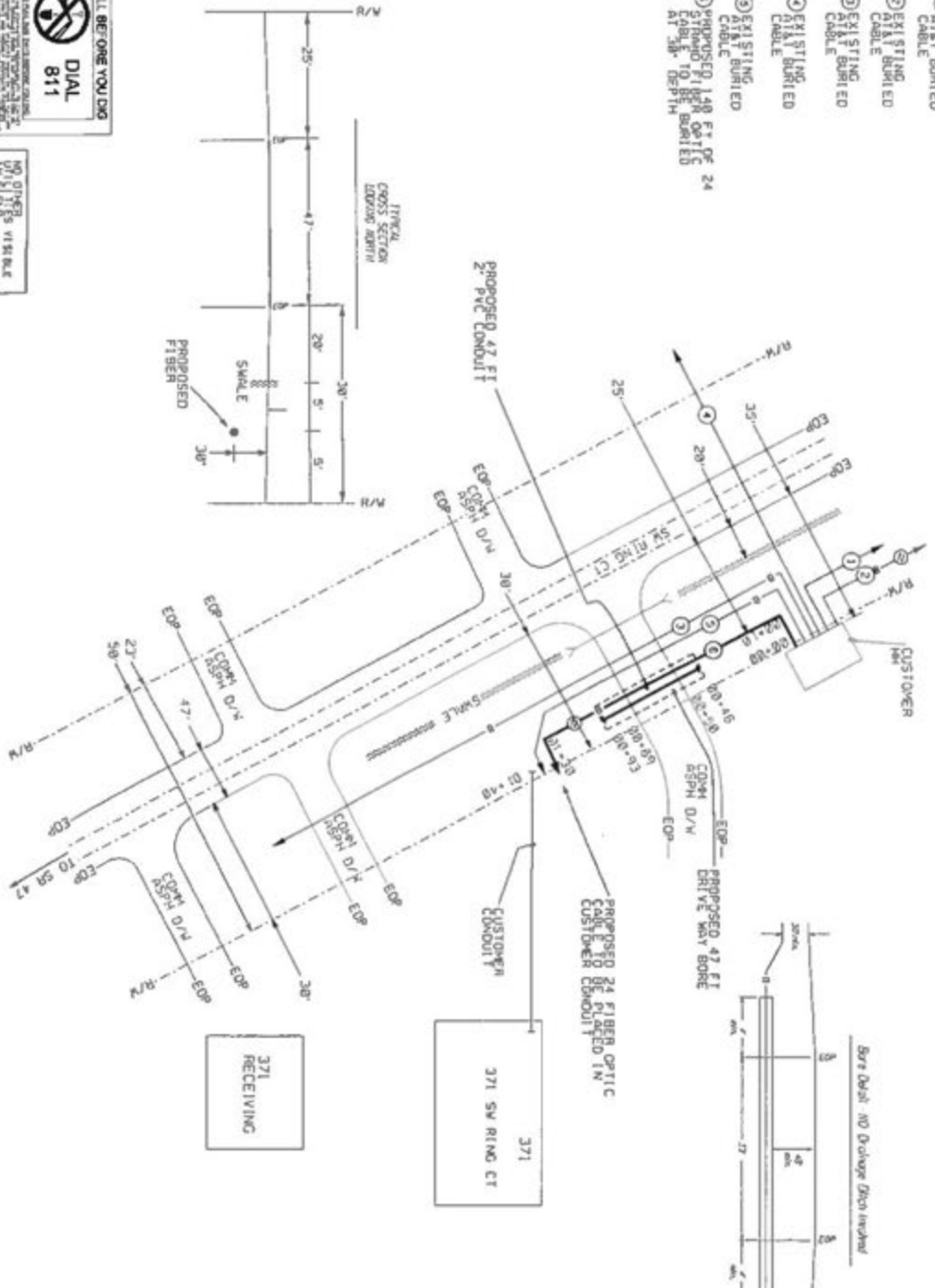
Designers	Fernandez, Chris
-----------	------------------

904-727-1554

53E61050N

Page 1 of 3

- ① EXISTING CABLE
- ② EXISTING CABLE
- ③ EXISTING CABLE
- ④ EXISTING CABLE
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- ㊿ EXISTING CABLE



CALL BEFORE YOU DIG

DIAL 811

NO OTHER VISIBLE

5-27-2015 10:13:25 AM

UC/SYNERGETIC

AT&T MANAGER
CHRIS FERNANDEZ
CELL: (984) 703-8524

UC/SYNERGETIC
2102 FIRST CAMBRIDGE
BETHLEHEM, NC 28673

UC/SYNERGETIC
MIKE WOLTERS
984-338-3881

UC/SYNERGETIC
DAN LINDEN
984-338-3918

AT&T

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

SW BMD CT

386752

Design: FERNANDEZ, CHRIS

Phone: 904-127-0554

Cell: 984-703-8524

Page 2 of 3



- 1 If the work area is located on a highway and a temporary flag work area is required, then one or more extra vehicles across the offset lanes in any one-hour traffic control will be in compliance with these rules. 602
- 2 No special signing is required.
- 3 When a side road intersects the highway within the work area, additional TFC devices shall be placed in accordance with other applicable TFC Subpart.
- 4 When construction activities increase on a sidewalk, refer to Subpart 602.
- 5 For general TFC requirements and additional information, refer to Idaho Rule 602.

Part 2002

Long Identification + Division of Fractions

WHERE AND VEHICLE, EQUIPMENT, HOBBIERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 7' BEHIND THE CURB, OR IF DRIVING FROM THE EDGE OF TRAVEL WAY.

UCS DESIGNER:
DAN LANDON
904-338-3810

See Ring CI

Page 3 of 3

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

5

AGENDA ITEM REQUEST FORM


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Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

AT&T JOB #: 53e61046n

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

Date: Permit No. _____ County Road _____ Section No. _____

Permittee At&t Authorized Agent Rebecka Bonts

Address 7011 AC Skinner Prkwy suite 150 Jacksonville, FL 32256 Telephone Number 904-330-3808

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain:

At&t job#53e61046n proposes to place 1254' of copper tele. cable @ 30" min depth.

Submitted for the Utility Owner by: Rebecka Bonts AT&T Authorized Agent
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 6/3/15 to the following utility owners: Columbia Co. public works _____

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

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

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

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

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

Utilities Permit

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.

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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: Rebecka Bonts

Place Corporate Seal

Attes

Signature R. Bonts
Permittee

Title: AT&T Authorized Agent

Recommended for Approval:

Signature: 

Title : Operations Manager

Date : 06-05-15

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

Rec'd 6-5-15



AT&T/ UCSynergetic
7011 A C Skinner Pkwy
Suite 150
Jacksonville, FL 32256

Phone: (904) 330-3808
Fax:
Email: RBonts@UCSeng.com

6/3/2015

Columbia County Public Works Dept.
P.O. Box 969
Lake City, FL 32056-0969

RE: 53e61046n

To Whom It May Concern:

This is to advise that AT&T SE Florida will be performing work as indicated on the attached job order. Please advise if you have any objections to the work proposed.

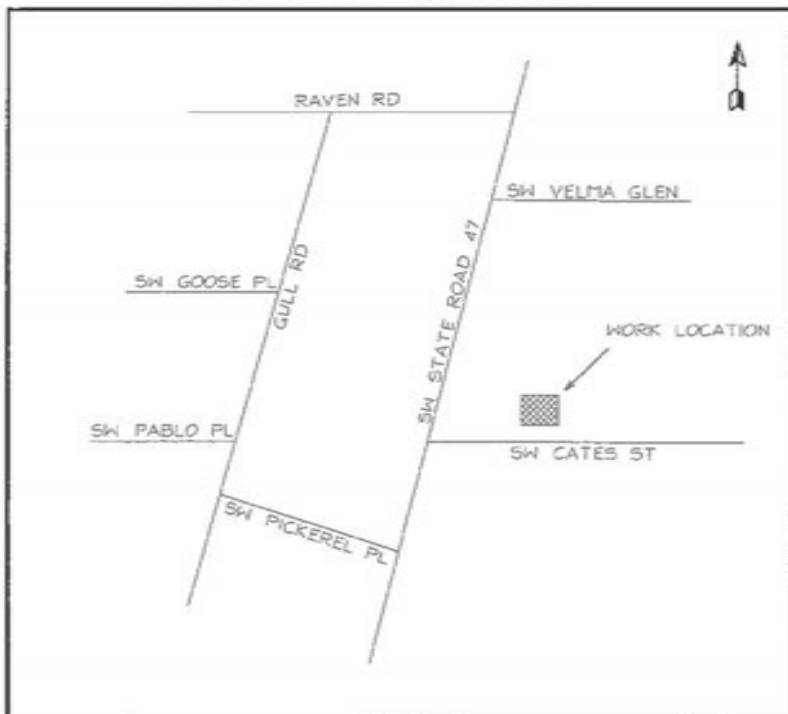
For additional information you may contact Rebecka Bonts at 904-330-3808.

Sincerely,

Rebecka Bonts

AT&T Authorized Agent
Attachment

VICINITY SKETCH



PERMIT NOTES:

AT&T PROPOSES PLACING THE FOLLOWING TELEPHONE FACILITIES:

1245' OF COPPER TELE. CABLE (BURIED ENVIRONMENT)

PRIMARY METHOD OF PLACEMENT
WILL BE MECHANICALLY PLACED,
UNLESS NOTED OTHERWISE.

CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:
TERRY BROWN (352) 338-2606 (office)

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):
MUSSELLA CONSTRUCTION CORP. OF FLORIDA, INC.
JOHN MUSSELLA (904) 482-4202 (office)

NOTE TO PERMITTING AGENCY:

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON
WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED
WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND
SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS
REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS
TO THIS PERMIT REQUEST.

UC/SYNERGETIC
THE COMMERCIAL ENGINEERING AND DESIGN FIRM

UCS DESIGNER:
JOHN JOHNSON
904 338-1282

MAINTENANCE OF TRAFFIC

WORKERS WILL UTILIZE M.O.T. CASE #602
FOR THE PROPOSED WORK SHOWN
THROUGHOUT THESE DRAWINGS.

SEE DRAWING 4
FOR THE M.O.T. REFERENCES

CALL BEFORE YOU DIG



THIS CALL BEFORE YOU DIG LOG IS
A REQUIRED DOCUMENTATION TO VERIFY
THAT THE CALLER HAS BEEN ADVISED OF
THE LOCATION OF ALL UTILITIES AND
IS NOT TO BE USED AS A SUBSTITUTE
FOR A FIELD SURVEY.

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

303 SW CATES ST

Exchange: 386752

Designer: Fernandez, Chris

Phone: 904-727-1554

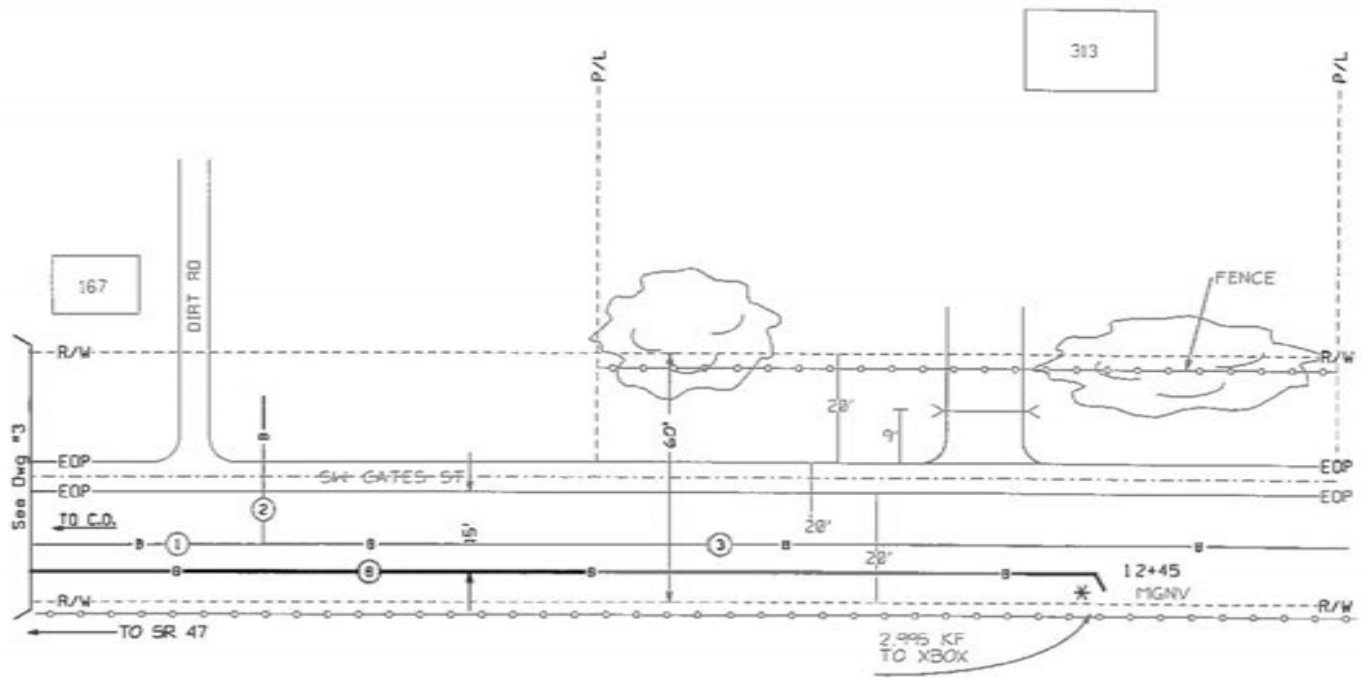
Authorization: 53E61046N

Exp. 1 of 4

PROPOSED AT&T
50PR 24AWG COPPER CABLE
TRENCHED AT MIN 30IN DEPTH

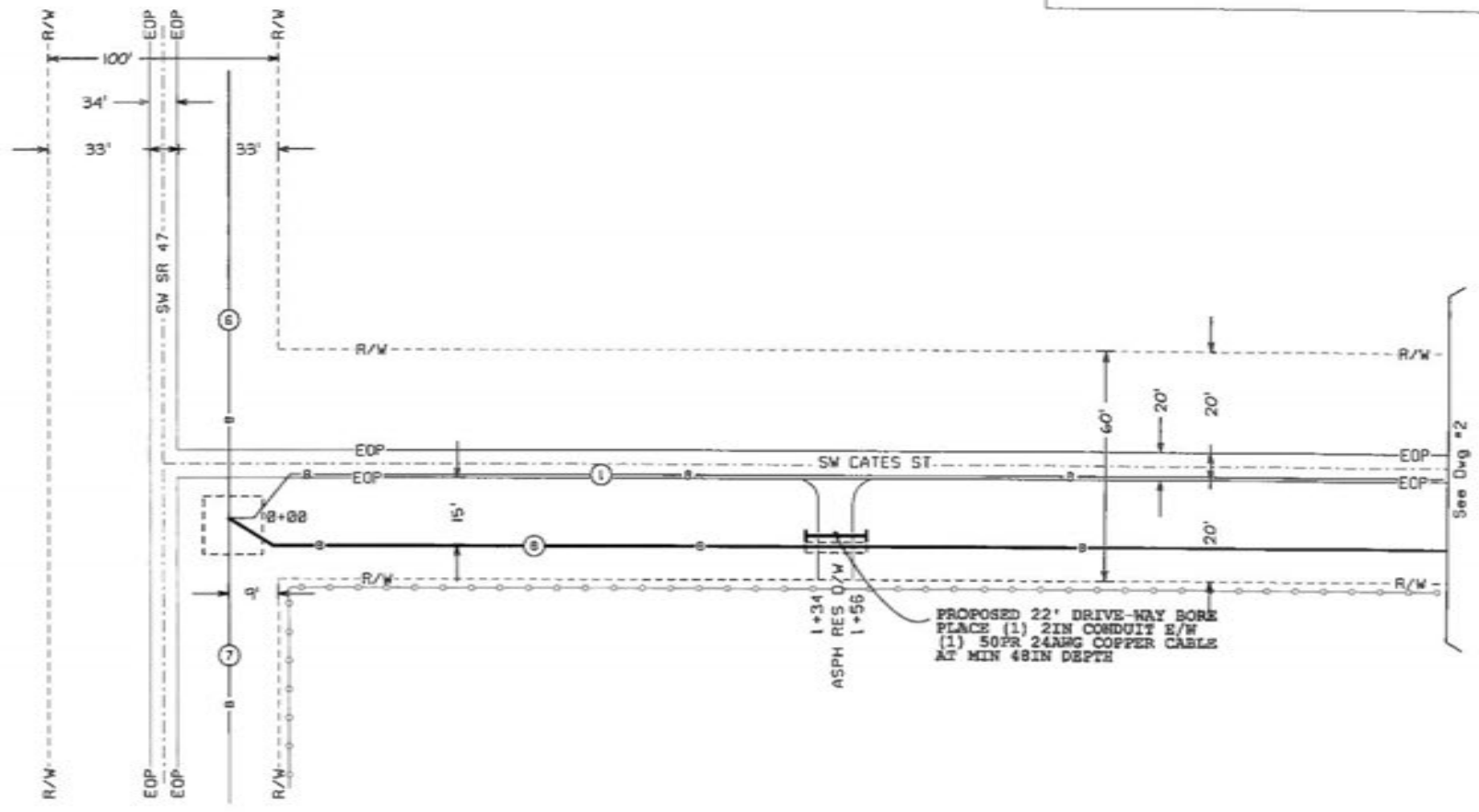
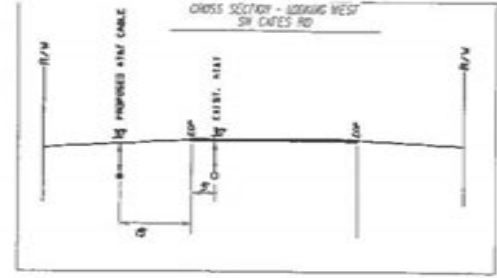
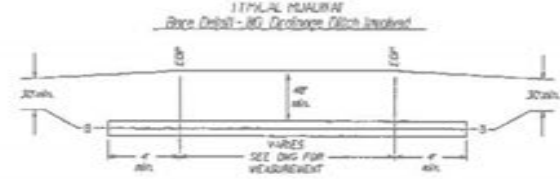


- ① EXISTING AT&T BURIED
COPPER CABLE
- ② EXISTING AT&T BURIED
COPPER CABLE
- ③ EXISTING AT&T BURIED
COPPER CABLE



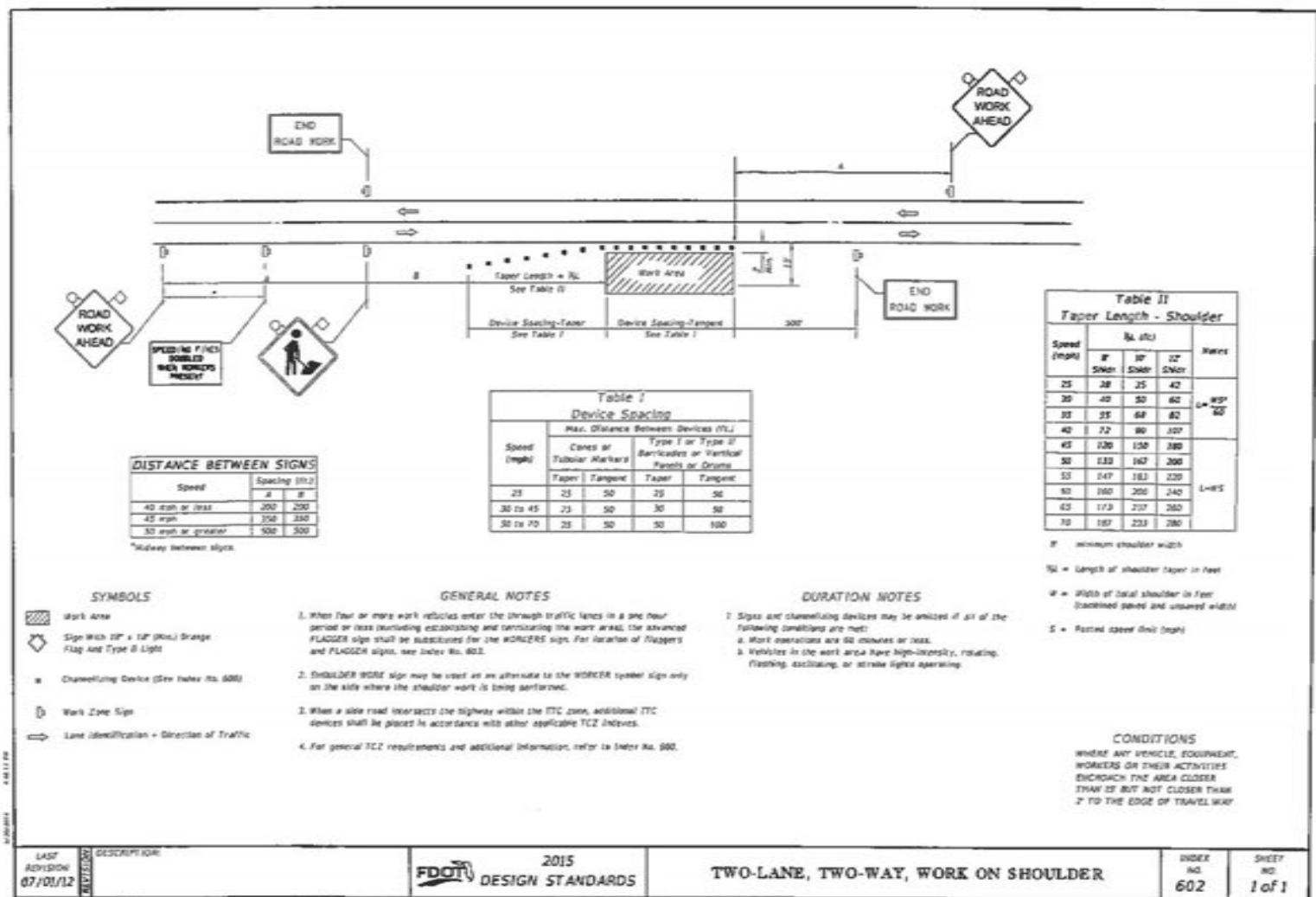
ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
313 SW GATES ST	
Exchange:	386752
Designer:	Fernandez, Chris
Phone:	904-727-1554
Authorization:	53E61046N
Dwg. 2	of 4

- 1) COPPER CABLE
- 2) EXISTING AT&T BURIED COPPER CABLE
- 3) EXISTING AT&T BURIED COPPER CABLE



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
33 SW CATES ST	
Exchange:	386752
Designator:	Fernandez, Chris
Phone:	904-727-1554
Authorization:	53E6/046N
Drawn:	3 of 4

6) PROPOSED 1245' AT&T BURIED
24AWG 50PR COPPER CABLE
TO BE TRENCHED AT 30IN MIN DEPTH



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

33 SW CATES ST

Exchange: 386752

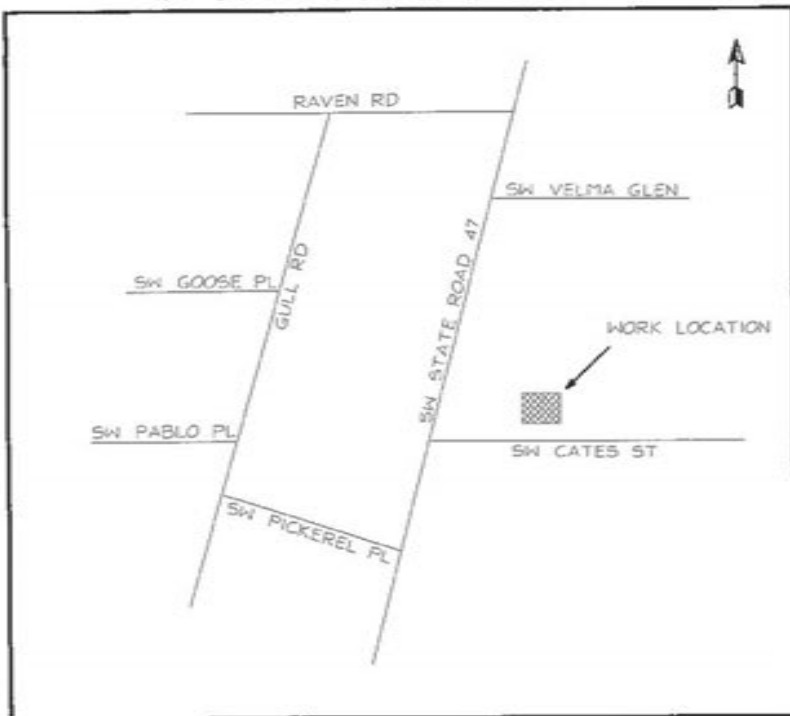
Designer: Fernandez, Chris

Phone: 904-727-1554

Authorization: 53E61046N

Dep. 4 of 4

VICINITY SKETCH



PERMIT NOTES:

AT&T PROPOSES PLACING THE FOLLOWING TELEPHONE FACILITIES:

1245' OF COPPER TELE. CABLE (BURIED ENVIRONMENT)

PRIMARY METHOD OF PLACEMENT
WILL BE MECHANICALLY PLACED,
UNLESS NOTED OTHERWISE.

CONTACT INFORMATION FOR THE AT&T BUILD SUPERVISOR:
DECK BROWN (732) 336-3506 (gltga)

CONTACT INFORMATION FOR THE AT&T FACILITIES INSTALLER (CONTRACTOR):
DANIELA CONSTRUCTION CORP OF FLORIDA, INC.
JOHN REIGER (732) 256-8290 (gltga)

NOTE TO PERMITTING AGENCY:

THE BELOW INFORMATION IS THE ORIGINAL DRAFT PERSON
WHO HAS DETAILED FIELD KNOWLEDGE OF THE PROPOSED
WORK TO BE PERFORMED ON THIS PERMIT REQUEST, AND
SHOULD BE THE FIRST POINT OF CONTACT WITH QUESTIONS
REGARDING THESE FIELD CONDITIONS AND/OR CORRECTIONS
TO THIS PERMIT REQUEST.

UC/SYNERGETIC
DESIGNER OF RECORD FOR COLUMBIA COUNTY

UCS DESIGNER:
JON JOHNSON
904 336-1282

MAINTENANCE OF TRAFFIC

WORKERS WILL UTILIZE M.O.T. CASE #602
FOR THE PROPOSED WORK SHOWN
THROUGHOUT THESE DRAWINGS.

SEE DRAWING 4
FOR THE M.O.T. REFERENCES

CALL BEFORE YOU DIG



ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
COLUMBIA COUNTY

33 SW CATES ST

Exchange:

386752

Designer:

Fernandez, Chris

Phone:

904-727-1554

Authorization:

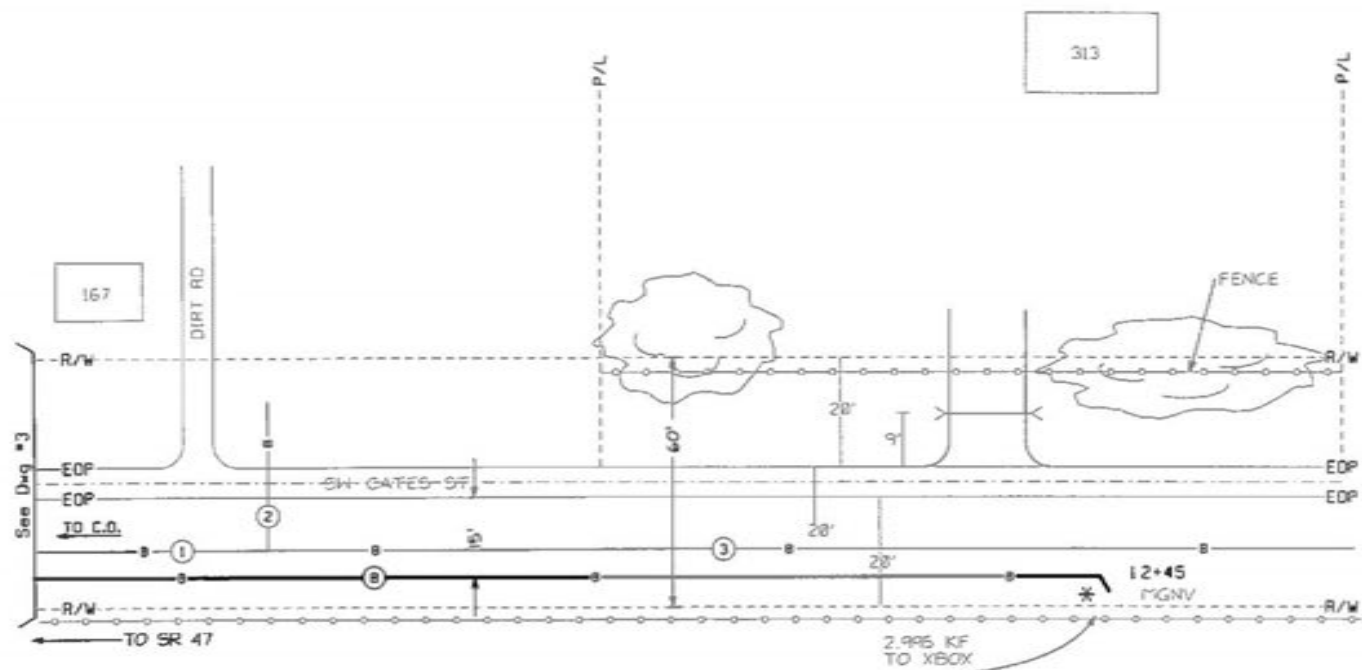
53E61046N

Dep. 1 of 4

MEAS DWG-3
 PROPOSED AT&T
 50PR 24AWG COPPER CABLE
 TRENCHED AT MIN 30IN DEPTH

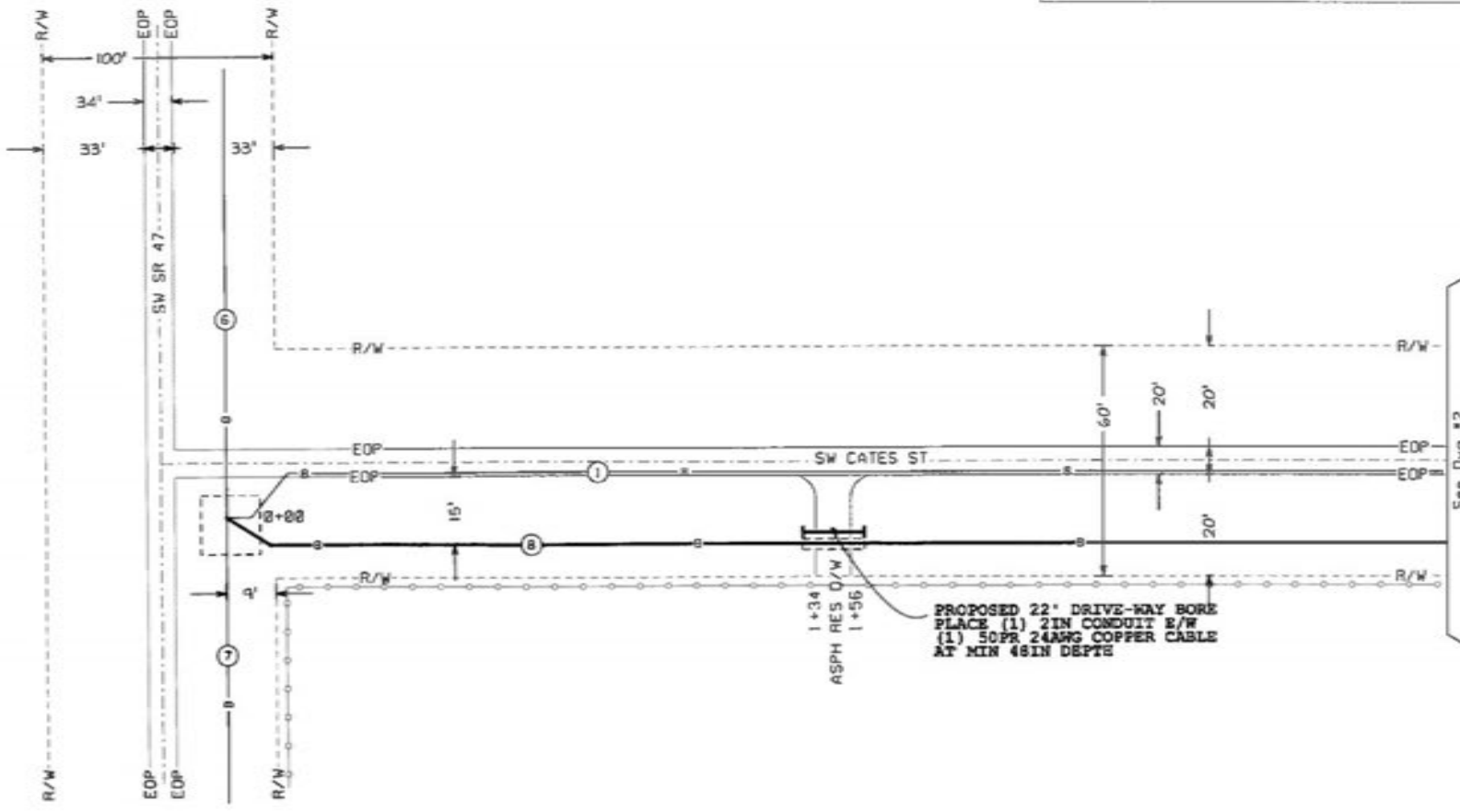
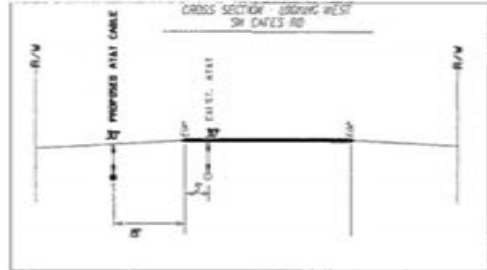
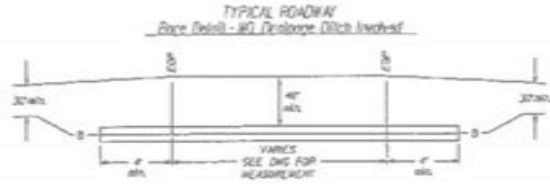


- ① EXISTING AT&T BURIED
COPPER CABLE
- ② EXISTING AT&T BURIED
COPPER CABLE
- ③ EXISTING AT&T BURIED
COPPER CABLE



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
313 SW CATES ST	
Exchange:	386752
Designer:	Fernandez, Chris
Phone:	904-727-1554
Authorization:	53E61046N
Dwg. 2 of 4	

- 6) EXISTING AT&T BURIED COPPER CABLE
- 7) EXISTING AT&T BURIED COPPER CABLE
- 8) EXISTING AT&T BURIED COPPER CABLE



See Dwg #2

8) PROPOSED 1245' AT&T BURIED 24AWG 50PR COPPER CABLE TO BE TRENCHED AT 30IN MIN DEPTH

CALL BEFORE YOU DIG

800-4-A-DIG
1-888-482-4779

AND TELL US: DATE WHEN YOU DIG
A 10' DEEP TRENCH MUST BE MADE TO REVEAL THE LOCATION OF ALL UTILITIES TO BE DIGGED OR TO BE LOCATED BY OTHER MEANS. A 10' DEEP TRENCH MUST BE MADE TO REVEAL THE LOCATION OF ALL UTILITIES TO BE DIGGED OR TO BE LOCATED BY OTHER MEANS.

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF COLUMBIA COUNTY	
33 SW CATES ST	
Exchange:	386752
Designer:	Fernandez, Chris
Phone:	904-727-1554
Authorization:	53E61046N
Dep. 3 of 4	

RECEIVED

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY JUN 10 2015

AGENDA ITEM REQUEST FORM

Board of County Commissioners
Columbia County

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Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: 

1. Nature and purpose of agenda item: Utility Permit

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

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

Date: _____ Permit No. _____ County Road SE County Club Section No. _____

Permittee Comcast/ FCCG

Address 73 Duval Station Rd Ste 107, Box 402 Jax Florida 32218 Telephone Number 602-318-5808

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Proposed aerial CATV facilities from project start to project finish (see plans)

FROM: ASAP

TO: _____

06/31/2016

Submitted for the Utility Owner by: David McElroy
Typed Name & Title

[Signature]
Signature

06/01/2015
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 corporate limits of Municipality: YES ☒ NO (). IF YES: LAKE CITY
☒ FORT WHITE (). A letter of notification was mailed on _____ to the following utility owners _____

2. The Columbia County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work. The Public Works Director is _____, located at _____ Telephone Number _____
The PERMITTEE's employee responsible for Maintenance of Traffic is _____ Telephone Number _____ (This name may be provided at the time of the 24 hour notice to starting work.)

3. This PERMITTEE shall commence actual construction in good faith within 10 days after issuance of permit, and shall be completed within 60 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

Utilities Permit
Page three
Revised: 8/17/00

Recommended for Approval:

Signature: 

Title: Operations Manager

Date: 06-08-15

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

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

rec'd 6-8-15

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 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 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 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 inches (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 specialist instructions.

Submitted By: David McElroy

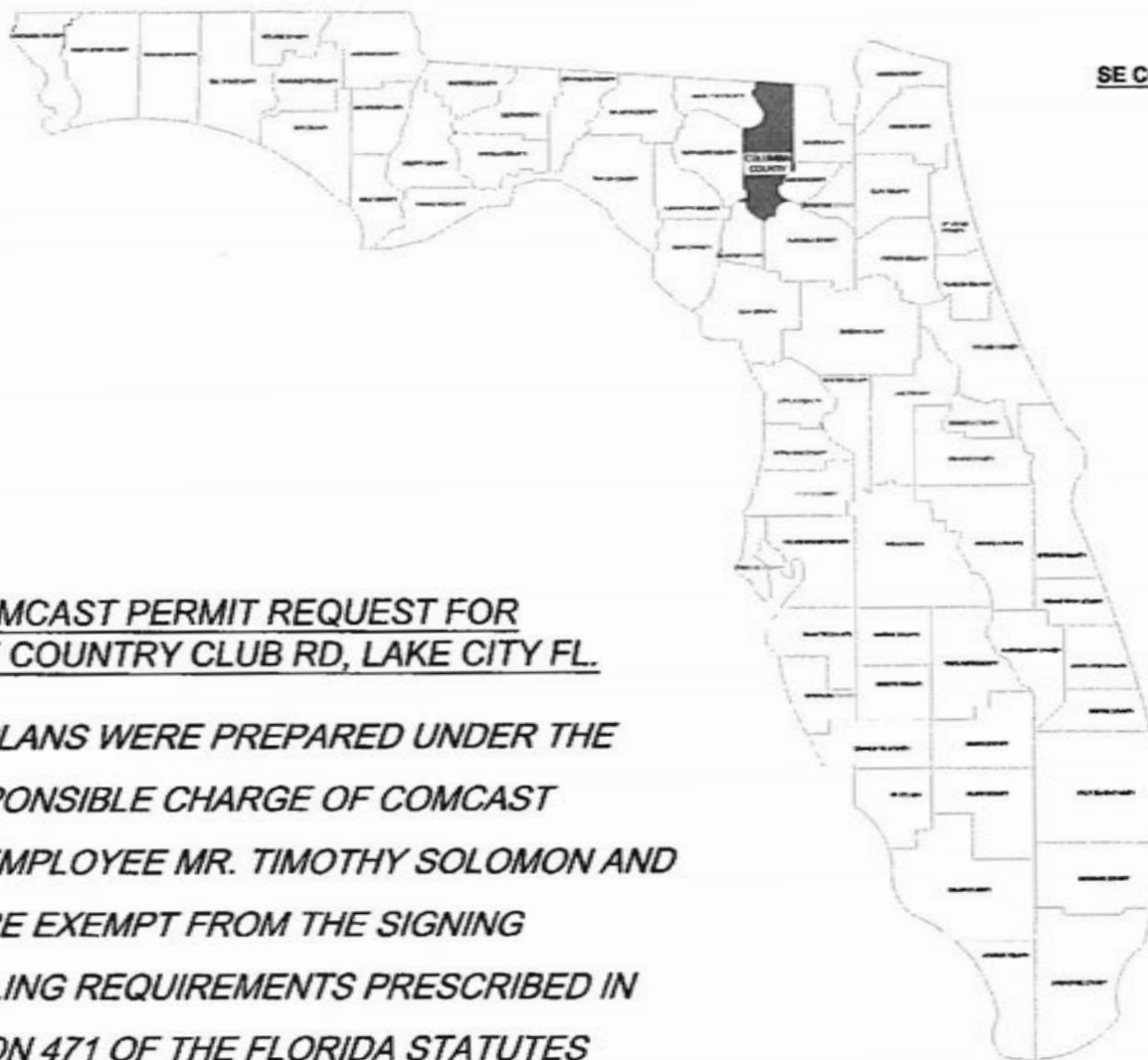
Place Corporate Seal

Permittee

Signature and Title

Authorized Agent

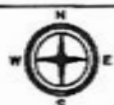
Attested



SE COUNTRY CLUB RD, LAKE CITY

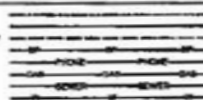
COMCAST PERMIT REQUEST FOR
6163 SE COUNTRY CLUB RD, LAKE CITY FL.

*THESE PLANS WERE PREPARED UNDER THE
RESPONSIBLE CHARGE OF COMCAST
FULL TIME EMPLOYEE MR. TIMOTHY SOLOMON AND
ARE EXEMPT FROM THE SIGNING
AND SEALING REQUIREMENTS PRESCRIBED IN
SECTION 471 OF THE FLORIDA STATUTES*



COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

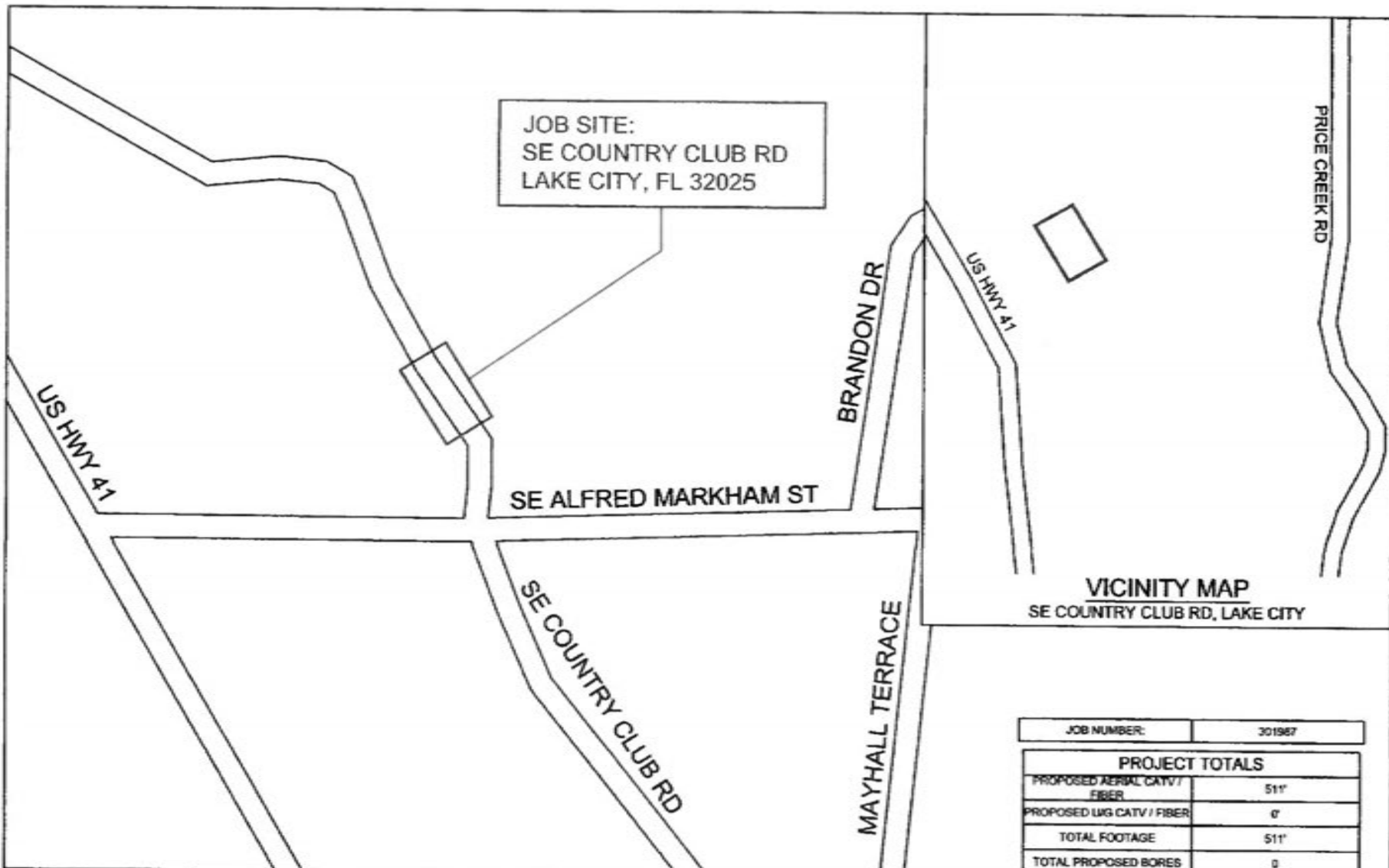
RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

DATE	BY	DATE	BY
DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE



JOB NUMBER:	301987
PROJECT TOTALS	
PROPOSED AERIAL CATV / FIBER	511'
PROPOSED LUG CATV / FIBER	0'
TOTAL FOOTAGE	511'
TOTAL PROPOSED BORES	0



Comcast
5804 RICHARD ST
JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

PHONE
GAS
SEWER
WATER

CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

DATE: 01/11/2011	BY: [Signature]	DATE: 01/11/2011	BY: [Signature]
PROJECT: 301987	PROJECT: 301987	PROJECT: 301987	PROJECT: 301987
DATE: 01/11/2011	DATE: 01/11/2011	DATE: 01/11/2011	DATE: 01/11/2011

NOTES

ALL PROPOSED CONSTRUCTION WILL BE PER THE COLUMBIA COUNTY SPECIFICATIONS AS WELL AS ALL NECESSARY SAFETY CODES.

ALL PROPOSED CATV WILL BE WITHIN THE COLUMBIA COUNTY RIGHT-OF-WAY.

ALL PROPOSED UNDERGROUND CATV WILL BE BURIED A MINIMUM OF 30" DEEP EXCEPT ROAD BORES 48" DEEP AND DRIVEWAY BORES AT 36" DEEP.

ALL PROPOSED UNDERGROUND CATV ROAD BORES WILL USE COUNTY APPROVED DIRECTIONAL BORE MACHINE, AS WELL AS COUNTY APPROVED CONDUIT.

ALL PROPOSED CATV ROAD BORES WILL EXTEND A MINIMUM OF 8' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED CATV DRIVEWAY BORES WILL EXTEND A MINIMUM OF 4' BEYOND THE EDGE OF PAVEMENT.

ALL PROPOSED BORES WILL BE IN A (4 X 4 X 4) PIT AND WILL USE (2) 2" HDPE CONDUIT AT 48" DEPTH USING A 5 1/4" DRILL HEAD.

ALL PROPOSED AERIAL WILL BE .700" DIAMETER AND WILL BE LASHED TO .250" STEEL STRAND CABLE USING .125" STANDARD GALVANIZED LASHING WIRE.

ALL PROPOSED AERIAL CATV CROSSING ROADWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 18'-0"

ALL PROPOSED AERIAL CATV CROSSING DRIVEWAYS WILL HAVE MINIMUM MID-SPAN HEIGHT OF 16'-0"

LOCATES WILL BE REQUIRED IN ALL PROPOSED UNDERGROUND AREAS AT LEAST 48 HRS PRIOR TO CONSTRUCTION.

NOTIFICATIONS TO ALL UTILITIES INVOLVED WILL BE MADE PRIOR TO CONSTRUCTION.

CONSTRUCTION NOTES

IN ORDER TO REDUCE THE DISRUPTION AND COST OF UTILITY DAMAGES OCCURRING IN THE RIGHT-OF-WAY AND EASEMENTS, THE PERMITTEE SHALL PREVENT DAMAGES TO EXISTING UTILITIES CAUSED BY THE WORK THROUGH FIELD VERIFICATION OF THE LOCATION OF THE EXISTING UTILITIES IN CASE OF OPEN EXCAVATION. VERIFICATION MAY BE PERFORMED DURING THE PERMITTEES WORK. IN THE CASE OF DIRECTIONAL DRILLING, VERIFICATION SHALL TAKE PLACE PRIOR TO MOBILIZATION OF THE DRILLING EQUIPMENT.

THE PERMITTEE SHALL VERIFY THE LOCATION OF THE EXISTING UTILITIES AS NEEDED TO AVOID CONTACT WITH DETECTION EQUIPMENT OR OTHER ACCEPTABLE MEANS, SUCH METHODS MAY INCLUDE BUT SHALL NOT BE LIMITED TO "SOFT DIG" EQUIPMENT AND GROUND PENETRATING RADAR (GPR). THE EXCAVATOR SHALL BE HELD LIABLE FOR DAMAGES CAUSED TO CITY'S / COUNTIES / STATE INFRASTRUCTURE AND THE EXISTING FACILITIES OF THE OTHER UTILITY COMPANIES

ALL UTILITIES LOCATED BY VISUAL INSPECTION, TO BE VERIFIED BY LOCATES

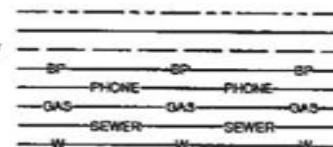
EOT REPRESENTS EDGE OF TRAVEL NOT TRUE EDGE OF PAVEMENT

E/P REPRESENTS THE TRUE EDGE OF PAVEMENT

EOD REPRESENTS THE EDGE OF DIRT

HAND DIG TRENCHES 36" DEEP ACROSS DIRT ROAD

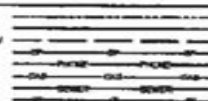
RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



Comcast
504 RICHARD ST
JACKSONVILLE, FLORIDA 32219

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
AERIAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER



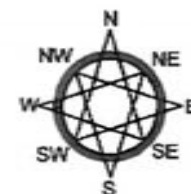
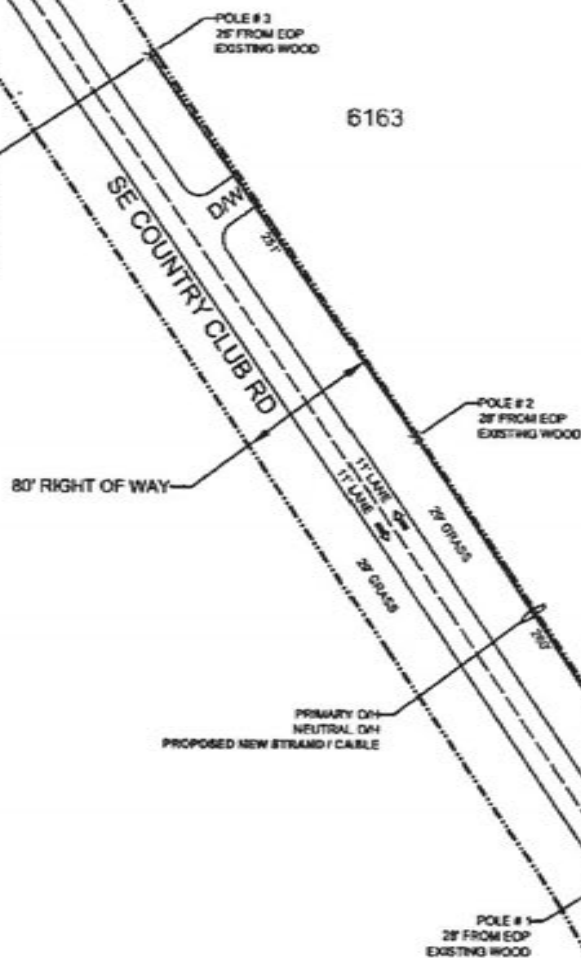
CONCRETE POLE
WOOD POLE
FIBER POLE
PERISTAL
VAULT
ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

ADDRESS	CITY	COUNTY
10000 N. 100th Ave	DADE	DADE
10000 N. 100th Ave	DADE	DADE
10000 N. 100th Ave	DADE	DADE
10000 N. 100th Ave	DADE	DADE
10000 N. 100th Ave	DADE	DADE

SE COUNTRY CLUB RD, LAKE CITY

END PROJECT
PROPOSED AERIAL
CATV / FIBER FACILITIES
GPS COORDINATES
30.184755
82.597255



BEGIN PROJECT
PROPOSED AERIAL
CATV / FIBER FACILITIES
GPS COORDINATES
30.103589
82.586341

6227

6237



Comcast
5804 RICHARD ST
JACKSONVILLE, FLORIDA 32216

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

RIGHT OF WAY
NEURAL CATV
UNDERGROUND CATV
BURIED POWER
TELEPHONE
GAS
SEWER
WATER

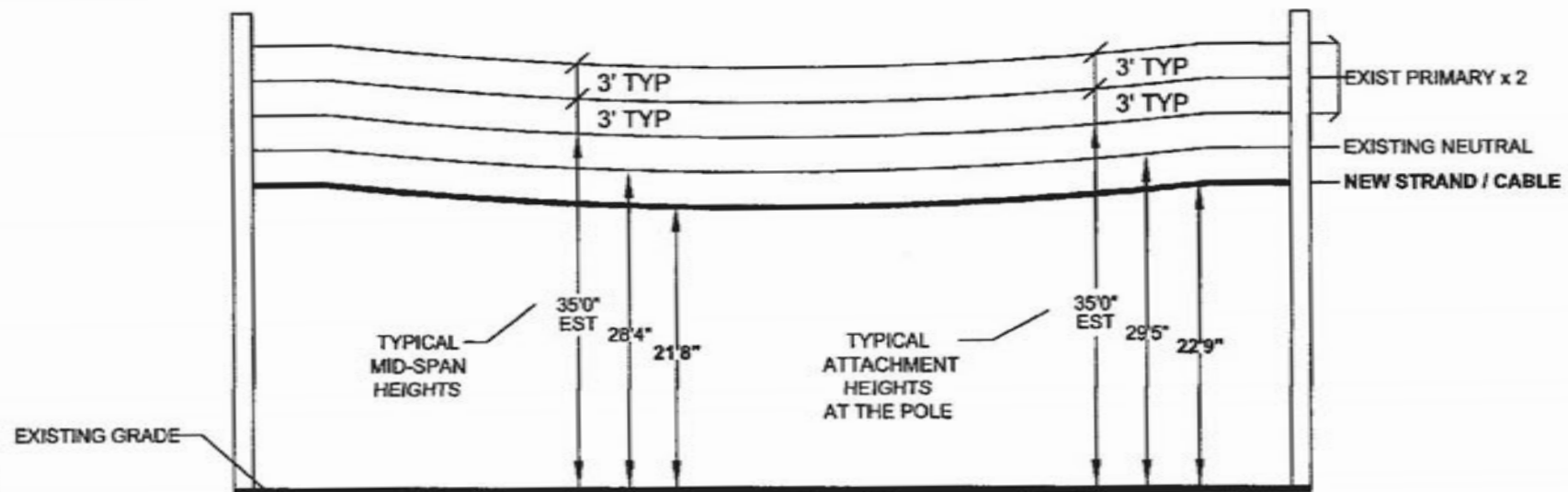


CONCRETE POLE
WOOD POLE
RIBBER POLE
PEDESTAL
VAULT
ANCHOR

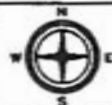
PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL

PROJECT	DATE	BY	DATE	BY
30.184755	30.103589	82.597255	82.586341	

SE COUNTRY CLUB RD, LAKE CITY
AERIAL TYPICAL
DRIVEWAY



TYPICAL DRIVEWAY
-NOT TO SCALE-



Comcast
 3804 RICHARD ST
 JACKSONVILLE, FLORIDA 32218

COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT

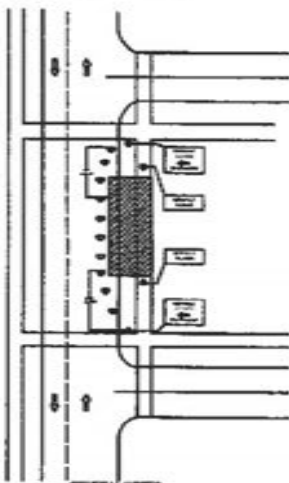
RIGHT OF WAY
 AERIAL CITY
 UNDERGROUND CITY
 BURIED POWER
 TELEPHONE
 GAS
 SINK
 WATER

CONCRETE POLE
 WOOD POLE
 RISER POLE
 PEDESTAL
 VAULT
 ANCHOR

PROPOSED AERIAL CATV / FIBER
 FACILITIES IN COLUMBIA COUNTY, FL

DATE OF PERMIT	CITY	COUNTY
DATE OF PERMIT	CITY	COUNTY
DATE OF PERMIT	CITY	COUNTY
DATE OF PERMIT	CITY	COUNTY

**SE COUNTRY CLUB RD
COUNTY PERMIT
MOT CASES
MID-BLOCK SIDEWALK
CLOSURE**



- GENERAL NOTES**
1. ONLY THE SIGNS CONTROLLING PEDESTRIAN FLOWS ARE SHOWN. OTHER WORK ZONE SIGNS WILL BE NEEDED TO CONTROL TRAFFIC ON STREETS.
 2. TEMPORARY WALKWAYS SHALL BE A MINIMUM OF 4' WIDE AND KEPT FREE OF ANY OBSTRUCTIONS AND HAZARDS SUCH AS HOLES, DEBRIS, MUD, CONSTRUCTION EQUIPMENT, STORED MATERIALS AND ETC. (FOR DETAILS SEE INDEX 600)
 3. PORT MOUNTED SIGNS LOCATED NEAR OR ADJACENT TO A SIDEWALK SHALL HAVE A 7' MINIMUM CLEARANCE FROM THE BOTTOM OF SIGN TO THE SIDEWALK.
 4. THE STATE OF FLORIDA PROHIBITS MID-BLOCK CROSSING OF PEDESTRIANS WHEN AN ALTERNATE ROUTE IS NOT FEASIBLE. CONTRACTOR SHALL PROVIDE AN ADA COMPLIANT PEDESTRIAN WALKWAY THROUGH THE WORK ZONE WHEN SIDEWALK IS CLOSED.

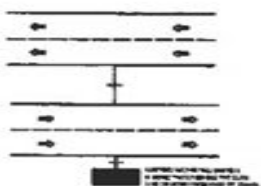
CONDITIONS
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENDOURGE ON THE SIDEWALK FOR A PERIOD OF MORE THAN 90 MINUTES

TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER



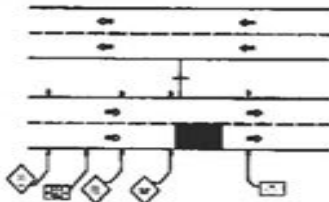
601 M.O.T

MULTILANE WORK OUTSIDE SHOULDER



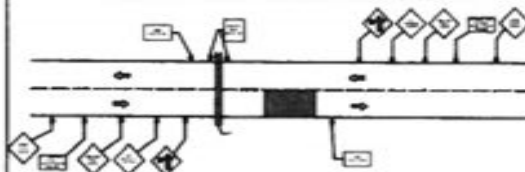
611 M.O.T

**MULTILANE, WORK WITHIN TRAVEL WAY
MEDIAN OR OUTSIDE LANE**



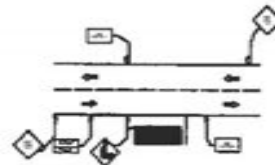
613 M.O.T

WORK IN VICINITY OF RAILROAD CROSSING



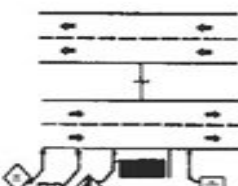
635 M.O.T

TWO-LANE, TWO-WAY, WORK ON SHOULDER



602 M.O.T

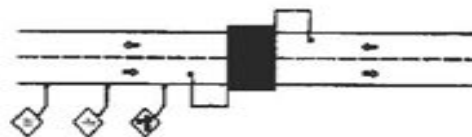
MULTILANE, WORK ON SHOULDER



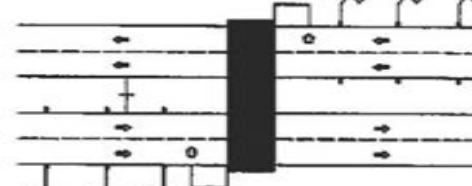
612 M.O.T

TEMPORARY ROAD CLOSURE 5 MINUTES OR LESS

TWO-LANE, TWO-WAY



MULTILANE



625 M.O.T

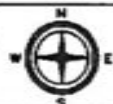
TRAFFIC CONTROL NOTES

THE EXISTING POSTED SPEEDS SHALL REMAIN AS THE REGULATORY SPEED FOR EACH PHASE OF WORK. NO SPEED REDUCTIONS SHALL BE ALLOWED UNLESS PRIOR APPROVAL FROM THE ENGINEER.

MINIMUM SPACING OF TRAFFIC CONTROL DEVICES			
ROAD TYPE	100'	150'	200'
URBAN STREET	100'	150'	200'
RURAL ROAD	150'	200'	250'
INTERSTATE	200'	250'	300'

MINIMUM SPACING OF TRAFFIC CONTROL DEVICES

1. ANY MODIFICATIONS OF THE MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED TO THE COLUMBIA COUNTY TRAFFIC ENGINEERING DIVISION FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTATION.
2. PROJECT WORK HOURS ARE BETWEEN 7:00 AM TO 7:00 PM ON RESIDENTIAL STREETS AND 6:00 AM TO 4:00 PM ON COLLECTOR OR ARTERIAL STREETS.
3. CONTRACTOR MUST MAINTAIN FORTHRIGHTLY IF SIGNS ARE DAMAGED DUE TO HIS ACTIVITY. THE CONTRACTOR IS REQUIRED TO REPLACE THEM IN ACCORDANCE WITH CURRENT COUNTY STANDARD SPECIFICATIONS IMMEDIATELY.
4. THIRTY FOOT RADIUS ARE REQUIRED AT ALL INTERSECTIONS WHERE THE ROADWAY IS REDUCED.
5. ACCESS TO ALL STREETS AND DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
6. IF SIDEWALKS ARE DETOURED AND HAVE TO BE REPLACED, SIDEWALK SIGNS ARE TO BE INSTALLED.
7. THE CONTRACTOR SHALL CONFINED HIS ACTIVE WORK AREA TO NO MORE THAN ONE BLOCK AT A TIME.
8. THE ROADWAY SHALL BE RESTORED TO AT LEAST A LANEBOOK SURFACE BEFORE IT IS RE-OPENED TO TRAFFIC AND BEFORE THE CONTRACTOR MOVES ON TO THE NEXT CONSTRUCTION ZONE.
9. DUST CONTROL MEASURES SHALL BE IMPLEMENTED ON ALL UNPAVED SURFACES UNTIL PAVED.
10. WHERE CONSTRUCTION PHASING IS NOT SHOWN ON PLANS OR IF CONTRACTOR WANTS TO ALTER THE PHASING SHOWN, CONTRACTOR IS TO SUBMIT PHASING PLAN WITH A PROPOSED CONSTRUCTION SCHEDULE TO TRAFFIC ENGINEERING PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL NOTIFY TRAFFIC ENGINEERING DIVISION A MINIMUM OF 5 WORKING DAYS PRIOR TO IMPLEMENTATION OF THE M.O.T.
12. TRAFFIC SIGNAL VEHICLE LOOPS SHALL BE RESTORED TO PROPER OPERATION WITHIN 24 HOURS OF BEING DISTURBED OR DAMAGED.



Comcast
8504 RICHARD ST
JACKSONVILLE, FLORIDA 32216

**COLUMBIA COUNTY
RIGHT-OF-WAY
PERMIT**

RIGHT OF WAY
NEURAL DATA
UNDERGROUND CATV
BLIND POWER
TELEPHONE
GAS
SEWER
WATER



CONCRETE POLE
WOOD POLE
RISER POLE
PEDESTAL
VAULT
ANCHOR

**PROPOSED AERIAL CATV / FIBER
FACILITIES IN COLUMBIA COUNTY, FL**

PROPOSED AERIAL CATV / FIBER	DATE	REVISION
DATE: 08/11/2011	DATE: 08/11/2011	REVISION: 01
DATE: 08/11/2011	DATE: 08/11/2011	REVISION: 02
DATE: 08/11/2011	DATE: 08/11/2011	REVISION: 03

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

7

AGENDA ITEM REQUEST FORM


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

Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Shayne Morgan

Department: Emergency Management

Division Manager's Signature: 

1. Nature and purpose of agenda item: To approve the annual Emergency Management Performance Grant
contracts between the county and the State of Florida Division of Emergency Management.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A - Part of Annual Budget

☐ Yes Account No. _____

☒ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

001.0000.331.20.05

For Use of County Manager Only:

[] Consent Item [] Discussion Item



COLUMBIA COUNTY EMERGENCY MANAGEMENT

P.O. Box 1787, Lake City, FL 32056-1787

Telephone (386) 758-1125 or (386) 758-1126 • Fax (386) 752-9644

EOC Hotline Number (386) 719-7530

www.columbiacountyem.com

June 9, 2015

MEMORANDUM

To: Ben Scott, Assistant County Manager

Fr: Shayne Morgan, F.P.E.M., Emergency Management Director

Re: EMPA Grant Agreements for the June 22, 2015 Board Agenda

Please find attached five (5) copies of the upcoming Emergency Management Performance Grant (EMPG). These are the Federal monies that make up my annual budget. The grant period is July 1, 2015 through June 30, 2016. This year's amount is \$52,102.

Once I have the signed copies back four (4) will be forwarded to the Florida Division of Emergency Management for full execution. One signed copy will remain on file in the local emergency management office, in the event anything happens with any of the four that are forwarded on to the State.

Should you have any questions please let me know. My office number is (386) 758-1383.

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 and end June 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

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

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

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. Part 200, and in the event that the Recipient expends \$750,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in 2 C.F.R. Part 200.

If the Recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200 and required by subparagraph (d) above, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

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

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

And to any other Federal agencies and pass-through entities in accordance with 2 C.F.R. Part 200.

(f) Pursuant to 2 C.F.R. Part 200 and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with 2 C.F.R. Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

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

(7) REPORTS

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

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

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

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

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

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

Shayne Morgan, F.P.E.M., EM Director
P.O. Box 1787
Lake City, FL 32056-1787
Telephone: (386) 758-1383
Fax: (386) 752-9644
Email: shayne_morgan@columbiacountyfla.com

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Goals

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Special Conditions

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations
Attachment I – Certification Regarding Debarment
Attachment J – Statement of Assurances
Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$52,102.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal 2 C.F.R. Part 200 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable in 2 C.F.R. Part 200. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

All funds received hereunder shall be placed in an account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2016**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

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

(18) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

COLUMBIA COUNTY

By: _____
Name and title: Rusty DePratter, Chairman
Date: June 22, 2015
FID# 59-6000564
DUNS # 065924409

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT**

By: _____
Name and Title: Bryan Koon, Director
Date: _____

EXHIBIT – 1

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

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

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant # 97.042
Award amount: \$52,102.00
FAIN # _____

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

Chapter 252, Florida Statutes
Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
44 CFR, Part 302
48 CFR, Part 31
2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2015 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, **Fiscal Year 2015 Emergency Management Performance Grants Program** and programs that are consistent with Title 44, 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation under this award.

Grant	Recipient Agency	Category	Amount Allocated
FY 2015 – Emergency Management Performance Grants Program	COLUMBIA COUNTY	Organizational Expenditures	\$52,102
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	
		Management and Administration Expenditures (no greater than 5%)	
Total Available		\$52,102	

Attachment B

Scope of Work

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Program Funding Opportunity Announcement (FOA). Eligible activities are outlined below in the Categories and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

The minimum acceptable standard for payment is to maintain a 24-7 operation. This includes any service related to the "Categories and Eligible Activities" listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

By signing this Agreement the Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Monitoring: Monitoring will be accomplished through desk-based review, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

Piggy-backing: The practice of procurement by one agency using the agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may at its discretion require solicitation documents and responses.

I. Categories and Eligible Activities

The 2015 Emergency Management Performance Grants (EMPG) Program Guidance allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2015 EMPG Program funds. These costs must comply with 2 C.F.R. Part 200.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or

decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

The Staffing Detail and Exercise Detail Form (Form 3) are due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the completion of required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for Identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review.
- Fixed Capital Outlay
 - Major repairs to the County Emergency Operations Center
 - Central Heat/Air
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e. Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

B. Planning

Planning spans across the five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and

establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2015 EMPG Program funds may be used to develop or enhance emergency management planning activities. Eligible "Planning" activities include, but not limited to:

- Providing input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships
- Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

C. Training

The number of participants must be adequate for each training session. Unless the recipient receives advance written approval from FDEM for the number of participants, the Division will reduce the amount authorized for reimbursement or a pro-rata basis for or deny the entire reimbursement. ***A request must be submitted and approved by DEM no later than 25 days prior to the training session.***

FY 2015 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities shall align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

To ensure the professional development of the emergency management workforce, the grantee must continually assess the capabilities of staff through the implementation of the MYTEP.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- *Funds Used to Develop, Deliver, and Evaluate Training.* Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part-time staff may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable.
- *Certification/Recertification of Instructors.* Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

EMPG Program funds used for training shall support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; grantees are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at

http://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at

http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

D. Exercises

Exercises have essential capability for Emergency Management to be able to respond to emergencies.

All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment C, #2)

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct and Evaluate an Exercise.* This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Full- or part – time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or the

awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment)
- *Implementation of HSEEP.* This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- *Other Items.* These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If food/water is a requirement for an event, a request must be submitted no later than 25 days prior to the event. All requests must be approved prior to the event in the following format:

Exercise Title:

Location:

Exercise Date:

Exercise Schedule:

Estimated Number of Participants that will be fed:

Estimated Cost for food/water:

Description of the Exercise:

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.ilis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In

addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Performance Grant (EMPG) Base Grant expenditures. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

II. Management and Administration (M&A)

M&A is a function of the "Categories and Eligible Activities" (A-E) above. These activities are defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

III. Environmental and Historic Preservation (EHP)

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to request FY 2015 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356.

EHP Policy Guidance can be found in FP 108-023-1, *Environmental Planning and Historic Preservation Policy Guidance*, at <http://www.fema.gov/media-library/assets/documents/85376>.

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

IV. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number: 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf)) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website: <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

V. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities

- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager; who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016);
 - Attend the Private Sector Summit OR the Rural County Summit
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2015 – June 30, 2016) **MUST** provide the following items. This shall be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>
 - At least one County Emergency Management employee should participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
3. **National Incident Management System (NIMS)** - The Recipient will be required to complete a NIMS survey and provide the NIMS implementation status of your jurisdiction no later than ***December 1st***. This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).
4. **Multi-Year Training and Exercise Plan (MYTEP)** – Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than **June 1st**.

Attachment D

Deliverables

Emergency Management Performance Grants Program Guidance, FY2015 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration.**

A. Organization Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual eligible costs associated with staffing, and other day-to-day activities (listed in SOW, under "Eligible Items for Expenses") in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs.

To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

B. Planning Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of successfully completing planning activities consistent with guidelines contained in the 2015 EMPG FOA. Program funds may be used to develop or enhance emergency management planning activities. Only the approved planning activities outlined below are eligible for reimbursement, however, any other planning activities MUST have prior approval from DEM to be eligible under this agreement. Approved planning activities include: provide input for data collection in THIRA development; Development of an all-hazards mitigation plan based on identified risks and hazards; Emergency Management/Operation Plans; Communications Plans; Continuity/Administrative Plans; Whole Community engagement/planning; Resource management planning; Evacuation planning; Pre-disaster and post-disaster Recovery planning; F/ERO Credentialing and Validation; and MYTEP.

C. Training Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for all actual cost of successfully completing training activities consistent with guidelines contained in the 2015 EMPG FOA. Only the approved training venues outlined below are eligible for reimbursement, however, any other training venues MUST have prior approval from DEM to be eligible under this agreement. Approved training venues are: Florida Governor's Hurricane Conference; National Hurricane Conference; Florida Emergency Preparedness Association Annual Meeting; Florida Emergency Preparedness Association Mid Year Work Session; and Professional Development Conferences.

D. Exercises Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for the actual cost of successfully completing exercise activities consistent with guidelines contained in the 2015 EMPG FOA. Only exercises outlined in the County MYTEP are eligible for reimbursement; any other exercise MUST have prior approval from DEM to be eligible under this agreement.

E. Equipment Deliverable

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for actual cost of purchasing an item identified on the Authorized Equipment List (AEL) list from the selected categories below. Allowable equipment categories for the EMPG Program are listed on the web-based version of the AEL on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.llis.dhs.gov/knowledgebase>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Financial Consequence

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does NOT complete the activities, the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets (if applicable) documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. All documentation for reimbursement **MUST** include exact amounts and **MUST** be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.). Any costs for planning activities provided by in-house staff MUST be reported under "Organizational Activities".
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks (or general ledger) for proof of payment and a copy of the agenda and sign in rosters. May also request any training materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts and canceled checks (or general ledger) for proof of payment. AEL# for each purchase (if applicable).
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - **For travel and conferences related to EMPG activities,** copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - If cancelled checks are NOT available, copies of the general ledger **MUST** be provided.

- C. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- E. The final close-out report is due sixty days after termination of this Agreement.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division shall withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR Part 42, Subparts C,D,E, and G
- 13) 28 CFR applicable to grants and cooperative agreements
- 14) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 15) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 16) Title VI of the Civil Rights Act of 1964, as amended;
- 17) Section 504 of the Rehabilitation Act of 1973, as amended;
- 18) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 19) Title IX of the Education Amendments of 1972;
- 20) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, Part 302
- 25) 48 CFR, Part 31
- 26) 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards
- 27) To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200
shall apply

Special Conditions

1. The Recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:

A. Administrative Requirements

- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. Cost Principles

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2015 Emergency Management Performance Grants Funding Opportunity Announcement.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20____-20____ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

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

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

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

Licensing and Permitting

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

Attachment I

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

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

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

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment K
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.
- 2015 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
2. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement.
 3. Target Training and Verify Capability of Personnel. Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.
NIMS Training: IS 100; IS 200; IS 700; and IS 800. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
QUARTERLY FINANCIAL REPORT
FORM 1

GRANTEE: _____	Claim # _____								
County Name: _____									
Address: _____	(Select the quarter of submission)								
	QUARTERLY REPORTING DUE DATES								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">July 1 – September 30 – Due no later than October 31</td> <td style="width: 50%;"></td> </tr> <tr> <td>October 1 – December 31 – Due no later than January 31</td> <td></td> </tr> <tr> <td>January 1 – March 31 – Due no later than April 30</td> <td></td> </tr> <tr> <td>April 1 – June 30 – Due no later than July 31</td> <td></td> </tr> </table>	July 1 – September 30 – Due no later than October 31		October 1 – December 31 – Due no later than January 31		January 1 – March 31 – Due no later than April 30		April 1 – June 30 – Due no later than July 31	
July 1 – September 30 – Due no later than October 31									
October 1 – December 31 – Due no later than January 31									
January 1 – March 31 – Due no later than April 30									
April 1 – June 30 – Due no later than July 31									
Point of Contact: _____									
Telephone #: _____									
AGREEMENT # _____									

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	REMAINING BALANCE
1. Organizational Costs			
2. Planning Costs			
3. Training Costs			
4. Exercise Costs			
5. Equipment Costs			
6. Management and Administration Costs (limited to 5% of the total award)			
TOTAL	\$0.00	\$0.00	

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ Date _____
 Grantee Contract Manager or Financial Officer

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPG (Federal) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

CATEGORY #

form per category.

1. Organizational Expenditures

- ## 2. Planning Expenditures

- ### 3. Training Expenditures

- #### 4. Exercise Expenditures

- ### 5. Equipment Expenditures

- ment and Administration Ex

(limited to 5% of the total award)

Costs Incurred During the Period of:

to

to

Total

\$0.00

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
Form 2 (if applicable)
DETAIL OF CLAIMS
ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: _____ to _____ Claim Number: _____

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
TOTALS			\$0.00	\$0.00
Total Salaries and Benefits Charged to this Grant				\$0.00

DIVISION OF EMERGENCY MANAGEMENT
 COUNTY
 FY 2015-2016
 FOR EMPG FUNDED EMPLOYEES ONLY
 FORM 3

EMPG Staffing Detail

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]

DIRECTIONS STAFFING DETAIL:

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In column 4, provide the funding distribution (%) for the amount in column 3.

EMPG Training

Has the employee received certificate/completed the following: (yes or no)			
NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800

EMPG Exercise(s) Per Quarter

Name & Position Title [1]	Date [2]	Description of Exercise [3]

DIRECTIONS:

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

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

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds - Line 7) _____

Unspent balance _____

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation.

MATCH	EMPA	LOCAL	OTHER NON-FEDERAL

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

8

AGENDA ITEM REQUEST FORM

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

Today's Date: June 8, 2015

Meeting Date: June 22, 2015

Name: Shayne Morgan

Department: Emergency Management

Division Manager's Signature: 

1. Nature and purpose of agenda item: To approve the annual Emergency Management Preparedness and Assistance Program Base Grant contracts between the county and the State of Florida Division of Emergency Management.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A - *Part of Annual Budget*

☐ Yes Account No. _____

☒ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

001.0000.334.10.16

For Use of County Manager Only:

[] Consent Item [] Discussion Item



COLUMBIA COUNTY EMERGENCY MANAGEMENT

P.O. Box 1787, Lake City, FL 32056-1787

Telephone (386) 758-1125 or (386) 758-1126 • Fax (386) 752-9644

EOC Hotline Number (386) 719-7530

www.columbiacountyem.com

June 9, 2015

MEMORANDUM

To: Ben Scott, Assistant County Manager

Fr: Shayne Morgan, F.P.E.M., Emergency Management Director

A handwritten signature in black ink, appearing to be "SM", is written over the name "Shayne Morgan".

Re: EMPA Grant Agreements for the June 22, 2015 Board Agenda

Please find attached five (5) copies of the upcoming Emergency Preparedness and Assistance (EMPA) Grant. These are the State monies that make up my annual budget. The grant period is July 1, 2015 through June 30, 2016. This year's amount is \$105,806.

Once I have the signed copies back four (4) will be forwarded to the Florida Division of Emergency Management for full execution. One signed copy will remain on file in the local emergency management office, in the event anything happens with any of the four that are forwarded on to the State.

Should you have any questions please let me know. My office number is (386) 758-1383.

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on July 1, 2015 and shall end June 30, 2016, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

<https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

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

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

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

The Division of Emergency Management at the following addresses:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
OR
DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

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

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

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

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

(7) REPORTS

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

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-

out report. The ending dates for each quarter of the program year are September 30, December 31, March 31 and June 30.

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

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

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

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

(8) MONITORING.

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

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa A. Warner
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

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

Shayne Morgan, F.P.E.M., EM Director
Columbia County Board of County Commissioners
P.O. Box 1787
Lake City, FL 32056-1787
Telephone: (386) 758-1383
Fax: (386) 752-9644
Email: shayne_morgan@columbiacountyfla.com

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

(14) SUBCONTRACTS

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

extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Program Goals

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$105,806.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation

requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

All funds received hereunder shall be placed in an account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Any requests received after July 31, 2016, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

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

(18) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

COLUMBIA COUNTY

By: _____

Name and title: Rusty DePratter, Chairman

Date: June 22, 2015

FID# 59-6000564

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806.00

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are limited to the 67 Florida counties.

NOTE: 2 C.F.R. Part 200 and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Budget

- Funding from the Emergency Management Preparedness and Assistance Trust Fund is intended for use by the Recipient to perform eligible activities as identified in this agreement and programs that are consistent with State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- The transfer of funds between the categories listed in the Program Budget is permitted.
- Below is a general budget which outlines eligible categories and their allocation.

FY 2015-2016 – Emergency Management Preparedness and Assistance Grant	COLUMBIA COUNTY	Salary and Benefits	\$63,224.00
		Other Personal/Contractual Services (OPS)	
		Expenses	\$42,582.00
		Operating Capital Outlay (OCO)	
		Fixed Capital Outlay (FCO)	

Attachment B

Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is provided to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). Eligible activities are outlined below in the Categories and Eligible Activities. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

The minimum acceptable standard for payment is to maintain a 24-7 operation. To maintain a minimum level of capability, submit current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

This includes any service related to the "Categories and Eligible Costs" listed below, as well as completing the Program Goals (Attachment C). Items listed in Attachment C are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

In addition, the County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management: Coordination and Collaboration, Training and Exercise, Geographical Information, Logistics, and Shelter Survey and Retrofit Program.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

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

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

Piggy-backing: The practice of procurement by one agency using the agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Federally funded projects must be competitively solicited offering open competition. Piggy-backing off existing agreements is not allowed unless justified by additional quotes demonstrating cost benefit of contract vendor. This includes the use of State Term Contracts (STC), State Alternate Contract Sources (ACS), General Services Administration (GSA) contracts, and local agreements. Each award under this grant is a 'new' project and must be competitively awarded. FDEM requires suspension and debarment forms for each vendor and justification of vendor selection. FDEM must pre-approve all scopes of work for projects funded under this agreement. FDEM may require solicitation documents and responses, at its discretion.

I. Categories and Eligible Costs

FY2015-2016 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Authorized Salaries and Benefits are eligible for reimbursement. Copies of timesheets (if applicable) documenting hours worked and earning statements/payroll registries are required documentation for proof of salary payments. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout

- Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. Maintain the operational capability to activate facility their on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061

(1) Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director, but, must, as a minimum, have an emergency management coordinator who works at least 20 hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

(2) The county must have an emergency management program which has been approved by the Division of Emergency Management. Program approval will require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget. Eligible County Emergency Management Agencies in the state shall be allocated annual Federal Emergency Management Agency (FEMA) Emergency Management Performance Grant (EMPG) funding based on the following factors: an amount initially allocated to the county under its Fiscal Year 1994-95 Emergency Management Assistance agreement with the Division of Emergency Management (Division), a base amount distributed equally to each county and an amount commensurate with each county's proportionate share of the state's total population based on the most recent official population estimates. These amounts shall be increased or decreased to reflect additions or reductions in the availability of FEMA EMPG funds to the Division and the Division's distribution of funds to local governments. After providing for the initial allocation and the base amount allocation as described above, each county's increase or decrease shall be commensurate with its proportionate share of the state's total population based on the most recent official population estimates. Federal funds shall be used by the county for personnel, travel and operational expenses. Each county must be able to provide a non-federal match for federal funds on a dollar for dollar basis.

B. Other Personal/Contractual Services

Authorized Other Personal/Contractual Services allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Services would include planning, training, exercise or other priorities in emergency management.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Authorized Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders for Maintenance and Service timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay (OCO)

Authorized OCO is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay (FCO)

Authorized FCO is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

Attachment C

Program Goals

The County is to achieve the following emergency management Program Goals throughout the contract period to ensure county compliance and coordination with the state emergency management.

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
 - A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2015 – June 30, 2016):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2015 – June 30, 2016), the county must:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.

B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. This must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2016**. This must include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested must include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" must be submitted via the Sharepoint portal..
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

4. **LOGISTICS** - The County must maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county must identify local resources to meet emergency needs, and develop local contracts for goods and services. The following must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>, no later than June 1, 2016.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan must also include, but is not limited to the following:
- County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency
 - Location, survey forms and attributes information for county logistical staging areas
 - Location and attribute information for Points of Distribution (POD) sites and Comfort Stations

5. **SHELTER SURVEY AND RETROFIT PROGRAM** – In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following must be uploaded to the Division's Sharepoint portal, <https://portal.floridadisaster.org>. All information must be verified by the county.
- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
 - B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
 - C) Develop and submit a strategy to ensure that by **June 1, 2016**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2016**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
 - E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
 - F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.

Attachment D

Deliverables

EMPA Base Grant costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable. The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

The County Emergency Operation Center must be able to operate within the minimum acceptable standard to maintain a 24-7 operation, 7 days a week. The Recipient must maintain current EMAP accreditation certification OR certificates for the following training via SharePoint for each emergency management position.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework

Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction. The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061.

Financial Consequence

To receive reimbursement for performance of each category, the Recipient's activities must be completed within the agreement period and in accordance with the Budget and Scope of Work, Attachment A and B of the Agreement. In the event that the Recipient does **NOT** maintain level of capability (EMAP and certificates), the Division will withhold 5% of the amount requested in the Quarterly Financial Report.

Attachment E

Reports

- A. Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- **Salaries:** Includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - **OPS/Contractual Services:** Includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - **Expenses:** Must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences.
 - **OCO:** Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - **FCO:** Includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.**

- D. The final close-out report is due sixty days after termination of this Agreement.
- E. The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.
- F. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information must be developed based on guidelines provided and must be submitted to the Division no later than December 31, 2015.
- G. In a format provided by the Division, a proposed staffing summary must be submitted by December 31, 2015. Also, each funded county emergency management position description must be submitted to the Division no later than December 31, 2015.
- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to

any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the

local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

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

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of Conduct

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

conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

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

Licensing and Permitting

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

Attachment I

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

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

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

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

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

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**Attachment K
Reporting Forms**

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2014-2015** - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2014-2015. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTRONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT**

GRANTEE:

Claim # _____

County Name: _____

Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact: _____

Telephone #: _____

AGREEMENT # _____

July 1 – September 30 – Due no later than October 31

October 1 – December 31 – Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 – June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	REMAINING BALANCE
1. Salary and Benefits			
2. Other Personal /Contractual Services			
3. Expenses			
4. Operating Capital Outlay (OCO)			
5. Fixed Capital Outlay (FCO)			
TOTAL			

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Grantee Contract Manager or Financial Officer

Date _____

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

1. SALARIES AND BENEFITS COSTS

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
TOTALS			\$0.00	\$0.00
Total Salaries and Benefits Charged to this Grant				\$0.00

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 3

2.-5. DETAIL OF CLAIMS

CATEGORY # _____

(Please use only one form per category. Pick from 2.-5.)

2. Other Personal/Contractual Services (OPS)

3. Expenses

4. Operating Capital Outlay (OCO)

5. Fixed Capital Outlay (FCO)

County: _____ Costs Incurred During the Period of: _____ to _____ Claim Number: ____

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
Total					\$0.00

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET
Form 4

County	2014-2015 LOCAL (10/1/14-9/30/15)	2013-2014 LOCAL (10/1/13-9/30/14)	2012-2013 LOCAL (10/1/12-9/30/13)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction In County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (13-14)	Reduction In County Budget (%) Based on Previous Year Budget (13-14)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL**

Form 5
FY 2015-2016

[illegible]

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2014-2015
(Dates: July 1, 2014 - June 30, 2015)
FORM 6

Expenditure Categories	LOCAL		STATE/FEDERAL					TOTAL
	County General Fund (Local) (a)	Other Local Funds (b)	Local (c) (EMPA)	State Portion of EMPA Base Grant (d)	Federal Portion of EMPG Base Grant (e)	Hazardous Materials Planning Grant (state) (f)	Other State OR Federal Funds (g)	Total State and/or Federal Funds (d+e+f+g)
1. Salaries & Benefits			\$ -					\$ -
2. Other Personal/Contractual Ser.			\$ -					\$ -
3. Expenses			\$ -					\$ -
4. Operating Capital Outlay			\$ -					\$ -
5. Fixed Capital Outlay			\$ -					\$ -
Total Expenditures \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of funds provided as match for Federal portion of grant (EMPG)

\$

Local / State / Other

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2013-2014 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2014-2015 - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015

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

Emergency Management Preparedness and Assistance Grant Program

Form 7

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement

(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
Total 6		\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds - Line 6) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

EXPENDITURE CATEGORY DEFINITIONS

1 SALARY AND BENEFITS:

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2 OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3 EXPENSES:

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4 OPERATING CAPITAL OUTLAY:

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5 FIXED CAPITAL OUTLAY:

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT**

GRANTEE:
County Name: _____
Address: _____

Claim # _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact: _____
Telephone #: _____
AGREEMENT # _____

July 1 – September 30 – Due no later than October 31

October 1 – December 31 – Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 – June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	REMAINING BALANCE
1. Salary and Benefits			
2. Other Personal /Contractual Services			
3. Expenses			
4. Operating Capital Outlay (OCO)			
5. Fixed Capital Outlay (FCO)			
EMAP			
TOTAL			

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____

Grantee Contract Manager or Financial Officer

_____ Date

QUARTERLY STATUS REPORT

**This information below is required EACH QUARTER. This information MUST be clearly linked
to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.**

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2014-2015
(Dates: July 1, 2014 - June 30, 2015)
FORM 6

Expenditure Categories	LOCAL			STATE/FEDERAL				TOTAL
	County General Fund (Local) (a)	Other Local Funds (b)	Local (a+b) (c)	State Portion of EMPA Base Grant (d)	Federal Portion of EMPG Base Grant (e)	Hazardous Materials Planning Grant (state) (f)	Other State OR Federal Funds (g)	Total State and/or Federal Funds (d+e+f+g) (h)
1. Salaries & Benefits			\$ -					\$ -
2. Other Personal/Contractual Ser.			\$ -					\$ -
3. Expenses			\$ -					\$ -
4. Operating Capital Outlay			\$ -					\$ -
5. Fixed Capital Outlay			\$ -					\$ -
EMAP			\$ -					\$ -
Total Expenditures \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of funds provided as match for Federal portion of grant (EMPG)

\$ _____
Local / State / Other

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc....)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2013-2014 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2014-2015 - This will consist of the last quarter of the county's fiscal year 2013-2014 and the first three quarters of the county's fiscal year 2014-2015

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

Emergency Management Preparedness and Assistance Grant Program

Form 7

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
EMAP	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds - Line 7) _____

Unspent balance _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

9

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: 6/10/15 Meeting Date: 6/22/15

Name: Mark Hunter Department: Sheriff

Division Manager's Signature: Mark Hunter

1. Nature and purpose of agenda item: Budget amendment request

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? ☐ N/A
☐ Yes Account No. _____
☒ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: BA 15-58

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
001.8400.584.9098	001.2400.521.1012	
General Fund / Cash Balance Forward	General Fund / Law Enforcement Pers. Servcs.	\$29,000

For Use of County Manger Only:

☒ Consent Item [] Discussion Item

RECEIVED

JUN 08 2015



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

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

May 29, 2015

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

Dear Mr. Depratter,

I am submitting this Budget Amendment #3 for the 14-15 fiscal year in the amount of \$29,000.00. We recently incurred unbudgeted personnel services and other related expenditures in excess of \$29,000 when searching for a missing elderly person. We are asking for reimbursement of these expenses to prevent a shortfall in our personnel services budget by year end.

Your full consideration to this request will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Mark Hunter".

Mark Hunter
Sheriff, Columbia County

cc: Dale Williams, County Coordinator
Accounting Department

Missing Endangered Person Case

EMPLOYEE NAME	Hourly OT Rate	Total OT Hrs Paid	Total Cost
WHEELER, Sarah	26.54	26.5	703.39
WINGATE, David	56.20	27.0	1,517.32
HOLLOWAY, Robert	46.56	24.0	1,117.52
DICKS, Katina	44.58	24.0	1,069.87
BUSBY, Scott	31.11	7.0	217.75
MEYER, Don	38.14	7.0	267.00
BULTHUIS, Scooter	39.03	12.0	468.30
BALL, Tim	40.44	8.0	323.53
GLOVER, Richard, Jr.	38.14	10.0	381.43
DICKS, Clint	35.48	8.0	283.81
SPRADLEY, Keith	33.69	3.0	101.08
BAILEY, Kevin	31.10	8.0	248.76
RIX, Brian	39.05	7.0	273.38
HORNE, Greg	39.05	7.0	273.38
MANSFIELD, Thomas	33.24	10.0	332.40
CREWS, Blaine	30.56	7.0	213.89
VAUGHAN, Charles	30.34	10.0	303.35
LUCAS, Brian	31.40	20.0	628.03
SULLIVAN, Brett	30.34	10.0	303.35
KOSKO, Ryan	30.34	7.0	212.35
PARNELL, Glenn	30.48	7.0	213.38
ROBERTS, Olivia	30.34	10.0	303.35
SAMSON, Josh	30.34	10.0	303.35
PARKER, Christopher	30.34	7.0	212.35
PEISEL, Eric	30.67	7.0	214.66
HAMPTON, Dennis	30.56	10.0	305.56
DAMON, Rick	34.61	12.0	415.27
BALDREE, Tashahnda	30.34	7.0	212.35
KIRBY, Chad	30.34	7.0	212.35
CARPENTER, Bradley	31.23	10.0	312.30
GUERRY, Chad	30.48	10.0	304.82
MARZUCCO, Matthew	30.34	3.0	91.01
SMITH, Murray	34.81	32.0	1,113.89
WILLIAMS, Greg	30.48	7.0	213.38
BREWINGTON, Chuck	53.14	33.0	1,753.69
SHARPE, Chris	47.70	27.0	1,287.99
NORRIS, Tommy	36.63	7.0	256.42
LUSSIER, Todd	39.71	33.0	1,310.49
LEE, Martin	34.37	20.0	687.36
VARGO, Joe	36.55	8.0	292.44
DOUGLAS, Caleb	34.07	20.5	698.51
MCINTYRE, Cody	34.59	27.0	933.89
USECHE, Andrea	34.07	20.0	681.47
MARSZALEK, Debbie	36.41	31.0	1,128.64
WATSON, Jimmy	38.20	23.0	878.49
CRUZ, Juan Carlos	34.07	11.0	374.81
MAYO, Marcella	34.29	27.0	925.95
TYLER, Yvette	26.66	31.0	826.41
LEE, Daniel Raymond	34.22	31.0	1,060.84
CRAWFORD, Hope	29.57	18.5	547.03
		749.5	\$ 27,312.35
		fuel	1,956.60
		supplies	853.00
			<u>\$ 30,121.95</u>

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

10

AGENDA ITEM REQUEST FORM

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

Today's Date: June 9, 2015

Meeting Date: June 22, 2015

Name: Ed Lontz

Department: Mosquito Control

Division Managers Signature 

1. Nature and purpose of agenda item: Mosquito Control Detailed Work Plan Budget FY15/16

See Attached State DACS required form.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget: YES

Is this a budgeted item? ☐ N/A

☒ Yes Account No. 001.6200.562.10-12 -through- 001.6201.562.60-64

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number

FROM

TO

AMOUNT

For Use of County Manger Only:

☐ Consent Item ☐ Discussion Item



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 06-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR
DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 8

RECOMMENDED FOR APPROVAL:		FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16			PREPARED BY: Edfred Lortz, Director <i>Edfred Lortz</i>									
DATE:					DATE: 6/8/2015									
APPROVED BY: Mosquito Control Program		COUNTY or DISTRICT COLUMBIA COUNTY AUTHORITY CHAPTER 388.341, F.S.			APPROVED BY: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS									
DATE:					DATE:									
PAGE 1 OF 3					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
RECEIPTS														
311	Ad Valorem (Current/Delinquent)			\$ 31,540.00	\$ 31,540.00									
334.1	State Grant			\$ 31,540.00		\$ 31,540.00								
362	Equipment Rentals			\$ -	\$ -	\$ -								
337	Grants and Donations			\$ -	\$ -	\$ -								
361	Interest Earnings			\$ -	\$ -	\$ -								
364	Equipment and/or Other Sales			\$ -	\$ -	\$ -								
369	Misc./Refunds (prior yr expenditures)			\$ -	\$ -	\$ -								
380	Other Sources			\$ -	\$ -	\$ -								
389	Loans			\$ -	\$ -	\$ -								



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

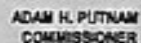
Section 386.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (800) 617-7995

FOR COUNTY OR
DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6

RECOMMENDED FOR APPROVAL: _____		FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 15 ENDING SEPTEMBER 30, 20 16			PREPARED BY: Edfred Lontz, Director <i>Edfred Lontz</i>									
DATE: _____					DATE: 6/8/2015									
APPROVED BY: _____ Mosquito Control Program		COUNTY or DISTRICT COLUMBIA COUNTY AUTHORITY: CHAPTER 386.341, F.S.			APPROVED BY: _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS									
DATE: _____					DATE: _____									
PAGE 2A/B of 3					TO BE PAID FROM				PROGRAM ELEMENTS					
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
EXPENDITURES														
10	Personal Services													
	E. Lontz, Director	2080	27.73	\$ -	\$ -	\$ -	\$ 57,678.00							
	P. Davis, Asst. Director	2080	19.71	\$ -	\$ -	\$ -	\$ 41,000.00							
	R. Hanks, Mosquito Control Operator	1040	9.67	\$ 4,268.00	\$ 4,268.00									
	R. Brooks, Mosquito Control Operator	1040	8.05	\$ 3,483.00	\$ 3,483.00									
	M. Caldwell, Mosquito Control Operator	1040	8.05	\$ 3,483.00	\$ 3,483.00									
	Vacant, Mosquito Control Operator	1040	8.05	\$ 3,483.00	\$ 3,483.00									
	Vacant, Mosquito Control Operator	1040	8.05	\$ 3,483.00	\$ 3,483.00									
	Total Personal Services			\$ 18,200.00	\$ 18,200.00	\$ -	\$ 98,678.00							
20	Personal Services Benefits													
	FICA Taxes	1 Year	7.65%	\$ 1,386.00	\$ 1,386.00	\$ -								
	Retirement Contributions	1 Year		\$ 1,335.00	\$ 1,335.00	\$ -								
	Workers' Compensation	1 Year		\$ 1,521.00	\$ 1,521.00	\$ -								
	Total Personal Services Benefits			\$ 4,242.00	\$ 4,242.00	\$ -	\$ -							
30	Operating Expense													
				\$ -	\$ -	\$ -	\$ -							
40	Travel & Per Diem													
	Per Diem or Meals			\$ 500.00	\$ 500.00	\$ -	\$ -							
41	Communication Serv													
	Communication Serv			\$ -	\$ -	\$ -	\$ -							
42	Freight Services													
	Freight Services			\$ -	\$ -	\$ -	\$ -							
43	Utility Service													
	Utility Service			\$ -	\$ -	\$ -	\$ -							
44	Rentals & Leases													
	Rentals & Leases			\$ -	\$ -	\$ -	\$ -							
45	Insurance													
	Insurance			\$ -	\$ -	\$ -	\$ -							
	Sub-Total Tab (Page 2A)			\$ 22,942.00	\$ 22,942.00	\$ -	\$ 98,678.00							

FDACS-136263 Rev. 07/13



DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 8

DACS-13623 Rev. 07/13

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

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

Today's Date: June 11, 2015

Meeting Date: June 22, 2015

Name: Kevin Kirby

Department: Public Works

Division Manager's Signature: [Signature]

1. Nature and purpose of agenda item: Request for roadside memorial.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

REQUEST FOR ROADSIDE MEMORIAL MARKERS

Date: 6-11-15

LOCATION:

COUNTY ROAD NAME _____

AT INTERSECTION (IF APPLICABLE) Koonville & Pivemount

MILES FROM CLOSEST INTERSECTION _____

NEAREST LANDMARK _____

DIRECTION (N,S,E,W) _____

REQUESTOR:

NAME Jessica Smith

ADDRESS 398 SW Wise Dr.

CITY Lake City, FL 32024

DATE OF ACCIDENT 1-1-15

PHONE 386-623-6446

DECEASED:

Robert "Bobby" Smith

IF REQUESTED, NAME WANTED
WANTED ON MARKER:

SAME

RELATIONSHIP TO DECEASED Spouse

MARKER CURRENTLY EXISTS no.

DISPOSITION: _____ STORE AT MAINTENANCE YARD

_____ DISPOSE OF AT FAMILY'S REQUEST

Connie Brecheen

From: Jessica B. Smith <Jessica.Smith@columbiasheriff.org>
Sent: Thursday, June 11, 2015 10:23 AM
To: Connie Brecheen
Subject: Roadside Memorial for Robert E. "Bobby" Smith

I Jessica Smith am requesting that a Roadside Memorial sign be erected at the intersection of Koonville and Pinemount Road to honor the sight where my husband Robert "Bobby" Smith was killed in an automobile accident on January 01, 2015.

Due to so many accidents at this particular site, I kindly ask that this memorial be placed among the other signage as to "protect" it if possible.

His DOB 05-23-72

Thanks,

Jessica Bennett Smith
386-623-6446
398 SW Wise Drive
Lake City, FL 32024

THIS E-MAIL, ITS CONTENT AND ANY FILES TRANSMITTED WITH IT ARE CONFIDENTIAL AND ARE INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM THEY ARE ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT OR THE PERSON RESPONSIBLE FOR DELIVERING THE E-MAIL TO THE INTENDED RECIPIENT, BE ADVISED THAT YOU HAVE RECEIVED THIS E-MAIL IN ERROR AND THAT ANY USE, COPYING, PRINTING, FORWARDING OR DISSEMINATION OF THIS E-MAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER OF THIS E-MAIL BY REPLY OR CALL (386) 758-1378 AND DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

12

AGENDA ITEM REQUEST FORM

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Today's Date: 6/12/15

Meeting Date: 6/22/15

Name: Ray Hill

Department: Purchasing

Division Manager's Signature: Ben Scer

1. Nature and purpose of agenda item: Approve Bid and contract in th amt. of \$92,800 for project #2015-8, Hall of Fame
Brady Cir., and Otter Ct.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☐ N/A

☒ Yes Account No. 303-8082-541-6063

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: 6/12/15

To: Board of Commissioners

From: Ray Hill, Purchasing Director

RE: Bid Award 2015-8 Hall of Fame Dr./Brady Cr./Otter Ct.

I have reviewed the bids received for this project along with Kevin Kirby and Chad Williams of the Public Works Department. It is our recommendation that this bid be awarded to the low bidder **Live Oak Management Group, Inc.** They are the low bidder.

I have attached the bid tabulation and contract for your review.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.

Bid No. 2015-8

Columbia County Board of County Commissioners

NW HALL OF FAME DR/BRADY CR/OTTER CT

Bid Opening 5/27/15

Company Name	Amount
John C. Hipp	\$110,480.00
C. A. Boone	\$116,500.00
Anderson Columbia	\$112,866.05
Live Oak Management Group	\$92,800.00

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-08
NW HALL OF FAME DRIVE, NW BRADY CIRCLE, & NW OTTER COURT
ROADWAY RESURFACING

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 9530. ⁰⁰	\$ 9530. ⁰⁰
2	Maintenance of Traffic	LS	1	\$ 6050. ⁰⁰	\$ 6050. ⁰⁰
3	Asphalt Concrete, SP 9.5	TN	700	\$ 117.00	\$ 81,900. ⁰⁰
4	Painted Pavement Markings	LS	1	\$ 13,000. ⁰⁰	\$ 13,000. ⁰⁰
TOTAL					\$ 110,480. ⁰⁰

PAY ITEM NOTES

Item 3 Asphalt Concrete – a leveling course will be required on 3300' lf of NW Brady Circle before placement of final surface course. Hall of Fame Drive will require leveling/overbuild due to varying thicknesses.

Item 4 Painted Pavement Markings – *Hall of Fame Drive*, Includes Special Marking Area as detailed in FDOT(2015) Index 17346, sheet 5 of 14, Pavement Markings For Traffic Separation (30 MPH or Less). Shall also include one stop bar and edgeline striping. *Brady Circle*, Includes 4 stop bars and 100 lf of double yellow centerline.

Columbia County staff will perform prep work prior to placement of asphalt at Otter Court and Hall of Fame Drive. Contractor shall contact Columbia County Construction Supervisor, Ken Sweet, prior to commencement of work.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
 ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM John C Hipp Construction Equip Co., Inc. (Seal)

BY [Signature]
 Vice-President

ATTEST [Signature]

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PROJECT NUMBER 2015-08
NW HALL OF FAME DRIVE, NW BRADY CIRCLE, & NW OTTER COURT
ROADWAY RESURFACING

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 12,500	\$ 12,500
2	Maintenance of Traffic	LS	1	\$ 11,500	\$ 11,500
3	Asphalt Concrete, SP 9.5	TN	700	\$ 115.00	\$ 80,500
4	Painted Pavement Markings	LS	1	\$ 12,000	\$ 12,000

TOTAL	\$ 116,500.00
--------------	----------------------

PAY ITEM NOTES

Item 3 Asphalt Concrete – a leveling course will be required on 3300' lf of NW Brady Circle before placement of final surface course. Hall of Fame Drive will require leveling/overbuild due to varying thicknesses.

Item 4 Painted Pavement Markings – **Hall of Fame Drive**, Includes Special Marking Area as detailed in FDOT(2015) Index 17346, sheet 5 of 14, Pavement Markings For Traffic Separation (30 MPH or Less). Shall also include one stop bar and edgeline striping. **Brady Circle**, Includes 4 stop bars and 100 lf of double yellow centerline.

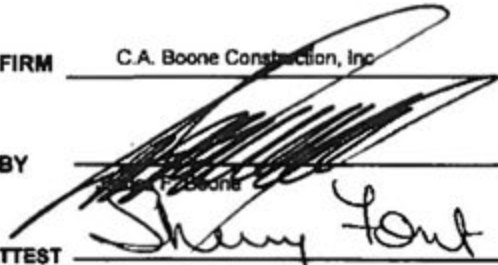
Columbia County staff will perform prep work prior to placement of asphalt at Otter Court and Hall of Fame Drive. Contractor shall contact Columbia County Construction Supervisor, Ken Sweet, prior to commencement of work.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

FIRM C.A. Boone Construction, Inc (Seal)

BY  President

ATTEST Sherry Font
Sherry Font (Secretary)



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2015-08

NW HALL OF FAME DRIVE, NW BRADY CIRCLE, & NW OTTER COURT
ROADWAY RESURFACING

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 9,342.81	\$ 9,342.81
2	Maintenance of Traffic	LS	1	\$ 8,181.20	\$ 8,181.20
3	Asphalt Concrete, SP 9.5	TN	700	\$ 110.74	\$ 77,518.00
4	Painted Pavement Markings	LS	1	\$ 17,824.04	\$ 17,824.04

TOTAL	\$ 112,866.05
-------	---------------

PAY ITEM NOTES

Item 3 Asphalt Concrete – a leveling course will be required on 3300' If of NW Brady Circle before placement of final surface course. Hall of Fame Drive will require leveling/overbuild due to varying thicknesses.

Item 4 Painted Pavement Markings – *Hall of Fame Drive*, Includes Special Marking Area as detailed in FDOT(2015) Index 17346, sheet 5 of 14, Pavement Markings For Traffic Separation (30 MPH or Less). Shall also include one stop bar and edgeline striping. *Brady Circle*, Includes 4 stop bars and 100 lf of double yellow centerline.

Columbia County staff will perform prep work prior to placement of asphalt at Otter Court and Hall of Fame Drive. Contractor shall contact Columbia County Construction Supervisor, Ken Sweet, prior to commencement of work.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS

ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

FIRM Anderson Columbia Co., Inc

(Seal)

BY

E. Tony Williams, Jr. Vice President

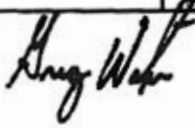
ATTEST



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**PROJECT NUMBER 2015-08****NW HALL OF FAME DRIVE, NW BRADY CIRCLE, & NW OTTER COURT
ROADWAY RESURFACING****BID PROPOSAL**

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 3,500	\$ 3,500.00
2	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00
3	Asphalt Concrete, SP 9.5	TN	700	\$ 114.21	\$ 80,300.00
4	Painted Pavement Markings	LS	1	\$ 4,000.00	\$ 4,000.00



TOTAL	\$ 92,800.00
-------	--------------

PAY ITEM NOTES

Item 3 Asphalt Concrete – a leveling course will be required on 3300' lf of NW Brady Circle before placement of final surface course. Hall of Fame Drive will require leveling/overbuild due to varying thicknesses.

Item 4 Painted Pavement Markings – **Hall of Fame Drive**, Includes Special Marking Area as detailed in FDOT(2015) Index 17346, sheet 5 of 14, Pavement Markings For Traffic Separation (30 MPH or Less). Shall also include one stop bar and edgeline striping. **Brady Circle**, Includes 4 stop bars and 100 lf of double yellow centerline.

Columbia County staff will perform prep work prior to placement of asphalt at Otter Court and Hall of Fame Drive. Contractor shall contact Columbia County Construction Supervisor, Ken Sweet, prior to commencement of work.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

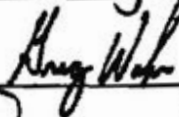
ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

FIRM

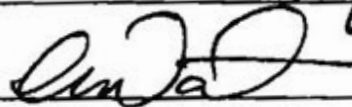
Live Oak Management Group L.L.C.
(Seal)

BY



President

ATTEST



COLUMBIA COUNTY, FLORIDA

ROADWAY CONSTRUCTION CONTRACT

NW Hall of Fame/Brady Cir/Otter Ct

Pavement Rehabilitation and Resurfacing

THIS AGREEMENT is entered in and effective as of the _____ day of _____, 2015, by and between **COLUMBIA COUNTY, FLORIDA**, ("County"), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, **AND**, **LIVE OAK MANAGEMENT GROUP LLC** ("Contractor"), whose mailing address is 9448 141st Drive, Live Oak, FL 32060, its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the Pavement Rehabilitation and Resurfacing of **NW Hall of Fame/Brady Cir/Otter Ct**, Columbia County Project No. 2015-08 (herein "the project"); and

WHEREAS, the parties wish to memorialize the County's acceptance of Contractor's bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.
3. **CONTRACT PRICE**: The County agrees to pay Contractor for the strict

performance of its work as described herein the total sum of **NINETY TWO THOUSAND, EIGHT HUNDRED AND NO/100 (\$92,800) DOLLARS** as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or availability of materials as approved by the County representative, Contractor may receive an equitable

extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUND FOR WITHHOLDING PAYMENT/NOTIFICATION:**
The County may withhold from progress payments an amount sufficient to protect the County because:

a. Defective work has not been remedied.

b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.

c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such payments have been made.

d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.

e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.

f. Contractor is not satisfactorily prosecuting the work of this agreement.

g. A petition for bankruptcy or reorganization has been filed by or against Contractor.

h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney

from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

a. As a condition precedent to the award of this contract agreement to Contractor by County, Contractor shall maintain in full force and effect during the term of agreement a good,

sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE:** Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

- e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.
- g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

(1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;

(2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;

(3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not

be required to indemnify an Indemnified Party for that party's sole negligence; or

(4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this agreement when reasonably necessary. In the event of Contractor's noncompliance with the

equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy

any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. DEFAULT AND TERMINATION:

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with

such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. MISCELLANEOUS:

a. **Legal fees:** If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. **Notices:** All notices, consents, requests or other communications hereunder shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to

have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

By

Witness

Rusty DePratter, Chairman
Board of County Commissioners

Print or type name

ATTEST:

Witness

P. DeWitt Cason, Clerk o Court

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Rusty DePratter, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

Live Oak Management Group, LLC

By

Print

Title

(COMPANY SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as the _____ of **Live Oak Management Group, LLC**, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

13

AGENDA ITEM REQUEST FORM

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

Today's Date: June 12, 2015

Meeting Date: June 22, 2015

Name: Mark Hunter

Department: Sheriff's Office

Division Manager's Signature: *Mark Hunter*

1. Nature and purpose of agenda item: JAG Equipment Grant approval

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

[] Discussion Item



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

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

www.columbiasheriff.org

June 10, 2015

Honorable Rusty Depratter, Chairman
Columbia County Board of County Commissioners
Post Office Drawer 1529
Lake City, Florida 32056-1529

This agency recently submitted an application for funding under the JAG grant program. This grant is a federally funded program through the Bureau of Justice Assistance in the amount of \$17,716.00 dollars and requires no matching funds for the award.

For the past several years, this agency has been the recipient of funds awarded under this program.

We are requesting that this grant request be placed on the June 22nd, 2015 consent agenda for approval by the Board of County Commissioners.

If you have any questions regarding this grant, please feel free to contact Kim Nichola at 758-1110.

Sincerely,

A handwritten signature in black ink that reads "Mark Hunter".

Mark Hunter
Sheriff



BJA FY 15 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2015-H3113-FL-DJ

[Application](#)[Correspondence](#)

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APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION		
Legal Name Columbia County		Organizational Unit Columbia County Sheriff's Office
Address P.O. Drawer 1529 Lake City, Florida 32056-1529		Name and telephone number of the person to be contacted on matters involving this application Nichola, Kim (386) 758-1110
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000568		7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Recording and video equipment to provide enhanced surveillance capabilities at safe distances during critical operations that can be used for conviction testimony of criminal cases. This equipment will provide pictured evidence in live viewing to assist in prosecuting cases.
12. AREAS AFFECTED BY PROJECT Sheriff's Office-Agency wide		
13. PROPOSED PROJECT Start Date: October 01, 2014 End Date: September 30, 2016		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL04
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE

Federal	\$17,716	EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$17,716	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

14

AGENDA ITEM REQUEST FORM

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

Today's Date: 6/12/15

Meeting Date: 6/22/15

Name: Ronnie Brannon

Department: Tax Collector

Division Manager's Signature: *RH Brannon*

1. Nature and purpose of agenda item: 2014 Recapitulation of Errors and Insolvencies.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☐ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

☒ Consent Item [] Discussion Item



Ronnie Brannon, Tax Collector

Proudly Serving The People of Columbia County
135 NE Hernando Ave., Suite 125 • Lake City, Florida 32055-4006
(386) 758-1077 • (386) 719-7462 Fax

RECEIVED

JUN 12 2015

Board of County Commissioners
Columbia County

June 12, 2015

Honorable Russell DePratter, Chairperson
Board of County Commissioners
P.O. Box 1529
Lake City, FL 32056

Hand Delivered

Re: 2014 Recapitulation of Errors and Insolvencies

Dear Chairperson DePratter,

Attached you will find the DR 505 Recapitulation of Errors and Insolvencies for the 2014 tax roll collected by this office. The Statutes require the Board to examine, sign, and return the original to our office. Also included is a copy of the DR 502 Recapitulation sent to the Department of Revenue.

Please do not hesitate to call if you have any questions or concerns.

Sincerely,

Ronnie Brannon, Tax Collector
Proudly Serving The People Of Columbia County

RB/kk

RECAPITULATION

I, RONNIE BRANNON, Tax Collector of Columbia County, Florida, hereby certify that the within and foregoing is a true list of all; ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2014; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2014 Assessment Roll in the following amounts:

Errors	\$ (59,510)
Double Assessment	\$ (4,909)
Discounts	\$ (1,651,718)
Federal Bankruptcies/Litigation	\$ (23,905)
Special Assessment Corrections	\$ (585,547)
Gov't Sale	\$ (4,005)

TOTAL \$ (2,329,594)

Dated this 12th day of June, 2015.


 Ronnie Brannon
 Columbia County Tax Collector

WE, the undersigned members of the Board of County Commissioners for the County of Columbia, Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Honorable RONNIE BRANNON, Tax Collector, is therefore entitled to credit on the account of said list for the following amounts:

Errors	\$ (59,510)
Double Assessment	\$ (4,909)
Discounts	\$ (1,651,718)
Federal Bankruptcies/Litigation	\$ (23,905)
Special Assessment Corrections	\$ (585,547)
Gov't Sale	\$ (4,005)

TOTAL \$ (2,329,594)

Dated this _____ day of _____, 2015.

ATTEST:

 Clerk

 Chairman

 Member

 Member

 Member

 Member

2014 CORRECTION BY ADJUSTMENT / STATUS CODE

	REAL ESTATE CORRECTION	TOTAL	REAL ESTATE	TANGIBLE	RAILROAD		
1	EXEMPT NOT GRANTED	\$ (12,388)	\$ (9,302)	\$ (3,086)	\$ -		
8	CLERICAL ERROR	\$ (52,473)	\$ (20,710)	\$ (31,763)	\$ -		
13	DOUBLE ASSESSMENT	\$ (4,909)	\$ -	\$ (4,909)	\$ -		
15	OTHER ERROR	\$ (1,580)	\$ (1,580)	\$ -	\$ -		
AR	ADDITION TO ROLL	\$ 6,930	\$ 6,930	\$ -	\$ -		
GS	GOV'T SALE	\$ (4,005)	\$ (4,005)	\$ -	\$ -		
	TOTAL NON SA CORR	\$ (68,424)	\$ (28,666)	\$ (39,758)	\$ -		
2013 SPECIAL ASSESSMENT CORRECTION BREAKDOWN							
	REASON	TOTAL	FIRE	GAR	CITY FIR	ROLLING OAKS	
8	CLERICAL ERROR	\$ (1,723)	\$ (1,916)	\$ 193.0	\$ -	\$ -	
70	VACANCY	\$ (99,683)	\$ (16,257)	\$ (60,205)	\$ (23,220)	\$ -	
71	DOR RATE CHANGE	\$ (41,557)	\$ (17,496)	\$ (18,552)	\$ (5,509)	\$ -	
72	ERROR SQ FT	\$ (737)	\$ (544)	\$ (193)	\$ -	\$ -	
74	CLERICAL ERROR	\$ (19,899)	\$ (9,147)	\$ (9,843)	\$ (532)	\$ (377)	
75	MULTIPLE ERROR	\$ (4,878)	\$ (3,527)	\$ (1,351)	\$ -	\$ -	
76	SPLIT OUT	\$ (193)	\$ -	\$ (193)	\$ -	\$ -	
77	INDIGENT	\$ (332,399)	\$ (162,643)	\$ (149,575)	\$ (20,180)	\$ -	
78	DOUBLE ASSESSMENT	\$ (376)	\$ (183)	\$ (193)	\$ -	\$ -	
79	ADJOINING PROPERTY	\$ (64,773)	\$ (63,615)	\$ (1,158)	\$ -	\$ -	
80	WASTE EXEMPTION	\$ (34,483)	\$ -	\$ (34,483)	\$ -	\$ -	
81	PART'L WASTE EXEMPT	\$ (631)	\$ -	\$ (631)	\$ -	\$ -	
83	ADDITION TO SA ROLL	\$ 17,634	\$ 7,984	\$ 9,650	\$ -	\$ -	
84	VACATION RATE	\$ (1,736)	\$ -	\$ (1,736)	\$ -	\$ -	
89	BOCC FIELD REVIEW	\$ 643	\$ -	\$ 643	\$ -	\$ -	
99	BCC CORRECTION	\$ (323)	\$ (130)	\$ (193)	\$ -	\$ -	
GS	GOV'T SALE	\$ (56)	\$ -	\$ (56)	\$ -	\$ -	
TS	T.S. DEBBY ADJSTMNT	\$ (376)	\$ (183)	\$ (193)	\$ -	\$ -	
	TOTAL SA CORRECTIONS	\$ (585,547)	\$ (267,659)	\$ (268,068)	\$ (49,442)	\$ (377)	
	TOTAL CORRECTIONS	\$ (653,971)	\$ (296,326)	\$ (307,826)	\$ (49,442)	\$ (377)	
	BK	\$ (17,020)					
	LANDS AVAILABLE	\$ (6,400)					
	LITIGATION	\$ (485)					
	TOTAL CORRECTIONS	\$ (677,877)					
	DISCOUNTS	\$ (1,651,718)					
	GRAND TOTAL	\$ (2,329,595)					

Tax Collector's Recapitulation of the Tax Roll For ColumbiaCounty, Florida, 2014
(year)

Every space must be filled in.
Where there are spaces that
are not applicable, write "None."

Debits:

1. Taxes Levied as Certified to Department of Revenue by Property Appraiser
2. Plus Additions to the Roll
3. Less Subtractions from the Roll Including Rounding Error
4. Penalties Collected on Current Roll
5. Total Taxes Levied on _____ Tax Roll
(year)

Credits:

6. Total Monies Collected (Including Individual Tax Sale Certificates)
7. Discounts Allowed
8. Total Cash Credits on Collections (6 + 7)
9. Warrants Pending
10. County Tax Sale Certificates
11. Errors and Insolvencies
12. Uncollected Taxes Due to Pending Litigation
13. Penalties and Interest on Warrants
14. Over (—) or Under (+) Collected
15. Total Credits (Lines 6 and 15 Should Balance)

County and Special District Ad Valorem Taxes		
Real Property (1)	Personal Property (2)	Centrally Assessed Property (3)

All Municipal Ad Valorem Taxes		
Real Property (4)	Personal Property (5)	Centrally Assessed Property (6)

Total Ad Valorem Taxes Real, Personal and Centrally Assessed Property (7)

\$43,949,447	\$5,185,743	\$264,292	\$4,125,734	\$572,769	\$7,735	\$54,105,722
\$223,124	\$19,518	\$0	\$218	\$4,696	\$0	\$247,556
(\$787,337)	(\$52,638)	\$0	(\$50,217)	(\$11,334)	\$0	(\$901,527)
\$126,875	\$845	\$0	\$11,616	\$143	\$0	\$139,479
\$43,512,109	\$5,153,468	\$264,292	\$4,087,351	\$566,274	\$7,735	\$53,591,229
\$42,039,432	\$4,946,612	\$253,720	\$3,932,449	\$543,213	\$7,426	\$51,722,852
\$1,297,882	\$197,115	\$10,572	\$124,107	\$21,732	\$309	\$1,651,718
\$43,337,314	\$5,143,727	\$264,292	\$4,056,557	\$564,945	\$7,735	\$53,374,570
	\$7,593			\$1,330		\$8,923
\$147,035		\$0	\$28,110			\$175,145
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$27,759	\$2,148	\$0	\$2,684	\$0	\$0	\$32,591
\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0
\$43,512,109	\$5,153,468	\$264,292	\$4,087,351	\$566,274	\$7,735	\$53,591,229

Input _____
Date _____
Amended _____
Date _____
DOR Use Only

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/12/15 Signature: [Signature] Tax Collector

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

15

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

Today's Date: 06-01-2015

Meeting Date: 06/22/ 2015

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Approval of BOCC Meeting Minutes of May 21, 2015

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item [] Discussion Item

2015

Columbia County
Board of County Commissioners

Minutes of
May 21, 2015

The Columbia County Board of County Commissioners met in a regular meeting at the auditorium of the School Board Administrative Complex at 5:30 p.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Rusty DePratter, Scarlet Frisina, Ronald Williams, Bucky Nash and Everett Phillips.

Others in Attendance: Assistant County Manager Ben Scott ("ACM")
Safety Manager David Kraus ("SM")
Operations Manager Kevin Kirby ("OM")
County Attorney Joel Foreman
Deputy Clerk Katrina Vercher

Consent Agenda:

- (1) Operations Department – Requesting Approval of FDOT Traffic Signal Maintenance and Compensation Agreement and Resolution No. 2015R-4 - \$62,928.00
- (2) Operations Department – Requesting the Return of the Coats Tire Machine s/n 9912105591 to the Public Works Inventory
- (3) Operations Department – Declaration of Surplus Property – County ID # 09469, 1995 Chevrolet S-10 Pickup, #PU 095
- (4) Operations Department – Requesting Approval to Enter Private Property – 3000 NW Nash Road, Henry Nash, Property Owner – Fallen Tree Removal
- (5) Operations Department – Requesting Approval to Enter Private Properties of – Charles Deas and Sue Hillann - Fallen Tree Removal on County Right-of-Way
- (6) Operations Department – Requesting Approval to Enter Private Property – NE Natalie Terrace over Rosewood Circle – Drainage Construction
- (7) Building and Zoning – Requesting a Refund – Special Temporary use Permit – Wendy Grennell - \$200.00

- (8) Building and Zoning – Requesting a Refund – Building Permit, Contractor Don Reed - \$25.00
- (9) Operations Department – Requesting Approval of Department of Corrections Inmate Labor Contract – Fiscal Year 2015-2016
- (10) Operations Department – Utility Permit – Comcast/FCCG – Ridge Street
- (11) Operations Department – Utility Permit – Grandview Street & Sisters Welcome Road
- (12) Operations Department – Utility Permit – Windstream Florida, Inc. – SW Copperhead Lane, SW Central Terrace, SW Utah Street
- (13) BCC Administration – External Budget Amendment – BA # 15-52 – Ship Program Income from Prior Lien Payoffs - \$32,800
- (14) Safety Manager – External Budget Amendment – BA # 15-53 - CCFR/HMGP - Requesting Approval of New Revenues – HMGP Program Income of \$24,000 and Sale of Surplus Equipment \$2,100 - \$26,100.00
- (15) Sheriff's Office – External Budget Amendment – BA # 15-54 – Request for Special Law Enforcement Trust Fund Expenditure - \$15,000.00
- (16) 9-1-1 Communications – External Budget Amendment – BA # 15-55 – Acceptance of a Grant Award and Appropriate Funds from the Florida E911 Board – Annual Maintenance for 911 Recorder and the B Side CAD System – \$8,261.00
- (17) Emergency Management – Acceptance of Donation of Land – 1260 Gum Swamp Road – Wells Fargo Bank - \$0.00
- (18) BCC Administration – Adoption of Resolution No. 2015R-6 – Qualified Target Industry Tax Refund in a Rural Area Requesting Waiver of Local Financial Support
- (19) BCC Administration – Subordination Agreement – SHIP – Krystle Fowler
- (20) BCC Administration – Requesting Approval of Quotes for Restroom Repairs Paid from Capital Improvements Fund Savings:
 - (a) Girls Softball - \$24,895.56
 - (b) Boys Baseball - \$20,850.69
- (21) BCC Administration – Correct Previously Approved Junked Assets Property Numbers

- (22) BCC Administration – Minute Approval – Board of County Commissioners – Special Meeting - March 31, 2015
- (23) BCC Administration – Minute Approval – Board of County Commissioners – Special Meeting/Budget Workshop – April 30, 2015
- (24) BCC Administration – Minute Approval – Board of County Commissioners – Regular Meeting – May 7, 2015
- (25) BCC Administration – Approval of Resolution 2015R-7 – Changing the BOCC Meeting of June 18, 2015 & July 2, 2015 to June 22, 2015

MOTION by Commissioner Williams to approve the Consent Agenda. SECOND by Commissioner Frisina.

Citizen Stewart Lilker advised that he had discussed with ACM Scott a needed change to a set of minutes listed on the Consent Agenda. He also asked for clarification on Consent Agenda item #25.

Clarification was provided on Consent Agenda item #25 by Chairman DePratter and Commissioner Williams.

ACM Scott advised that he spoke with Citizen Stewart Lilker regarding a correction to May 7, 2015, minutes regarding a subject matter being discussed by Mr. Lilker. Mr. Scott recommended a change to the May 7 minutes.

The Chairman called for a vote. The motion carried unanimously.

Agenda Additions/Deletions:

Additions:

- (1) Proclamation No. 2015P-7; Proclaiming the Month of May 2015 as Civility Month in Columbia County, Florida.
- (2) Proclamation No. 2015P-8; Proclaiming the Week of May 17 thru 23, 2015 as Emergency Medical Services week in Columbia County, Florida.
- (3) Approval of Bid 2015-G; Bestway Concrete-\$13,310.

Deletions:

None

MOTION by Commissioner Frisina to approve agenda as amended. SECOND by Commissioner Williams. The motion carried unanimously.

Presentation and Update of Lifeguard Ambulance Service of FL, LLC

Jason Kimbrell, Regional Director of Operations for Lifeguard Ambulance Service of FL, LLC gave a brief update of the operation.

Public Comment on Discussion and Action Items:

Citizen Buddy Hines spoke in favor of the Blanche Hotel Redevelopment Project.

Former Commissioner James Montgomery urged the Commission to back the Blanche Hotel Redevelopment Project.

Discussion and Action Items:

Integrity Development Partners, LLC ("IDP")- Letter of Intent

At the May 7, 2015 meeting, the Commission charged County Attorney Joel Foreman with the task of determining the legality of an interest free loan to the City of Lake City. Mr. Forman, along with ACM Scott and Commissioner DePratter, he was also asked to meet with the City of Lake City to see if an agreement could be reached on a Letter of Intent. Using the attached Power Point presentation, Mr. Forman reported his findings to the Commission. Mr. Foreman stressed to the Commission that should they entertain any type motion on this project, the motion must state why the Commission believes this project meets the requirements of Florida Statue 125.045(1).

Discussion ensued. Commissioner Williams gave a lengthy explanation of the reasons his motion would meet the requirements of Florida Statute 125.045(1). He then stated his motion.

MOTION by Commissioner Williams "to loan the developer a million dollars, forgive the interest through a grant, and draw up an agreement between the City, the County, and the developer where the city pays back the loan in full". SECOND by Commissioner Nash for discussion.

There was a need for clarification.

Commissioner Williams clarified and restated the motion "After all my thoughts about what I said in support of the Blanche; the main portion of what I said, the exhibits 1, 2, 3, that the County Attorney gave us as what the Florida Statute said to determine whether the County can loan a developer a million dollars to economic development, we meet those criteria. My motion also said that we enter into an agreement; come back to this board to be approved between the developer and the city and most notable of that agreement would be no matter what happened to the project, whether it's an overrun or

underrun or just go away, that the city is responsible for paying us back the million dollars. It's just that simple. Do you want it any simpler than that?"

Attorney Forman assisted with further clarification.

There was discussion.

The Chairman called for a vote.

Motion failed 2 to 3 with Commissioners DePratter, Phillips and Frisina voting in opposition.

Dissolution of Combined Communications Center Interlocal Agreement

In 2009 the County, the City of Lake City and the Columbia County Sheriff entered into an Interlocal Agreement for a Combined Communications Center. In 2012 the City of Lake City withdrew from the agreement. County Attorney Foreman suggested several opinions for correcting this agreement; do nothing, amend the current agreement, terminate this agreement or leave the agreement as is and negotiate a new agreement with the Sheriff's office.

Discussion ensued.

MOTION by Commissioner Williams to leave agreement as it is and direct Attorney Foreman and ACM Scott to enter into negotiation with the Sheriff's Office for a new agreement. SECOND by Commissioner Frisina.

Citizen Stewart Lilker offered comment on the dissolution of the Combined Communications Center Interlocal Agreement.

The Chairman called for a vote. The motion carried unanimously.

Proclamation No. 2015P-7

County Attorney Joel Foreman read Proclamation No. 2015P-7 Proclaiming the month of May 2015 as Civility month in Columbia County, Florida.

MOTION by Commissioner Williams to approve Proclamation No. 2015P-7. SECOND by Commissioner Frisina. The motion carried unanimously.

Suggested Changes to Meeting Rules and Procedures

ACM Scott suggested changes to the order of items on the meeting agenda. Suggested changes are attached to original minutes.

There was discussion.

MOTION by Commissioner Williams to approve staff recommendations.
SECOND by Commissioner Frisina. The motion carried unanimously.

Right-of Way Acquisition Guidelines

Through a PowerPoint presentation ACM Scott explained the guidelines that staff is recommending. Which will improve the right-of-way acquisition process in a cost effective and timely manner. ACM Scott asked for one change to these guidelines in section five (5) paragraph one (1): the addition of "upon Board approval".

Discussion ensued.

MOTION by Commissioner Nash to adopt the Right-of-Way Acquisition Guidelines with staff recommendations for changes. SECOND by Commissioner Frisina. The motion carried unanimously.

Resolution No. 2015 R-5

ACM Scott presented Resolution No. 2015 R-5-Financial Reserves Policy. This policy will be used as a guideline in the budgeting process.

Commissioner Williams requested that a clause be added to the policy that no reoccurring expenses over \$10,000 could be spent from the reserves without a super majority vote of the Board. There was discussion.

MOTION by Commissioner Frisina to approve Resolution No. 2015 R-5 with the change/clause noted by Commissioner Williams. SECOND by Commissioner Nash. The motion carried unanimously.

Proclamation No. 2015P-8; Proclaiming the Week of May 17 thru 23, 2015 as Emergency Medical Services in Columbia County, Florida

MOTION by Commissioner Frisina to approve Proclamation No. 2015P-8. SECOND by Commissioner Williams. The motion carried unanimously.

2015-G Concrete Bid for Southside Recreation Complex

Staff requests approval of bid 2015-G for Southside Recreation Complex concrete for handicap parking and sidewalks. The low bid was received from Bestway Concrete in the amount of \$13,310.

MOTION by Commissioner Williams to approve Bid No. 2015-G. SECOND by Commissioner Phillips. The motion carried unanimously.

Open Public Comments:

Citizen Stewart Lilker commented on the Blanche Hotel Project and asked the Commission who the Conflict Counsel would be for the Board of County Commissioners.

ACM Scott responded that a conflict attorney has not been selected.

Commissioner Comments:

Commissioner Williams wished everyone a safe and happy Memorial Day.

Adjournment:

There being no further business, the meeting adjourned at 7:25 p.m.

ATTEST:

Rusty DePratter, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

16

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

Today's Date: 06-09-2015

Meeting Date: 06/22/2015

Name: Ben Scott

Department: BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item: Approval of BOCC Special Meeting/Workshop Minutes of May 28, 2015

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item?

☒ N/A

☐ Yes Account No. _____

☐ No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____

FROM

TO

AMOUNT

For Use of County Manger Only:

[] Consent Item

☒ Discussion Item

Columbia County
Board of County Commissioners
Special Meeting/Budget Workshop

Minutes of
May 28, 2015

The Columbia County Board of County Commissioners met in a special meeting /workshop at the auditorium of the School Board Administrative Complex at 9:00 a.m. The meeting opened with prayer and the Pledge of Allegiance to the Flag of the United States of America.

Commissioners in Attendance: Chairman Rusty DePratter, Scarlet Frisina, Ronald Williams, Bucky Nash and Everett Phillips.

Others in Attendance: County Manager Dale Williams ("CM")
Assistant County Manager Ben Scott ("ACM")
Operations Manager Kevin Kirby ("OM")
County Attorney Joel Foreman
Deputy Clerk Katrina Vercher

Public Comments

Citizen Stewart Lilker questioned wording on the agenda "with possible action".

ACM Scott explained how the agenda was intended to work.

Commissioners DePratter and Williams provided further clarification.

Budget Workshop Presentation

ACM Scott gave a PowerPoint presentation which reviewed the county debt, finances, and both a long and short term overview of major budgetary impacts.

Agenda Approval

MOTION by Commissioner Frisina to approve agenda. SECOND by Commissioner Phillips. The motion carried unanimously.

Road Improvement Needs/Options

ACM Scott gave the Commission a summary of the current expenses relating to road improvement and revenue sources. He also discussed the life span of the roads in Columbia County and the future cost to maintain these roads. ACM Scott presented the Commission with options for meeting the financial needs.

Discussion ensued.

Stormwater Mitigation

ACM Scott gave an update of the current projects.

Library Funding

ACM Scott stated that the grant monies that have subsidized the libraries have been exhausted. Based on current budgets, the revenue shortfall for fiscal year 14/15 will be approximately \$617,620. One option to cover this shortfall is to increase the communications services tax. The current ordinance would have to be revised.

Citizen Stewart Lilker asked what it cost to run the Westside Branch and what hours were they open.

ACM Scott stated that the annual cost is approximately \$180,000 and that he did not have the hours of operation but they are not open every day.

Staff recommends revising the current ordinance to establish the maximum tax rate for the Communications Service Tax. The adoption of the ordinance should be scheduled to meet the September 1st requirement.

MOTION by Commissioner Williams to approve staff recommendations.
SECOND by Commissioner Nash for discussion.

Discussion ensued.

The Chairman called for a vote. The motion carried unanimously.

Administrative Space Needs

ACM Scott reported that staff is working on a plan to present to the Commission with options for the administrative space needs. That plan will be presented at the first budget workshop next year.

Detention Center Repair/Replacement

Florida law provides for a Public Safety Coordinating Council. The council has met and is reviewing the issues with the detention center but due to scheduling has been unable to meet with staff. Therefore, at this time staff does not have a recommendation to make to the Commission.

Discussion ensued.

Economic Development

ACM Scott gave a review of current projects.

Policy Development

Staff currently has two policies in development for future consideration, a signage standards policy and a workers comp/safety policy. The current purchasing policy allows for unlimited renewals, staff recommends making a change to this policy to remove the unlimited renewal option and add limits to the annual contract portion of the policy as recommended by staff in the attached presentation.

MOTION by Commissioner Nash to approve staff recommendations. SECOND by Commissioner Williams.

Discussion ensued.

The Chairman called for a vote. The motion carried unanimously.

Communications System Improvement

ACM Scott gave a progress report for this project.

Recreation Enhancements

ACM Scott reported that the land suitable for multi-purpose fields has not been located as of yet, and that additional funding is needed to maintain the current tournament fields.

Tourist Development Tax/Bed Tax

Section 125.0104 of the Florida Statutes allows for tourist development taxes. Columbia County charges a Professional Sports Franchise Facility Tax but not at the maximum rate allowed. The revenues generated by raising the rate of this tax would be used to fund the maintenance cost of the county sport facilities as well as future reserves for capital improvements. Staff recommends preparing an ordinance to establish the additional Professional Sports Franchise Facility Tax.

Discussion ensued.

MOTION by Commissioner Phillips to adopt the one cent bed tax. SECOND by Commissioner Nash.

Revised MOTION by Commissioner Phillips to approve staff recommendation. Revised SECOND by Commissioner Nash. The motion carried unanimously.

Proposed Reorganization Plan

ACM Scott presented a new organizational chart with one change; Risk management would fall directly under the supervision of the County Manager and recommends approval of the chart.

MOTION by Commissioner Williams to approve staff recommendation.
SECOND by Commissioner Frisina.

There was discussion.

The Chairman called for a vote. The motion carried unanimously.

Financial Management Director

ACM Scott defined the duties and requirements for the position of Financial Management Director and recommends approval of the job description, and for the position to be budgeted and filled during the fiscal year 15/16.

MOTION by Commissioner Williams to approve staff recommendation.
SECOND by Commissioner Phillips. The motion carried unanimously.

Ellisville Development

ACM Scott went through a list of six items that have been considered for development in the Ellisville area.

Discussion ensued.

MOTION by Commissioner Phillips directing staff to begin working on items one through four. SECOND by Commissioner Frisina. The motion carried unanimously.

9-1-1 Mapping Change

Staff recommends converting to ESRI mapping software. This new software allows data to be shared with our Sheriff, Property Appraiser and the Public Works Department. Hire a replacement for retiring 911 mapping director that is trained in ESRI. The new employee and the current director will work together to migrate the current data to the new software at a significant cost savings in conversion. Staff recommends that the commission authorize the revision of job description and fill position during fiscal year 15/16, and after the position has been filled, authorize staff to develop a plan to implement a conversion to ESRI.

MOTION by Commissioner Williams to approve staff recommendation. SECOND by Commissioner Phillips. The motion carried unanimously.

Citizen Stewart Lilker had concerns about converting to ESRI.

911 Director Thomas Brazil addressed Mr. Lilker's concerns.

Code Enforcement Magistrate

There have been some concerns with the current way that code enforcement violations are being handled. Attorney Joel Foreman recommends that a special magistrate be appointed to handle the code enforcement violations. Attorney Foreman recommends the Commission include a code enforcement magistrate in the floor budget for Fiscal Year 15/16 in the amount of approximately \$25,000.

There was discussion.

MOTION by Commissioner Williams to approve staff recommendation. SECOND by Commissioner Phillips. The motion carried unanimously.

Adjournment

There being no further business, the meeting adjourned at 12:25 p.m.

ATTEST:

Rusty DePratter, Chairman
Board of County Commissioners

P. DeWitt Cason
Clerk of Circuit Court