COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

August 1, 2019

5:30 P.M.

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(1) **BCC Administration - BA 19-63 - Storm Repairs and VoIP Phones - Communication Towers - $5,277 (Pg. 1)**

(2) **BCC Administration - Health Department - Quarterly Report - FY 2018/2019 Contract (Pg. 5)**

(3) **BCC Administration - On Eagle's Wings Agreement Renewal - $34,000 (Pg. 11)**

(4) **BCC Administration - Resolution No. 2019R-27 - Establishing Position and Compensation for Reserve Firefighters (Pg. 16)**

(5) **BCC Administration - Request to Assign Contract for Public Seating - John Kasak - $0 (Pg. 19)**

(6) **BCC Administration - SHIP - FY 2016-2017 Annual Report and Local Housing Incentives Certification - Interim Years 2017-2018 and 2018-2019 (Pg. 29)**

(7) **Building and Zoning - Special Family Lot Permit (SFLP 19 13) - Donald Carpenter, Son - Peter and Wanda Carpenter, Property Owner - 250 SW Tara Court (Pg. 52)**

(8) **Building and Zoning - Special Family Lot Permit (SFLP 19 15) - Kyler Burk, Son - Donald and Denise Burk, Property Owner - TBD SW Rock Way (Pg. 66)**

(9) **Economic Development - Appointment of Two Representatives to the North Florida Economic Development Partnership (NFEDP) (Pg. 82)**

(10) **Economic Development - BA 19-64 - Enterprise Florida Inc. - Marketing Grant - $10,000 (Pg. 84)**

(11) **Emergency Management - Approval of the Statewide Mutual Aid Agreement (SMAA) (Pg. 86)**

(12) **Emergency Management - 2019-2020 Emergency Management Performance Grant (EMPG) $52,613 (Pg. 124)**

(13) **Human Resources - Unpaid Leave Concurrent with Worker's Compensation Request - Shaun Noel (Pg. 180)**

(14) **Library - BA 19-62 - E-rate Reimbursement - $5,573 (Pg. 183)**

(15) **Public Works - Entering Private Property - Right-of-Way Overhand onto Property Owner - David Parker, Property Owner - 305 NW Brook Loop (Pg. 186)**

(16) **Public Works - Xerox Copier Lease Agreement - $117.01 per month for 60 months (Pg. 189)**

(17) **Public Works - Utility Permit - FPL - Washington Street (Pg. 194)**

(18) **Public Works - Acceptance of Maintenance for Executive Glen (Pg. 203)**

(19) **Public Works - Roof Replacement - Home Occupied by Director of Landfill - Reed Roofing - $12,379 (Pg. 218)**

(20) **Public Works - Timber Harvesting Quote - Parcel No. 03960-001, Fort White Parking Lot - North Florida Timber Dealers, Inc. (Pg. 224)**

(21) **Solid Waste - FY 19/20 Small County Consolidated Solid Waste Grant Agreement - $90,909 (Pg. 231)**

(22) **Tourist Development - 2020 VISIT FLORIDA Map Advertisement - $10,000 (Pg. 265)**

(23) **Tourist Development - Small Market Venue of the Year Plaques - $320 (Pg. 268)**

(24) **Tourist Development - XEROX Copier Lease Agreement - $136.11 per month for 60 months (Pg. 274)**

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: David Kraus **Department:** Bcc Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Requesting a Budget Amendment of $5,277 for storm related repairs and the installation of VoIP telephones in the communications towers

2. Recommended Motion/Action:

Approve BA 19-63

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

Budget Amendment Number: **BA 19-63** **Fund:** **001-GENERAL FUND**

FROM:	TO:	AMOUNT:
001-8400-584.90-99	**001-2620-525.30-46**	
RESERVES / CONTINGENCY/RESERVE	*OPERATING EXPENDITURES / REPAIRS & MAINTENANCE*	$2,315.00
001-8400-584.90-99	**001-2620-525.30-60**	
001-8400-584.90-99	*001-2620-525.30-60*	$1,962.00
001-8400-584.90-99	**001-7200-572.30-46**	
001-8400-584.90-99	*001-7200-572.30-46*	$1,000.00

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy

M E M O R A N D U M

TO: Columbia County Board of County Commissioners

FR: David Kraus, Assistant County Manager

DATE: July 25, 2019

RE: Budget Amendment

Staff is requesting approval of a budget amendment for $5,277:

1) Recent storms damaged the strobe/beacon lights and an antenna on the Franklin Street Communications Towers. This required an emergency repair and tower climb which cost $2,315
2) The same storm damaged the battery backup to the camera system located at the Richardson Community Center. The IT Department needs to replace this battery backup, which will cost approximately $1,000.
3) The cell phone signal at the Communications Towers is inconsistent. The Communications Department and the IT Department recommend installing basic VoIP telephones at each of the 8 tower sites at a cost of $1,962

McDonald Tower Service, INC
118 Smith Ln
Ashburn, GA 31714 US
bjmcdonald.mts@gmail.com

Invoice 1158

BILL TO
Lawrence Wilson
263 NW Lake City Ave
Lake City,, FL. 32055 USA

SHIP TO
Lawrence Wilson
263 NW Lake City Ave
Lake City,, FL. 32055 USA

DATE	PLEASE PAY	DUE DATE
07/21/2019	**$2,315.00**	08/20/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/18/2019	**Services**	Parts and labor to troubleshoot and repair strobe system, fix leaning antenna	1	1,800.00	1,800.00
07/21/2019	**Materials**	Strobe Trbe	1	500.00	500.00
07/21/2019	**Materials**	Side markers	3	5.00	15.00

Franklin St Strobe Repair

TOTAL DUE $2,315.00

THANK YOU.

StrictlyTech
we make IT happen

5381 NW 33rd Avenue, Suite 101
Fort Lauderdale, FL 33309
strictlytech.com · (954)606-5440

Quotation (Open)

Date
Jun 11, 2019 08:20 AM EDT

Modified Date
Jun 11, 2019 11:52 AM EDT

Doc #
60076 - rev 1 of 1

Description
APC

SalesRep
McLeod, Ethan
(P) 954.541.8559
(F) 954.606.5441

Customer Contact
Todd, Manning
(P) 386-719-7442
(F) 386-758-2182
Todd_manning@columbiacountyfla.com

Customer
Columbia County FL (13-695)
Todd, Manning
P.O. Box 1529
Lake City, FL 32056-1529
United States
(P) 386-758-1005
(F) 386-758-2182

Bill To
Columbia County FL
Todd , Manning
P.O. Box 1529
Lake City, FL 32056-1529
United States
(P) 386-758-1005
(F) 386-758-2182

Ship To
Columbia County Board of Commissioners
Todd , Manning
135 NE Hernando Ave.
Suite 203
Lake City, FL 32055
United States
(P) 386-758-1005
(F) 386-758-2182

Payment Method
Terms: Undefined

Shipping Info
Delivery Method: FedEx Ground
Carrier Account:
Shipping Instructions:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		APC Smart-UPS SC 450VA UPS (rack-mountable) - AC 120 V - 280 Watt - 450 VA - RS-232 - output connectors: 4 - 1U - gray	SC450RM1U	Yes	8	$146.44	$1,171.52
2		Cisco IP Phone 7811 VoIP phone - SIP, SRTP	CP-7811-K9=	Yes	8	$98.72	$789.76

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430

Subtotal:	**$1,961.28**
Tax (0.000%):	$0.00
Shipping:	$0.00
Total:	**$1,961.28**

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 19, 2019 **Meeting Date:** August 1, 2019

Name: Penny Stanley **Department:** BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

This is the Quarterly Report required by the Health Department FY 2018/2019 Contract

2. Recommended Motion/Action:

Accept Quarterly Report

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Florida HEALTH

Ron DeSantis
Governor

Vision: To be the **Healthiest State** in the Nation

July 10, 2019

RECEIVED
JUL 18 2019
Board of County Commissioners
Columbia County

The Honorable Ronald Williams, Chairman
Columbia Board of County Commissioners
PO Box 1529
Lake City, FL 32055

RE: FY 2018-19 Contract between the Columbia Board of County Commissioners and the Department of Health for operation of the Columbia County Health Department

Dear Chairman Williams:

The above-referenced Core Contract and Section 154.02, Florida Statutes, require that the Department of Health submit quarterly reports to the County with the following information.

As specified in Section 6., Paragraphs o. i and ii, also enclosed are the DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report. A written explanation is provided for any service level expenditure variance that deviates more than 25 percent from the planned service expenditure amount and exceeds three percent of the total planned expenditures for the corresponding level of service at the end of the contract year.

If you have any questions, please feel free to contact Brenda Brown at 386-758-1363.

Sincerely,

Brenda Brown

Sr. Public Health Services Manager
Columbia County Health Department

Enclosures

Cc: Demonica Connell, Office of Budget and Revenue Management

Florida Department of Health in Columbia County
217 NE Franklin Street
Lake City, FL 32055
PHONE: 386/758-1068 • FAX: 386/758-2180
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

Columbia DE580 Analysis of Fund Equities Report

Note: This report is based upon Schedule C, FIRS and year-to-date FLAIR transactions as of 06/30/2019

Columbia CHD (643812) DE580 Analysis of Fund Equities Report for fiscal year 2018-2019 as of 06/30/2019

Actual Year-to-Date (through Jun)						
OCA	**OCA Title**	**Beginning Cash**	**Revenues YTD**	**Expenditures YTD**	**Certified Forward Expenditures YTD**	**Actual Cash YTD**
State						
1E000	ON SITE SEWAGE DISPOSAL PERMIT FEES	962.54	21,225.00	22,387.40	0.00	(199.86)
1O000	SANITATION CERTIFICATES (FOOD INSPECTION)	0.00	2,405.50	2,590.00	0.00	(184.50)
3S000	INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	1,426.50	1,402.50	2,842.56	0.00	(13.56)
4BAPS	AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	3,001.29	36,053.00	33,090.56	3,001.29	2,962.44
7F000	CHD - TB COMMUNITY PROGRAM	0.00	12,121.00	12,121.00	0.00	0.00
9V000	STATE UNDERGROUND PETROLEUM RESPONSE ACT	1,424.00	0.00	0.00	0.00	1,424.00
ADA19	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	(947.09)	12,632.97	11,494.33	191.55	0.00
ADA20	AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	0.00	3,478.69	5,224.80	0.00	(1,746.11)
B9000	SEPTIC TANK RESEARCH SURCHARGE	185.00	2,742.20	2,879.40	0.00	47.80
BY000	SEPTIC TANK VARIANCE FEES 50%	0.00	150.00	150.00	0.00	0.00
CIP17	COMPREHENSIVE COMMUNITY CARDIO - PHBG	1,550.78	6,265.77	4,864.74	2,951.81	0.00
CIP18	COMPREHENSIVE COMMUNITY CARDIO - PHBG	0.00	23,774.56	23,284.40	0.00	490.16
DE017	CMS-MCH PURCHASED CLIENT SERVICES	(7,721.57)	7,721.57	0.00	0.00	0.00
DE018	CMS-MCH PURCHASED CLIENT SERVICES	0.00	11,072.67	14,111.00	0.00	(3,038.33)
DNSPJ	DENTAL SPECIAL INITIATIVE PROJECTS	0.00	5,977.00	5,977.00	0.00	0.00
DPF18	DIABETES PREVENTION PUBLIC HEALTH FUNDING	(1,100.58)	2,527.44	(0.03)	1,426.89	0.00
ENVFE	CHD STATEWIDE ENVIRONMENTAL FEES	85,222.23	312,982.12	247,442.45	7,761.52	143,000.38
FMP18	FAMILY PLANNING TITLE X - GRANT	(565.44)	8,362.44	7,797.00	0.00	0.00
FMP19	FAMILY PLANNING TITLE X - GRANT	0.00	29,743.00	29,743.00	0.00	0.00
FMP20	FAMILY PLANNING TITLE X - GRANT	0.00	6,260.99	6,469.00	0.00	(208.01)
FMPGR	FAMILY PLANNING GENERAL REVENUE	0.00	23,758.00	23,758.00	0.00	0.00
FSAPA	FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	0.00	72,939.00	72,939.00	0.00	0.00
HPF18	HEART DISEASE PREVENTION PUBLIC HEALTH FUNDING	1,354.87	434.25	0.00	1,789.12	0.00
HPHP8	HPP HEALTH CARE SYSTEM PREPAREDNESS	0.00	0.00	8,475.00	0.00	(8,475.00)
HPMM8	HPP MEDICAL LOGISTICS (MED MATERIAL MGMT & DIST)	(105.00)	105.00	0.00	0.00	0.00

IMM18	IMMUNIZATION ACTION PLAN	(2,003.71)	2,003.71	0.00	0.00	0.00
IMM19	IMMUNIZATION ACTION PLAN	0.00	7,158.38	7,286.00	0.00	(127.62)
K3000	PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	330.00	882.50	775.00	0.00	437.50
M5000	DRINKING WATER PROGRAM OPERATIONS	0.00	1,611.00	1,593.00	0.00	18.00
MC238	MCH SPECIAL PRJCT UNPLANNED PREGNANCY	0.00	3,061.62	3,468.00	0.00	(406.38)
MC407	MCH SPECIAL PROJCT DENTAL	(1,897.90)	1,897.90	0.00	0.00	0.00
MC408	MCH SPECIAL PROJCT DENTAL	0.00	8,732.06	11,249.00	0.00	(2,516.94)
MCH47	MCH SPECIAL PROJECTS DENTAL	(2,842.09)	2,842.09	0.00	0.00	0.00
MCHB8	MCH BLOCK GRANT FLORIDAS HEALTHY BABIES	0.00	6,120.05	9,423.28	0.00	(3,303.23)
NCGRV	CHD GENERAL REVENUE NON-CATEGORICAL	18,267.20	508,672.00	502,910.17	18,358.66	5,670.37
PCG00	PRIMARY CARE PROGRAM	3,204.30	118,600.00	118,600.00	3,204.30	0.00
PHCP8	BASE COMMUNITY PREPAREDNESS CAPABILITY	(4,022.07)	7,010.01	0.00	2,987.94	0.00
PHCP9	BASE COMMUNITY PREPAREDNESS CAPABILITY	0.00	151,008.98	154,832.42	0.00	(3,823.44)
R9000	TANNING FACILITIES	0.00	232.50	262.50	0.00	(30.00)
RPE18	RAPE PREVENTION & EDUCATION GRANT	0.00	1,000.00	1,000.00	0.00	0.00
SCHGR	SCHOOL HEALTH SERVICES - GENERAL REVENUE	24,677.75	98,711.00	74,033.25	24,677.75	24,677.75
SCHSP	SUPPLEMENTAL SCHOOL HEALTH	4,530.75	18,123.00	13,592.25	4,530.75	4,530.75
SEWTN	ONSITE SEWAGE TRAINING CENTER	130.00	2,517.60	2,597.40	0.00	50.20
SRA18	REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	0.00	0.00	0.00	0.00	0.00
SRA19	REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	0.00	0.00	0.00	0.00	0.00
SRS18	REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	0.00	0.00	0.00	0.00	0.00
SRS19	REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	0.00	0.00	0.00	0.00	0.00
TOBBX	CESSATION TREATMENT AND COUNSELING	0.00	23,536.00	22,967.36	0.00	568.64
TSALB	TROPICAL STORM ALBERTO	(215.23)	0.00	0.00	0.00	(215.23)
UQ000	MOBILE HOME & RV PARK FEES	47.84	1,484.40	1,600.64	0.00	(68.40)
	State Total	**124,894.37**	**1,569,339.47**	**1,463,830.88**	**70,881.58**	**159,521.38**
Local						
CLFEE	CHD CLINIC FEES	156,305.43	343,624.99	321,631.33	19,979.09	158,320.00
CPGCR	GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0.00	15,897.06	14,567.85	0.00	1,329.21
ENVLF	CHD LOCAL ENVIRONMENTAL FEES	28,590.25	90,455.20	92,862.72	5,665.67	20,517.06
HSCNT	CHD HEALTHY START COALITION CONTRACT	(34,047.58)	364,053.98	318,146.80	13,457.82	(1,598.22)
HSPAT	HEALTHY START PARENTS AS TEACHERS - CHD	(38.17)	0.00	0.00	0.00	(38.17)
JV000	VITAL STATISTICS CERTIFIED RECORDS	34,122.73	104,988.99	112,057.77	1,028.84	26,025.11
LOGOV	CHD LOCAL REVENUE & EXPENDITURES	30,120.48	167,001.77	165,777.40	15,077.44	16,267.41
MLH2A	MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0.00	521.64	0.00	0.00	521.64
RWCGP	RYAN WHITE CONTRACTED GRANT PROGRAM	(6,407.32)	48,010.21	43,426.71	1,634.22	(3,458.04)

SALGS	CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	3,657.43	0.00	3,235.30	0.00	422.13
SHT18	SPECIAL HEALTH TRANSFER	3,750.56	0.00	853.82	2,896.74	0.00
	Local Total	**216,053.81**	**1,134,553.84**	**1,072,559.70**	**59,739.82**	**218,308.13**
	Grand Total	**340,948.18**	**2,703,893.31**	**2,536,390.58**	**130,621.40**	**377,829.51**

Columbia
Contract Management Variance Report
for Period 10/01/2018 to 06/30/2019

Program	Reported FTEs	Planned FTEs	% Variance FTE	Reported Clients/Units	Planned Clients/Units	% Variance Clients/Units	Reported Visits/Services	Planned Visits/Services	% Variance Visits/Services	Reported Expenditures	Planned Expenditures	% Variance Expenditures
Communicable Disease Section												
01:Immunization	1.22	0.92	32.61	338	469	-27.89	470	534	-11.99	$53,214.96	$62,321.00	-14.61
02:Sexually Trans. Dis.	1.94	1.72	12.79	389	565	-31.12	747	914	-18.23	$128,424.82	$100,032.00	28.38
03:AIDS	3.35	2.31	45.02	80	126	-36.51	616	305	102.30	$133,588.30	$135,246.00	-1.23
04:Tuberculosis	0.41	0.37	10.81	167	303	-44.88	359	610	-41.12	$17,097.51	$20,030.00	-14.64
06:Comm. Dis. Surv.	0.11	0.09	22.22	0	0		0	5	-100.00	$8,299.81	$6,782.00	22.38
09:Hepatitis	0.00	0.00		8	0		10	0		$0.00	$0.00	
16:Preparedness and Response	2.52	1.15	119.13	0	0		0	3	-100.00	$137,854.06	$127,215.00	8.36
18:Refugee Health	0.00	0.03	-100.00	0	0		0	0		$0.00	$1,500.00	-100.00
80:Vital Records	1.43	1.93	-25.91	3,559	3,875	-8.16	8,151	9,139	-10.81	$78,953.97	$71,703.00	10.11
Communicable Disease Totals	10.98	8.52	28.87	4,541	5,338	-14.93	10,353	11,509	-10.04	$557,433.42	$524,829.00	6.21
Primary Care Section												
10:Chronic Disease Prevention Pro	1.17	0.88	32.95	71	156	-54.49	187	81	130.86	$61,627.77	$57,606.00	6.98
12:Tobacco Use Intervention	0.00	0.00		0	0		0	0		$0.00	$0.00	
21:WIC	0.00	0.00		1,270	0		1,270	0		$0.00	$0.00	
23:Family Planning	2.82	2.73	3.30	507	565	-10.23	951	1,016	-6.42	$182,447.06	$156,277.00	16.75
25:Improved Pregnancy Outcome	0.00	0.00		0	0		0	0		$302.45	$51.00	493.03
27:Healthy Start Prenatal	4.08	3.70	10.27	145	487	-70.21	1,243	2,240	-44.52	$175,016.29	$212,429.00	-17.61
29:Comprehensive Child Health	0.05	0.01	400.00	6	2	300.00	7	2	366.67	$557.94	$1,377.00	-59.48
31:Healthy Start Child	1.55	1.58	-1.90	75	167	-55.16	751	744	0.94	$55,755.05	$71,611.00	-22.14
34:School Health	0.58	0.03	1,833.33	0	0		133,095	81,732	62.84	$123,699.68	$86,293.00	43.35
37:Comprehensive Adult Health	2.09	2.18	-4.13	287	416	-30.93	572	683	-16.19	$131,769.75	$153,379.00	-14.09
38:Community Health Development	0.80	0.26	207.69	0	0		103	14	622.81	$45,944.14	$13,884.00	230.91
40:Dental Health	4.14	4.67	-11.35	1,202	902	33.22	2,225	1,058	110.25	$236,640.09	$289,204.00	-18.18
Primary Care Totals	17.28	16.04	7.73	3,563	2,694	32.26	140,404	87,570	60.33	$1,013,760.21	$1,042,111.00	-2.72
Environmental Health Section												

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: July 26, 2019 **Meeting Date:** August 1, 2019

Name: Ben Scott **Department:** BCC Administration

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

On Eagle's Wings Agreement Renewal - $34,000

2. Recommended Motion/Action:

Approve On Eagle's Wings Agreement Renewal - $34,000

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 001-6400-564.80-23

AGREEMENT

Columbia County Board of County Commissioners
and
On Eagle's Wings
and
CareerSource Florida Crown

THIS AGREEMENT is entered into between the Columbia County Board of County Commissioners hereinafter referred to as "BOCC", On Eagle's Wings Inc. hereinafter referred to as "OEW" and CareerSource Florida Crown (CSFC) hereinafter referred to as "CSFC."

1. Term of Agreement:

This Agreement is for a term of one (1) year commencing on October 1, 2019 and ending September 30, 2020, with two one-year renewals if necessary.

2. Administrative Agency:

CSFC will act as the Administrative Agency between OEW and BOCC for the duration of this agreement.

3. Waived Responsibilities:

During the term of this Agreement, the initial DOC responsibilities will be waived.

4. Both Parties Agree to the Following:

A. CSFC

- CSFC will assist program participants in obtaining training to find and maintain gainful and meaningful employment leading to self-sufficiency. CSFC will assist in providing program participants with classes in job search and work readiness skills.

- CSFC shall ensure that county funds are used for the sole purpose of furthering the secular goals of criminal rehabilitation, the successful reintegration of offenders into the community and the reduction of recidivism.

B. OEW

- No promises will be made that can be misconstrued to obligate BOCC or CSFC.

- OEW shall maintain property and personal liability insurance policies throughout the term of this contract and furnish such proof to CareerSource Florida Crown and BOCC.

- OEW shall work register all participants and provide transportation (bicycles are donated for use) to CareerSource Florida Crown's One-Stop in Lake City, Florida in order to participate in education and training programs.

- OEW will ensure "Non-Discrimination" policies are fully complied with at all times.
- All OEW records and case files will be made available to CareerSource Florida Crown upon request.
- OEW shall have a drug-free workplace policy in effect for program staff and volunteers.

5. Records Management

- OEW will be responsible for maintaining accurate documentation, participants' case files.
- Records to accompany all invoice and billing statements.
- All invoices will be submitted to CareerSource Florida Crown with appropriate backup documentation.
- OEW shall maintain records relating to covered services, expenditures, client intake and case documentation for a period of seven (7) years.
- The parties understand and agree that BOCC is a political subdivision of the State of Florida and is subject to the requirements of Chapters 119 and 286, Florida Statutes. Any records provided to or held by BOCC shall be public records subject to production other than as expressly exempted or made confidential by the laws of the United States or the State of Florida.

6. Compensation

B. OEW

- OEW agrees to request compensation on a monthly basis through the submission of invoice(s) to CSFC within three (3) business days following the end of the month for which payment is being requested.

C. CSFC

- CSFC will pay OEW $2,833 (this amount as agreed by BOCC, please see attached copy of budget proposal attached) per month as agreed upon with BOCC. CSFC will then invoice BOCC for payment made to OEW as part of this agreement. This process will be for the term of one (1) year and end according to the terms of this agreement.

C. BOCC

- BOCC will pay CSFC $2,833 per month for so long as CSFC provides administration services to OEW in furtherance of OEW's programs under this Agreement.

7. Reimbursement for Expenses

- During the term of this contract, OEW agrees to reimburse CareerSource Florida Crown for any expenses accrued during the term of this contract. BOCC shall have no obligation of reimbursement.

8. Termination

A. Termination at Will

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

B. Termination for Breach

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

Notice of Contact:

The name, title and address of the representative for CSFC:

Vanquiece Brown, Contracts Manager
CareerSource Florida Crown
1389 US Hwy. 90 West, Suite 170 Lake City, FL 32055
(386) 755-9026 ext. 3219

The name, title and address of the representative for OEW:

Linda Brown
PO Box 1562
Lake City, Florida 32056-1562
(386) 965-2532

The name, title and address of the representative for BOCC:

Lacey Boatright
PO Box 1529
Lake City, FL 32056-1529

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned representatives agreed upon by both parties.

ON EAGLES WINGS

Authorized OEW Representative

Official Title

Date

CAREERSOURCE FLORIDA CROWN

Robert Jones

Official Title

Date

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Ronald Williams

Chairman

Date

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 18, 2019 **Meeting Date:** August 1, 2019

Name: Penny Stanley **Department:** BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

BCC Administration - Resolution No. 2019R-27 - Establishing Position and Compensation for Reserve Firefighters

2. Recommended Motion/Action:

Requesting Approval

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy

M E M O R A N D U M

TO: Columbia County Board of County Commissioners

FR: David Kraus, Assistant County Manager

DATE: July 25, 2019

RE: Resolution 2019R-27

Each year, the County approves the funding for Reservist Firefighters calculated at the rate of $10.00 per fire run. In FY 2019 the Board of County Commissioners appropriated $29,726 for the salaries and benefits for the Firefighter Reservists. This stipend for the volunteers, however, does not appear in the County's Fire Department Pay Grade Schedule. The Florida Retirement System, during an audit of our records, requested that the County adopt a resolution to affirm and establish the compensation for the reservist firefighters.

We are requesting the Columbia County Board of County Commissioners adopt Resolution 2019R-27 Establishing Position and Compensation for Reserve Firefighters.

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COLUMBIA COUNTY, FLORIDA

RESOLUTION NO. 2019R-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA ESTABLISHING POSITION AND COMPENSATION FOR RESERVE FIREFIGHTERS

WHEREAS, the Columbia County Board of County Commissioners appropriates funds in the County budget to pay reserve firefighters to respond to fire calls and establishes this compensation annually as a part of the budget; and

WHEREAS, the reservist members of the Columbia County Fire Department provide a public service to the County and its residents by volunteering their time to respond to emergencies and calls for service and these reservist members attend and participate in on-going professional training in order to be proficient in fire suppression, prevention, rescue and all other facets of emergency response with the highest measure of safety;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Columbia County, Florida does hereby affirm and establish that a reserve volunteer firefighter position will receive compensation of ten dollars ($10.00) per run for each reserve firefighter responding to such run.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Columbia County, Florida, this 1st day of August, 2019.

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: _____

(**SEAL**)

Ronald Williams, Chairman

ATTEST:

Approval as to form and correctness:

_____

P. DeWitt Cason, Clerk of Courts

_____

Joel F. Foreman, County Attorney

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 22, 2019 **Meeting Date:** August 1, 2019

Name: Penny Stanley **Department:** Bcc Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

Mr. Kasak requests approval for the contract with Service Company to be assigned to his firm. Contract is to provide public seating along County roads.

2. Recommended Motion/Action:

None

3. Fiscal impact on current budget.

This item has no effect on the current budget.

M E M O R A N D U M

TO: Columbia County Board of County Commissioners

FR: David Kraus, Assistant County Manager

DATE: July 25, 2019

RE: Request by John Kasak

Columbia County entered into a contract in August of 2014 for public benches that are placed in the County's rights-of-way. In the contract with the Kiwanis Club, Crime Stoppers of Columbia County Inc. and Metropolitan Systems, Inc., the Metropolitan Systems provides and maintains the benches at no cost to the County and sells advertising. The Kiwanis Club sponsors the benches and donates a portion of the funds to Crime Stoppers.

John Kasak is interested in assuming the contract from Metropolitan Systems and would like to continue this program. He is seeking continued County support for this program.

AGREEMENT WITH METROPOLITAN SYSTEMS, INC., CRIME STOPPERS OF COLUMBIA COUNTY, INC., AND KIWANIS CLUB OF LAKE CITY, FLORIDA, INC. FOR THE PLACEMENT OF BENCHES UPON COUNTY RIGHT-OF-WAY

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the state of Florida(herein "County"), whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055; METROPOLITAN SYSTEMS, INC., a corporation, whose mailing address is 1050 West Robinson Street, Orlando, Florida 32805, (herein "Service Company"); KIWANIS CLUB OF LAKE CITY, FLORIDA, INC. (herein "CLUBS"); and CRIME STOPPERS OF COLUMBIA COUNTY, INC. (herein "CLUBS").

RECITALS

A. It is everywhere recognized that physical rest is essential to well-being as well as welcomed by all people and the County has determined that the installation and presence of a public seating service to the unincorporated areas of the County would fulfill a collateral public transportation need and be of continuing benefit to the general traveling public and to others;

B. The County is charged with the public interest and, accordingly, as a proprietary function is desirous of having placed within its corporate areas, at points of pedestrian convenience or necessity, benches designed for comfortable seating in order that such benches may inure to the convenience and enjoyment of all;

C. Service Company is engaged in the manufacture and installation of benches that meet or exceed the County's desire to provide convenience and enjoyment to the people of Columbia County;

D. CLUBS are desirous of sponsoring or co-sponsoring as a community project for the benefit and accommodation of the general traveling public, the placement of benches at points of pedestrian convenience or necessity within the unincorporated County and, to that end, has entered into agreements with Service Company.

E. Service Company has offered to furnish benches and install them upon public areas within the unincorporated County subject to the terms, conditions and limitations of this agreement; and

F. County has determined that it is in the public interest and welfare to provide its citizens and the general public with benches for seating and comfort and is willing to grant Service Company and CLUBS the right to place benches upon public space, subject to the terms, conditions and limitations of this agreement.

NOW, THEREFORE, in consideration of the premises, and mutual covenants herein contained, Service Company, CLUBS and County agree as follows:

1. The above recitals are true and accurate and are incorporated herein and made a part of this agreement.

2. Service Company, its successors and assigns, shall install and at all times hereunder shall continue to furnish benches, as hereinafter provided, upon public space within the unincorporated County (as now constituted or hereafter enlarged) in a quantity sufficient, in the judgment of County reasonably exercised, to establish a public seating service within the County for the benefit of the general traveling public as well as for the benefit of others. The public seating service shall be without cost to County, however, in order to fund such service, Service Company, its successors and assigns, shall have the right to lease display space on said benches as hereinafter provided, for both public service and commercial messages.

3. Benches placed within the County, as herein provided, shall be governed by and subject to the following general criteria:

a. No bench shall be more than forty-three (43) inches high nor more than seventy-four (74) inches long nor more than twenty-eight (28) inches wide.

b. Construction shall be of concrete and wood or of equivalent materials.

c. Benches shall be placed at transit stops and/or at other points of pedestrian convenience or necessity and such placement shall be subject to the approval and review by the County so that no bench shall be permitted to cause a public sidewalk to be closed to pedestrian passage or to create a hazard or to otherwise be detrimental to the public safety.

d. No bench, unless otherwise authorized, may be placed so that the angle of its long diversion in relation to the curb line shall be greater than forty-five degrees (45°) and no bench, unless otherwise authorized, may be placed so that it is closer than eighteen (18) inches to the face of the curb.

e. Not more than one (1) bench displaying a commercial message or intended for the display of a commercial message shall be permitted at a particular location.

f. Display space shall be restricted to the backrest area of the bench and shall not be greater than six (6) feet in length and two (2) feet in height. No commercial message displayed thereon shall appear other than on the front or rear surface of such backrest area and no copy or designs may be of an immoral nature or otherwise violate community standards of decency. Neither may such copy or designs promote a product or service that is not lawfully available to minors unless such product or service is produced by the State. Should any message be deemed objectionable in the judgment of County reasonably exercised, then, upon notice to Service Company, such message shall forthwith be removed by Service Company.

Should any bench fail to conform to the above general criteria or should a property owner object to the presence of a bench abutting his property, then County may order Service Company to remove such bench and, that failing, may remove same at the expense of Service Company.

4. County shall reserve the right, upon notice to Service Company, to order the removal of any particular bench which County, in its judgment reasonably exercised, believes not to be located to the public benefit. Furthermore, County reserves the right to order the removal or to remove any bench found to not be in compliance with the County's Land Development Regulations or any other County ordinance, state or federal law or other regulations. Should Service Company fail to remove such bench after notice under this part, then County may remove same at the expense of Service Company.

5. At all times hereunder, the benches which are the subject of this agreement shall remain the property of Service Company and Service Company shall maintain said benches in a good and substantial state or repair. At all times hereunder the land upon which the benches are placed shall not be in the legal possession or control of Service Company, but shall only be subject to the necessary installation and maintenance of the benches.

6. Service Company shall at all times hereunder maintain public liability insurance and shall provide County with a Certificate of Insurance as evidence of same; the insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00) for individual injury and One Million Dollars ($1,000,000.00) for more than one injury resulting from one accident and One Hundred Thousand Dollars ($100,000.00) for property damage and if and when such minimum amounts become deficient, in the judgment of County reasonably exercised, then such amounts shall be appropriately

increased upon the written request of County. Further, Service Company shall indemnify and save harmless County from and against all claims, losses, and expenses, including court costs and reasonable attorney's fees, arising out of or resulting from any wrongful or negligence act on the part of Service Company, its agents, representatives and employees in the installation and maintenance of benches hereunder. County shall be named an additional insured under general public liability policies.

7. It is intended that the program for the placement and continued maintenance of benches established by this agreement be quasi-commercial in nature, accordingly, such program shall be sponsored or co-sponsored by CLUBS, however, notwithstanding anything herein to the contrary, such sponsorship shall be the CLUBS' only right and obligation hereunder. The benches shall be referred to as the "CLUBS' Benches." Should any of the CLUBS at any time and for any reason be compelled to withdraw as sponsors of the public seating service established by the acceptance of this program by County so as to leave no sponsoring organization for such program, then Service Company shall, within a reasonable time thereafter, join with another civic, service or charitable organization or organizations as sponsor of such service and County shall be notified of such sponsorship.

8. Service Company shall file with County a copy of each leases or rent agreement it enters into with any person or entity for display space on any bench and covenants with County to abide by and comply with all of the terms and conditions of all such leases or rental agreements.

9. In the event that this agreement is terminated by County because of Service Company's default, Service Company agrees to refund to each person or entity with whom Service Company has a display space lease any and all prepaid rent from and after the termination date.

10. Should Service Company be found to be in default of any of the conditions herein, it shall be given notice in writing and a reasonable time, not to exceed thirty (30) days, to correct same. In the event that Service Company should fail to correct such default within a reasonable time after receipt of notice of same, County may, at its option, terminate the rights and obligations created by the acceptance of this proposal upon the giving of ninety (90) days notice in writing to CLUBS and to Service Company. Should such termination duly occur, or should the rights and obligations to provide public seating as set forth herein cease for any other reason, then Service Company shall be allowed an additional six (6) month period to remove its benches.

11. Where notice to Service Company and/or to CLUBS is required or otherwise given pursuant to the agreement created by the acceptance of this proposal by County, it shall be in writing, sent by registered or certified mail, to the relevant principal office(s) with return receipt(s) requested.

12. It is expressly understood and agreed that the rights and obligations created by this agreement shall remain in full force and effect for a period of twelve (12) years from its effective date.

13. Should any one or more of the provisions hereof be found invalid or unenforceable by a court of competent jurisdiction then such provision or provisions shall be null and void and shall be deemed severed from the whole and such finding shall be without effect upon the remaining provisions which remaining provisions shall continue in full force and effect provided that the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties continue to be effective.

14. This agreement supersedes all prior negotiations, understandings, representations or agreements between the parties hereto, whether written or oral, with respect to the subject matter contained herein and with respect to the area intended hereunder.

15. The effective date of the agreement shall be the date it is executed by the last of County, Service Company and CLUBS. Time shall be of the essence of such agreement and the rights and privileges created under the agreement shall be exclusive. Further, such agreement may be enforced by specific performance.

16. The installation of benches at transit stops as herein provided shall be in cooperation with the transit system, if any, authorized to provide service within the County.

17. Should County desire to have transit shelters installed at designated transit stops within its corporate limits which shelters are to be funded by the display of commercial messages, CLUBS, together with Service Company, shall have the right of first refusal for the installation and operation of such shelters, together with the display space thereon.

18. In the event of default by either party under the terms of this agreement, the defaulting party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this contract, including attorneys' fees.

19. Without waiver of their respective rights as to any public records request, Service Company and CLUBS acknowledge that they may be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to retention and production of public records. Service Company, Kiwanis Club and Crime Stoppers must at all times comply with County Land Development Regulations, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate or other proper names by the persons duly authorized to sign in their behalf.

Signed, sealed and delivered
in the presence of:

Witness

(print/type name)

Witness

CAROLYN N. BAKER
(print/type name)
Witnesses as to County

(SEAL)
RONALD WILLIAMS
Chairman

ATTEST:
P. Dewitt Cason
Clerk of Court

"COUNTY"

Date executed by County: 8-13-14

APPROVED AS TO FORM AND LEGALITY:

By:
MARLIN FEAGLE, County Attorney

Signed, sealed and delivered
in the presence of:

Kathleen Watson
Witness
KATHLEEN WATSON
(print/type name)

Andrew J. Moos
Witness
Andrew J. Moos
(print/type name)
Witnesses as to Service Company

METROPOLITAN SYSTEMS, INC.

By: Andrew Alfonso
Name: ANDREW ALFONSO
Title: President

ATTEST: Ricardo Hornik
Name: Ricardo Hornik
Title: Book Keeper

"SERVICE COMPANY"

Date executed by
Service Company: 08/22/14

Signed, sealed and delivered
in the presence of:

Witness
Wesley Anderson
(print/type name)

Witness

(print/type name)
Witnesses as to Kiwanis Club

KIWANIS CLUB OF LAKE CITY,
FLORIDA, INC.

By: Sandra Swilley
Name: Sandra Swilley
Title: Secretary / Treasurer

ATTEST:
Name:
Title:

"CLUBS"

Date executed by
Kiwanis Club: 8/29/14

Signed, sealed and delivered
in the presence of:

Witness
Linda Carter
(print/type name)

Witness
Timothy J Shank
(print/type name)
Witnesses as to ~~Kiwanis Club~~
Crime Stoppers

CRIME STOPPERS OF COLUMBIA COUNTY,
INC.

By: Kayla Carbono
Name: KAYLA CARBONO
Title: Chairman

ATTEST:
Name:
Title:

"CLUBS"

Date executed by
~~Kiwanis Club~~: 8-29-14
Crime Stoppers

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 19, 2019 **Meeting Date:** August 1, 2019

Name: Penny Stanley **Department:** BCC Administration

Division Manager's Signature:

1. Nature and purpose of agenda item:

SHIP - FY 2016/2017 Annual Report, Interim Years 2017/2018 and 2018/2019 and Local Housing Incentives Certification

2. Recommended Motion/Action:

Accept the SHIP FY 2016/2017 Annual Report for Interim Years 2017/2018 and 2018/2019 and approve the Local Housing Incentives Certification

3. Fiscal impact on current budget.

This item has no effect on the current budget.

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

Administrative Office – Phone (386) 362-4115
Fax (386) 362-4078
E-Mail: mattpearson@suwanneeec.net
Website: www.srecinc.org

July 17, 2019

Mr. Ben Scott
Columbia County Manager
PO Dwr 1529
Lake City FL 32056

Dear Mr. Scott:

Enclosed please find the Columbia County SHIP Annual Report for close out fiscal year 2016 / 2017 and interim years 2017/2018 and 2018/2019 to be added to the Consent Agenda at the Board of County Commission meeting on Thursday, August 1st.

Enclosed with the Annual Report is the Certification form to be executed by the appropriate County Officials. Please return one original to us and retain the other for your records.

Should you have any questions, please give me a call.

Sincerely,

Matt Pearson
Executive Director

MP/sb

Enclosures

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of Columbia County, Florida (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2016 / 2017 and interim years 2017/18 and 2018/19.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.

Staff Member responsible for submitting annual report to FHFC: Stephanie Barrington, SREC, Inc.

Witness Signature Date	Chief Elected Official or Designee Signature Date
Witness Printed Name	Chief Elected Official or Designee Printed Name
Witness Signature Date	
Witness Printed Name	

or

ATTEST (Seal)

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

Columbia County

SHIP Annual Report

Close-out Year 2016 / 2017

Form 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	PURCHASE ASSISTANCE WITH REHAB	$324,405.61	19				
2	PURCHASE ASSISTANCE W / O REHAB	$52,408.31	3				
6	EMERGENCY REPAIR	$34,805.00	5				
	Homeownership Totals:	**$411,618.92**	**27**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
	Rental Totals:						
	Subtotals:	**$411,618.92**	**27**				

Additional Use of Funds

Use	Expended
Administrative	$44,433.80
Homeownership Counseling	$790.50
Admin From Program Income	
Admin From Disaster Funds	

Totals:	**$456,843.22**	**27**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$445,479.00
Program Income (Interest)	$2,864.22
Program Income (Payments)	$8,500.00
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	$.00
Total:	**$456,843.22**

*** Carry Forward to Next Year: $.00**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Form 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	301	353	510	667	776
VLI	468	501	602	695	776
LOW	750	803	963	1,113	1,241
MOD	1,125	1,204	1,446	1,669	1,863
Up to 140%	1,312	1,405	1,687	1,947	2,173

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$411,618.92	17.29%
Public Moneys Expended	$271,094.00	11.39%
Private Funds Expended	$1,675,755.00	70.40%
Owner Contribution	$21,969.00	.92%
Total Value of All Units	$2,380,436.92	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$411,618.92	$445,479.00	92.40%	65%
Construction / Rehabilitation	$411,618.92	$445,479.00	92.40%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	Total Available Funds % *
Extremely Low	$77,405.00	16.94%
Very Low	$59,808.31	13.09%
Low	$162,000.00	35.46%
Moderate	$112,405.61	24.60%
Over 120%-140%		.00%
Totals:	$411,618.92	90.10%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$50,000.00	2	$27,405.00	4	$77,405.00	6
Very Low	$52,408.31	2	$7,400.00	1	$59,808.31	3
Low	$162,000.00	9		0	$162,000.00	9
Moderate	$112,405.61	9		0	$112,405.61	9
Over 120%-140%		0		0	$.00	0
Totals:	$376,813.92	22	$34,805.00	5	$411,618.92	27

Form 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
PURCHASE ASSISTANCE WITH REHAB	LAKE CITY			7	5		12
PURCHASE ASSISTANCE WITH REHAB	Unincorporated	2	1	1	3		7
PURCHASE ASSISTANCE W / O REHAB	Unincorporated		1		1		2
PURCHASE ASSISTANCE W / O REHAB	LAKE CITY			1			1
EMERGENCY REPAIR	LAKE CITY	2					2
EMERGENCY REPAIR	Unincorporated	2	1				3
	Totals:	**6**	**3**	**9**	**9**		**27**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
PURCHASE ASSISTANCE WITH REHAB	LAKE CITY	3	7	2		12
PURCHASE ASSISTANCE WITH REHAB	Unincorporated	2	4		1	7
PURCHASE ASSISTANCE W / O REHAB	Unincorporated		2			2
PURCHASE ASSISTANCE W / O REHAB	LAKE CITY			1		1
EMERGENCY REPAIR	LAKE CITY			1	1	2
EMERGENCY REPAIR	Unincorporated		1	2		3
	Totals:	**5**	**14**	**6**	**2**	**27**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
PURCHASE ASSISTANCE WITH REHAB	LAKE CITY	3	7	2	12
PURCHASE ASSISTANCE WITH REHAB	Unincorporated	3	4		7
PURCHASE ASSISTANCE W / O REHAB	Unincorporated		1	1	2

PURCHASE ASSISTANCE W / O REHAB	LAKE CITY		1		1
EMERGENCY REPAIR	LAKE CITY	2			2
EMERGENCY REPAIR	Unincorporated	1	1	1	3
	Totals:	**9**	**14**	**4**	**27**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
PURCHASE ASSISTANCE WITH REHAB	LAKE CITY	7	3	2				12
PURCHASE ASSISTANCE WITH REHAB	Unincorporated	5	2					7
PURCHASE ASSISTANCE W / O REHAB	Unincorporated	2						2
PURCHASE ASSISTANCE W / O REHAB	LAKE CITY		1					1
EMERGENCY REPAIR	LAKE CITY		2					2
EMERGENCY REPAIR	Unincorporated		3					3
	Totals:	**14**	**11**	**2**				**27**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
PURCHASE ASSISTANCE WITH REHAB	LAKE CITY				0
PURCHASE ASSISTANCE WITH REHAB	Unincorporated			1	1
PURCHASE ASSISTANCE W / O REHAB	Unincorporated				0
PURCHASE ASSISTANCE W / O REHAB	LAKE CITY				0
EMERGENCY REPAIR	LAKE CITY			2	2
EMERGENCY REPAIR	Unincorporated				0
	Totals:			**3**	**3**

Form 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Adopted	1994
Ongoing review process		Required	Adopted	1994

Support Services

1. SREC, Inc. will provide a housing counselor to educate persons for the responsibility of home ownership, credit counseling, etc. in a Home Ownership course provided in conjunction with the University of Florida Extension Office.

2. The wide range of SREC, Inc. support services available to SHIP recipients include:
a. Community Services Block Grant
b. Low Income Home Emergency Assistance Program
c. Aging Programs
d. Weatherization
e. Transportation

Other Accomplishments

N/A

Availability for Public Inspection and Comments

Advertised in local newspaper with no comments received.

Life-to-Date Homeownership Default and Foreclosure

Mortgage Foreclosures

A. Very low income households in foreclosure: **2**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **5**

Foreclosed Loans Life-to-date: **7**

SHIP Program Foreclosure Percentage Rate Life to Date: **2**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0**

Strategies and Production Costs

Strategy	Average Cost
EMERGENCY REPAIR	$6,961.00
PURCHASE ASSISTANCE W/O REHAB	$17,469.44
PURCHASE ASSISTANCE WITH REHAB	$14,745.71

Expended Funds

Total Unit Count: **27** Total Expended Amount: **$411,619.00**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
PURCHASE ASSISTANCE WITH REHAB	CHELESTE BRADLEY	117 SE JEREMY PLACE	LAKE CITY	32056	$5,000.00	2014-2015
PURCHASE ASSISTANCE WITH REHAB	DENNIS DAYS	347 SE SANDIA WAY	LAKE CITY	32052	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	DANTE MARANTO	1196 SW YORKTOWN GLEN	LAKE CITY	32025	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	KIMBERLEY JONES	397 NW HILTON AVE	LAKE CITY	32055	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	VINCENT FLOURNOY	360 SE OLUSTEE AVE	LAKE CITY	32055	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	TAMIYA JONES	480 SW PUTTER GLEN	LAKE CITY	32025	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	MARTY REVIS	423 SE COUNTRY CLUB RD.	LAKE CITY	32025	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	TARA WILKINSON	155 SE ROMEO LANE	LAKE CITY	32025	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	JOY ROMANO	465 SW MCFARLANE AVE	LAKE CITY	32025	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	EULALIO CRUZ	1451 SE VALE ST.	LAKE CITY	32024	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	DNEISHA KEEL	525 SW CHRIS TER	LAKE CITY	32024	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	TIFFANY PAYNE	3663 SW WILSON SPRINGS RD	FT WHITE	32038	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	BARBARA CHAPMAN	2480 SW PINEMOUNT RD	LAKE CITY	32024	$7,000.00	
PURCHASE ASSISTANCE WITH REHAB	RICHARD RATLIFF	747 SE COUNTRY CLUB RD	LAKE CITY	32025	$18,000.00	

PURCHASE ASSISTANCE WITH REHAB	JORGE MALDONADO	1410 SW INDIAN GLEN	LAKE CITY	32025	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	MARSHA YOUNG	269 SW DAHLIA LANE	LAKE CITY	32025	$25,000.00	
PURCHASE ASSISTANCE WITH REHAB	JASON HERRINGER	119 SW QUINCY TER	LAKE CITY	32024	$12,000.00	
PURCHASE ASSISTANCE WITH REHAB	WILLIAM SECOY	256 SE PEARL TER	LAKE CITY	32025	$18,000.00	
PURCHASE ASSISTANCE WITH REHAB	CHRISTINE BOWERS	342 SW BURNETT LANE	LAKE CITY	32024	$25,000.00	
PURCHASE ASSISTANCE WITH REHAB	PATRICIA GRAFF	317 NE MOODY COURT	LAKE CITY	32055	$25,000.00	
PURCHASE ASSISTANCE WITH REHAB	JEFF LOWES	165 SE FEDORA WAY	LAKE CITY	32025	$4,405.61	2017-2018
PURCHASE ASSISTANCE WITH REHAB	FELICIA DORMINEY-WATSON	140 NW TAYLOR MAGEE PLACE	LAKE CITY	32055	$5,000.00	2018-2019
PURCHASE ASSISTANCE W/O REHAB	LISA OLIN	241 NW HARWELL COURT	LAKE CITY	32055	$22,408.31	
PURCHASE ASSISTANCE W/O REHAB	DANIELLE GARTIN	215 SW VERMONT WAY	LAKE CITY	32025	$18,000.00	
PURCHASE ASSISTANCE W/O REHAB	DAVID KIRKMAN	11524 TUSTENUGGEE AVE	FORT WHITE	32035	$12,000.00	
EMERGENCY REPAIR	ADRIAN BOATWRIGHT	508 NE DAVIS AVE	LAKE CITY	32055	$7,450.00	
EMERGENCY REPAIR	PATRICIA GRAHAM	129 NE FRIER ST	LAKE CITY	32055	$7,400.00	
EMERGENCY REPAIR	PAULINE GRIFFIN	1286 NW CR 25-A	LAKE CITY	32055	$7,300.00	
EMERGENCY REPAIR	DOLFAIR MORELAND	660 NE CONGRESS AVE	LAKE CITY	32055	$7,150.00	
EMERGENCY REPAIR	BRANDY CARTER	863 NW EARLY ST.	LAKE CITY	32055	$5,505.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
Suwannee River Economic Council, Inc.	private non-profit	All	all responsibility of SHIP administrator	$22,216.90
Local Government	County Government	All	oversight of sub-contractor	$22,216.90

Program Income

Program Income Funds	
Loan Repayment:	$8,500.00
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	$2,864.22
Total:	**$11,364.22**

Explanation of Recaptured funds

Description	Amount
N/A	
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 101,800.00

Or

Not Applicable

Form 5

Special Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
2	PURCHASE ASSISTANCE W/O REHAB	$18,000.00	1		
6	EMERGENCY REPAIR	$29,300.00	4		
1	PURCHASE ASSISTANCE WITH REHAB	$86,000.00	4		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(1) PURCHASE ASSISTANCE WITH REHAB	Receiving Social Security Disability Insurance	$68,000.00	3		
(1) PURCHASE ASSISTANCE WITH REHAB	Person with Disabling Condition (not DD)	$18,000.00	1		
(2) PURCHASE ASSISTANCE W/O REHAB	Person with Disabling Condition (not DD)	$18,000.00	1		
(6) EMERGENCY REPAIR	Receiving Social Security Disability Insurance	$22,150.00	3		
(6) EMERGENCY REPAIR	Person with Disabling Condition (not DD)	$7,150.00	1		

Provide a description of efforts to reduce homelessness:

Columbia County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28th Drive, Gainesville, FL 32609, Phone:352/792-0800, www.gracemarketplace.org

For those Columbia County residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to floridahousingsearch.org, 1-877-428-8844.

Additional assistance is provided through the Emergency Repair strategy which provides for the correction of health, safety, and building code violations in order for the resident to maintain the existing home and prevent homelessness.

Interim Year Data

SHIP Annual Report
Columbia County

Click Here for Support Contact Information

Report: 2016-2017 ▾ *(Unsubmitted)*

Save Changes

Data Input Form 1 Form 2 Form 3 Form 4 Form 5 **Interim Year Data** Review References

Interim Year 1

State Annual Distribution	350,000.00
Program Funds Expended	309,200.00
Program Funds Encumbered	17,000.00
Total Administration Funds Expended	35,000.00
Total Administration Funds Encumbered	
Homeownership Counseling	
Disaster Funds	
65% Homeownership Requirement	326,200.00
75% Construction Requirement	326,200.00
30% Very & Extremely Low Income Requirement	109,089.98
30% Low Income Requirement	173,515.63
20% Special Needs Requirement	103,905.61
Carry Forward to Next Year	

Interim Year 2

State Annual Distribution	350,000.00
Program Funds Expended	251,000.00
Program Funds Encumbered	12,945.00
Disaster Funds	

Review Report

Settings | Logout

SHIP LG User |

Florida Housing Finance Corporation EXTRANET

Account Maintenance | LG Selection | **Annual Reporting** | SHIP Contact Info | User Administration

SHIP Annual Report
Columbia County

Click Here for Support Contact Information

Report: 2016-2017 ▼ *(Unsubmitted)*

Save Changes

Data Input | Form 1 | Form 2 | Form 3 | Form 4 | Form 5 | Interim Year Data | **Review** | References

Review Status And Submit

Click here for a printer-friendly (PDF) copy of this annual report

The current status of this report is: **Unsubmitted**

No validation errors were initially detected in this annual report.

Submit This Report to FHFC

7

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 17, 2019 **Meeting Date:** August 1, 2019

Name: Liza Williams **Department:** Building And Zoning

Division Manager's Signature:

1. Nature and purpose of agenda item:

SFLP 19 13 - Special Family Lot Peter and Wanda Carpenter deeding 2.01 acres to their son, Donald Carpenter

2. Recommended Motion/Action:

Recommend approval of Special Family Lot Peter and Wanda Carpenter deeding 2.01 acres to their son, Donald Carpenter

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # SFLP	1913
Application Fee $50.00	
Receipt No.	5090
Filing Date	7-17-19
Completeness Date	7-17-19

Special Family Lot Permit Application

A. PROJECT INFORMATION

1. Title Holder's Name: Peter A. + Wanda M Carpenter
2. Address of Subject Property: 250 Tara Ct. SW Fort White
3. Parcel ID Number(s): 33-5S-16-03745-311
4. Future Land Use Map Designation: _____
5. Zoning Designation: A-3
6. Acreage of Parent Parcel: 5.01 AC
7. Acreage of Property to be Deeded to Immediate Family Member: 2 AC
8. Existing Use of Property: Ag. Residential
9. Proposed use of Property: Ag. Residential
10. Name of Immediate Family Member for which Special Family Lot is to be Granted: Donald Peter Carpenter

PLEASE NOTE: Immediate family member must be a parent, grandparent, adopted parent, stepparent, sibling, child, adopted child, stepchild, or grandchild of the person who is conveying the parcel to said individual.

B. APPLICANT INFORMATION

1. Applicant Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s): Peter A. + Wanda M. Carpenter Title: owner
   Company name (if applicable): _____
   Mailing Address: 250 Tara Ct. SW Fort White
   City: Fort White State: FL Zip: 32038
   Telephone: (352) 231-0112 Fax: (___) _____ Email: _____

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
3. If the applicant is agent for the property owner*.
   Property Owner Name (title holder): _____
   Mailing Address: _____
   City: _____ State: _____ Zip: _____
   Telephone: (___) _____ Fax: (___) _____ Email: _____

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
   ***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).

2. Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.

3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.

4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).

5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).

6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).

7. Proof of Ownership (i.e. deed).

8. Agent Authorization Form, if applicable (signed and notarized).

9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).

10. Fee. $50.00 - No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

A special family lot permit may be issued by the Board of County Commissioners on land zoned Agricultural or Environmentally Sensitive Area within these Land Development Regulations, for the purpose of conveying a lot or parcel to an immediate family member who is the parent, grandparent, adopted parent, stepparent, sibling, child, or adopted child, stepchild or grandchild of the person who conveyed the parcel to said individual, **not to exceed one (1) dwelling unit per one (1) acre** and the lot complies with all other conditions from permitting development as set forth in these Land Development Regulations. This provision is intended to promote the perpetuation of the family homestead in rural areas by making it possible for immediate family members to reside on lots as their primary residence which exceed maximum density for such areas, provided that the lot complies with the conditions for permitting established in Section 14.9 of the Land Development Regulations.

If approved by the Board of County Commissioner, the division of lots shall be recorded by separate deed, comply with all other applicable regulations of the Land Development Regulations, and comply with all other conditions for permitting and development as set forth in the Land Development Regulations. A completed building permit application shall be submitted within one (1) year of receiving approval by the Board of County Commissioners. One (1) extension can be requested in writing and approved by the Land Development Regulations Administrator not to exceed nine (9) months. If a special family lot permit expires, it shall have to go through the process again for approval as required by this section. A building permit for a special family lot shall be issued only to the immediate family member or their authorized representative (i.e. licensed building contractor or mobile home installer) after a recorded copy of the family relationship residence agreement affidavit and deed to the special family lot has been submitted to the Land Development Regulation Administrator as part of the building permit application process.

Special family lots which have not met the requirements for homestead exemption shall not be transferable except, as follows:

1. The deeding of the parcel back to the original owner of the parent tract as indicated in Section 14.9 of the Land Development Regulations;
2. To another individual meeting the definition of immediate family member:
3. To an individual not meeting the definition of immediate family member due to circumstances beyond the reasonable control of the family member to whom the original special family lot permit was granted such as divorce, death or job change resulting in unreasonable commuting distances, the immediate family member is no longer able to retain ownership of the special family lot, subject to approval by the original reviewing body t hat approved the special family lot permit; and
4. Upon approval of the transfer of the special family lot, the County will issue a Certificate of Transfer and the owner shall record the certificate in the Public Records in the Clerk of the Courts Office. This process shall apply retroactively to special family lots previously created under the Land Development Regulations.

Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

Upon the applicant obtaining a Certificate of Occupancy, the applicant must file for Homestead Exemption. Homestead Exemptions can be filed each year with the Columbia County Property Appraiser's Office from January 1 to March 31.

Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Peter A. Carpenter

Applicant/Agent Name (Type or Print)

Applicant/Agent Signature

7/17/19

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, Peter Carpenter the Owner of the parent parcel which has been subdivided for and Donald Carpenter, the Immediate Family Member of the Owner, which is intended for the Immediate Family Members primary residence use. The Immediate Family Member is related to the Owner as Son. Both individuals being first duly sworn according to law, depose and say:

1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.

2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.

3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. 33-5S-16-03745-311

4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel
No. _____.

5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.

6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).

7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

We Hereby Certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with it.

Owner

Peter Carpenter
Typed or Printed Name

Immediate Family Member

Donald Carpenter
Typed or Printed Name

Subscribed and sworn to (or affirmed) before me this 17th day of July, 2019, by Peter Allen Carpenter (Owner) who is personally known to me or has produced FL Driver License as identification.

Notary Public

DONNA L. KENNON
Commission # GG 073899
Expires February 16, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Subscribed and sworn to (or affirmed) before me this 17th day of July, 2019, by Donald P. Carpenter (Family Member) who is personally known to me or has produced FL Driver License as identification.

Notary Public

DONNA L. KENNON
Commission # GG 073899
Expires February 16, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

WARRANTY DEED

This Warranty Deed made and executed the 16th day of November A.D. 2010, by **SUBRANDY LIMITED PARTNERSHIP,** a Florida limited partnership, hereinafter called the grantor, to **PETER A. CARPENTER AND WANDA M. CARPENTER, HIS WIFE,** Whose post office address is 3185 Lower River Road, Georgetown, TN 37336, hereinafter called the grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth: That the grantor, for the consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz

LOT 11, Sunview Estates Addition, a subdivision as recorded in Plat Book 7, Page 107, Columbia County, Florida, subject to Restrictions recorded in O.R. Book 959, Pages 1866-1867, Columbia County, Florida, and subject to Power Line Easement.

Together with all the tenements, hereditaments and appurtenances thereto belong or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple: that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2010.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: Nanci Brinkley

Witness: Shirley Hitson

Bradley N. Dicks, L.S.
Bradley N. Dicks, General Partner
Subrandy Limited Partnership

Inst 201012018489 Date 11/16/2010 Time 2:51 PM
DC Stamp-Deed 150.50
DC,P DeWitt Cason,Columbia County Page 1 of 1 B 1204 P 2698

State of Florida
County of Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bradley N. Dicks, who is personally known to me to be the person described in and who executed the foregoing instrument, who was not required to furnish identification, and he acknowledged before me that he executed the same and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of November, A.D. 2010

Notary Public, State of Florida

This instrument prepared by: Bradley N. Dicks
Address: P.O. Box 513 Lake City, FL 32056

NANCI L. BRINKLEY
MY COMMISSION # DD 932450
EXPIRES: December 26, 2013
Bonded Thru Notary Public Underwriters

Columbia County Tax Collector

generated on 7/17/2019 3:24:27 PM EDT

Tax Record

Last Update: 7/17/2019 3:23:36 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
R03745-311	REAL ESTATE	2018

Mailing Address
CARPENTER PETER A & WANDA M
250 SW TARA CT
FT WHITE FL 32038

Property Address
250 TARA SW FORT WHITE

GEO Number
335S16-03745-311

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
H3 19146
HX 25000

Millage Code
003

Escrow Code

Legal Description (click for full description)
33-5S-16 0200/02005.01 Acres LOT 11 SUNVIEW ESTATES ADD S/D ORB 1037-2228, CT 1161-1828 WD 1204-2698

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	69,146	44,146	$25,000	$200.38
COLUMBIA COUNTY SCHOOL BOARD DISCRETIONARY	0.7480	69,146	25,000	$44,146	$33.02
LOCAL	4.2010	69,146	25,000	$44,146	$185.46
CAPITAL OUTLAY	1.5000	69,146	25,000	$44,146	$66.22
SUWANNEE RIVER WATER MGT DIST	0.3948	69,146	44,146	$25,000	$9.87
LAKE SHORE HOSPITAL AUTHORITY	0.9620	69,146	44,146	$25,000	$24.05

Total Millage	15.8208	Total Taxes	$519.00

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
FFIR	FIRE ASSESSMENTS	$219.98
GGAR	SOLID WASTE - ANNUAL	$193.00

Total Assessments	$412.98
Taxes & Assessments	$931.98

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/28/2018	PAYMENT	2701792.0001	2018	$894.70

Prior Years Payment History

Prior Year Taxes Due
NO DELINQUENT TAXES

Columbia County Property Appraiser

Jeff Hampton

2018 Tax Roll Year
updated: 6/25/2019

Parcel: << **33-5S-16-03745-311** >>

Aerial Viewer | Pictometery | Google Maps

2019 | 2016 | 2013 | 2010 | 2007 | 2005 | Sales

Owner & Property Info

Result: 1 of 1

Owner	CARPENTER PETER A & WANDA M 250 SW TARA CT FT WHITE, FL 32038		
Site	250 TARA CT, FORT WHITE		
Description*	LOT 11 SUNVIEW ESTATES ADD S/D ORB 1037-2228, CT 1161-1828 WD 1204-2698		
Area	5.01 AC	S/T/R	33-5S-16
Use Code**	MOBILE HOM (000200)	Tax District	3

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2018 Certified Values		2019 Working Values	
Mkt Land (2)	$29,000	Mkt Land (2)	$30,250
Ag Land (0)	$0	Ag Land (0)	$0
Building (1)	$25,186	Building (1)	$28,639
XFOB (3)	$14,960	XFOB (3)	$11,072
Just	$69,146	Just	$69,961
Class	$0	Class	$0
Appraised	$69,146	Appraised	$69,961
SOH Cap [?]	$0	SOH Cap [?]	$0
Assessed	$69,146	Assessed	$69,961
Exempt	HX H3 $44,146	Exempt	HX H3 $44,961
Total Taxable	county:$25,000 city:$25,000 other:$25,000 school:$44,146	Total Taxable	county:$25,000 city:$25,000 other:$25,000 school:$44,961

Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
11/16/2010	$21,500	1204/2698	WD	V	V	37
10/22/2008	$100	1161/1828	CT	V	U	01
6/9/2003	$28,500	1037/2228	AG	V	Q	

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
Sketch	1	SFR MANUF (000200)	2008	960	960	$28,639

*Bldg Desc determinations are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
0296	SHED METAL	2011	$9,072.00	1440.000	24 x 60 x 0	(000.00)
0060	CARPORT F	2014	$1,200.00	1.000	0 x 0 x 0	(000.00)
0070	CARPORT UF	2014	$800.00	1.000	0 x 0 x 0	(000.00)

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value

000200	MBL HM (MKT)	1.000 LT - (5.010 AC)	1.00/1.00 1.00/1.00	$27,000	$27,000
009945	WELL/SEPT (MKT)	1.000 UT - (0.000 AC)	1.00/1.00 1.00/1.00	$3,250	$3,250

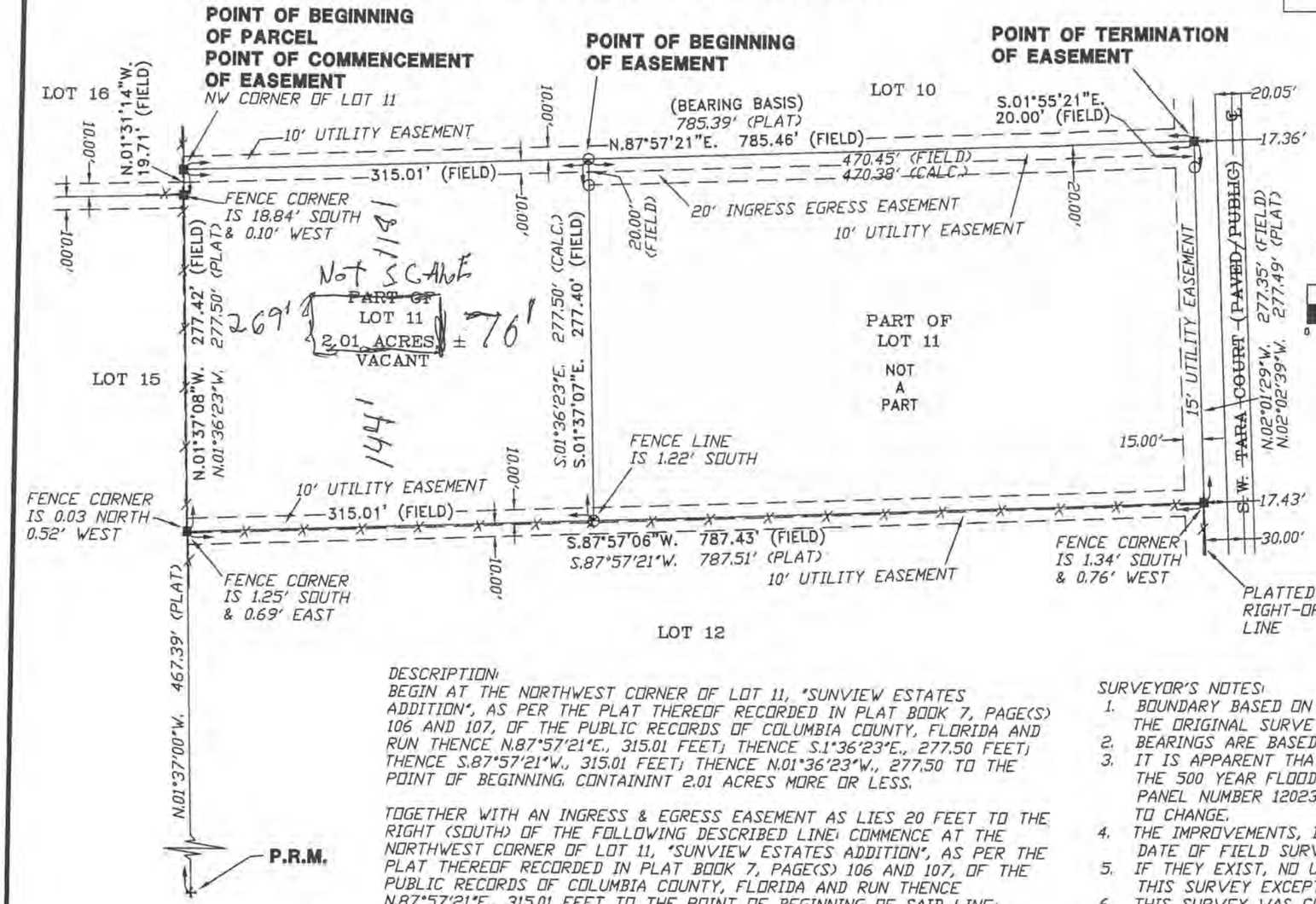
Search Result: 1 of 1

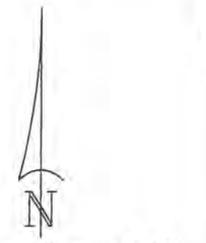
DESCRIPTION:
BEGIN AT THE NORTHWEST CORNER OF LOT 11, "SUNVIEW ESTATES ADDITION", AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 106 AND 107, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN THENCE N.87°57'21"E., 315.01 FEET; THENCE S.1°36'23"E., 277.50 FEET; THENCE S.87°57'21"W., 315.01 FEET; THENCE N.01°36'23"W., 277.50 TO THE POINT OF BEGINNING. CONTAININT 2.01 ACRES MORE OR LESS.

TOGETHER WITH AN INGRESS & EGRESS EASEMENT AS LIES 20 FEET TO THE RIGHT (SOUTH) OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHWEST CORNER OF LOT 11, "SUNVIEW ESTATES ADDITION", AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 106 AND 107, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN THENCE N.87°57'21"E., 315.01 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE CONTINUE N.87°57'21"E., 470.38 FEET TO THE NE CORNER OF SAID LOT 11, ALSO BEING ON THE WEST PLATTED RIGHT-OF-WAY LINE OF SW TARA COURT AND TO THE POINT OF TERMINATION OF SAID LINE. SAID EASEMENT IS TO EXTEND OR CONTRACT AS NEEDED TO CREATE THE BOUNDARIES THEREOF.

BOUNDARY SURVEY IN SECTION 33, TOWNSHIP 5 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.

NOTE: ALL PROPERTY CORNERS LOCATED ARE IDENTIFIED AS L.S. BRITT, P.L.S. 5757.





SYMBOL LEGEND:

■	4"X4" CONCRETE MONUMENT FOUND
□	4"X4" CONCRETE MONUMENT SET
●	IRON PIPE FOUND
○	IRON PIN AND CAP SET
×	"X" CUT IN PAVEMENT
+	CALCULATED PROPERTY CORNER
⊙	NAIL & DISK
⊕	POWER POLE
✦	SIGN POST
▲	WATER METER
⊙	UTILITY BOX
✱	WELL
Ⓐ	SANITARY MANHOLE
℄	CENTERLINE
—·—	SECTION LINE
—E—	ELECTRIC LINES
—x—	WIRE FENCE
—o—	CHAIN LINK FENCE
—□—	WOODEN FENCE
(PLAT)	AS PER A PLAT OF RECORD
(DEED)	AS PER A DEED OF RECORD
(CALC.)	AS PER CALCULATIONS
(FIELD)	AS PER FIELD MEASUREMENTS
P.R.M.	PERMANENT REFERENCE MARKER
P.C.P.	PERMANENT CONTROL POINT

DESCRIPTION:
BEGIN AT THE NORTHWEST CORNER OF LOT 11, "SUNVIEW ESTATES ADDITION", AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 106 AND 107, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN THENCE N.87°57'21"E., 315.01 FEET; THENCE S.1°36'23"E., 277.50 FEET; THENCE S.87°57'21"W., 315.01 FEET; THENCE N.01°36'23"W., 277.50 TO THE POINT OF BEGINNING. CONTAININT 2.01 ACRES MORE OR LESS.

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SURVEYOR'S NOTES:
1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
2. BEARINGS ARE BASED ON SAID PLAT OF RECORD AND THE BEARING BASIS SHOWN HEREON.
3. IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NUMBER 12023C0390C. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

CERTIFIED TO:

DONALD CARPENTER

FIELD BOOK: 303 PAGE(S): 07

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

07/15/2019 FIELD SURVEY DATE

07/15/2019 DRAWING DATE

L. SCOTT BRITT, P.S.M. CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRITT SURVEYING & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
830 WEST DUVAL STREET LAKE CITY, FLORIDA 32055
(386)752-7163 FAX (386)752-5573

WORK ORDER # L-**25932**

8

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 23, 2019 **Meeting Date:** August 1, 2019

Name: Liza Williams **Department:** Building And Zoning

Division Manager's Signature:

1. Nature and purpose of agenda item:

SFLP 19 15 - Special Family Lot for Kyler Burk, son of Donald and Denise Burk

2. Recommended Motion/Action:

Approve SFLP 19 15

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Columbia County Gateway to Florida

FOR PLANNING USE ONLY	
Application # SFLP	19 15
Application Fee $50.00	
Receipt No.	5097
Filing Date	7-22-19
Completeness Date	

Special Family Lot Permit Application

A. PROJECT INFORMATION

1. Title Holder's Name: Donald A Burk and Denise R. Burk
2. Address of Subject Property: TBD SW Rock Way, Ft White, FL 32038
3. Parcel ID Number(s): 07-7S-17-09931-002
4. Future Land Use Map Designation: As
5. Zoning Designation: A-3
6. Acreage of Parent Parcel: 10.75 acres
7. Acreage of Property to be Deeded to Immediate Family Member: 2.2 acres
8. Existing Use of Property: Vacant at present time
9. Proposed use of Property: Site built home on parent and gifted property
10. Name of Immediate Family Member for which Special Family Lot is to be Granted: Kyler J. Burk

PLEASE NOTE: Immediate family member must be a parent, grandparent, adopted parent, stepparent, sibling, child, adopted child, stepchild, or grandchild of the person who is conveying the parcel to said individual.

B. APPLICANT INFORMATION

1. Applicant Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s): Donald A + Denise R Burk Title: Me + Mrs
   Company name (if applicable):
   Mailing Address: 200 SW Woodview Way
   City: Lake City State: FL Zip: 32024
   Telephone: (386) 752-9024 Fax: ( ) Email: ddburk@yahoo.com

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
3. If the applicant is agent for the property owner*.
   Property Owner Name (title holder):
   Mailing Address:
   City: State: Zip:
   Telephone: ( ) Fax: ( ) Email:

   PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.
   ***Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

C. ATTACHMENT/SUBMITTAL REQUIREMENTS

1. Map, Drawing, or Sketch of Parent Parcel Showing the Location of the Proposed Lot being Deeded to Immediate Family Member with Appropriate Dimensions (Must be a Minimum of One Acre).

✓ 2. Personal Identification and Proof of Relationship, to Establish the Required Immediate Family Member Status, of both the Parent Parcel Owner and the Immediate Family Member. The Personal Identification Shall Consist of Original Documents or Notarized Copies from Public Records. Such Documents may include Birth Certificates, Adoption Records, Marriage Certificates, and/or Other Public Records.

✓ 3. Family Relationship Residence Agreement Affidavit is Required Stating that the Special Family Lot is being Created as a Homestead by the Immediate Family Member, that the Immediate Family Member shall obtain Homestead Exemption on the Lot. This Affidavit shall be Recorded in the Clerk of Courts Office.

4. Legal Description of Parent Parcel with Acreage (In Microsoft Word Format).

5. Legal Description of Property to be Deeded to Immediate Family Member with Acreage (In Microsoft Word Format).

6. Legal Description of Parent Parcel with Immediate Family Member Lot Removed with Acreage (In Microsoft Word Format).

✓ 7. Proof of Ownership (i.e. deed).

~~8.~~ Agent Authorization Form, if applicable (signed and notarized). N/A

9. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector's Office).

10. Fee. $50.00 - No application shall be accepted or processed until the required application fee has been paid.

NOTICE TO APPLICANT

A special family lot permit may be issued by the Board of County Commissioners on land zoned Agricultural or Environmentally Sensitive Area within these Land Development Regulations, for the purpose of conveying a lot or parcel to an immediate family member who is the parent, grandparent, adopted parent, stepparent, sibling, child, or adopted child, stepchild or grandchild of the person who conveyed the parcel to said individual, **not to exceed one (1) dwelling unit per one (1) acre** and the lot complies with all other conditions from permitting development as set forth in these Land Development Regulations. This provision is intended to promote the perpetuation of the family homestead in rural areas by making it possible for immediate family members to reside on lots as their primary residence which exceed maximum density for such areas, provided that the lot complies with the conditions for permitting established in Section 14.9 of the Land Development Regulations.

If approved by the Board of County Commissioner, the division of lots shall be recorded by separate deed, comply with all other applicable regulations of the Land Development Regulations, and comply with all other conditions for permitting and development as set forth in the Land Development Regulations. A completed building permit application shall be submitted within one (1) year of receiving approval by the Board of County Commissioners. One (1) extension can be requested in writing and approved by the Land Development Regulations Administrator not to exceed nine (9) months. If a special family lot permit expires, it shall have to go through the process again for approval as required by this section. A building permit for a special family lot shall be issued only to the immediate family member or their authorized representative (i.e. licensed building contractor or mobile home installer) after a recorded copy of the family relationship residence agreement affidavit and deed to the special family lot has been submitted to the Land Development Regulation Administrator as part of the building permit application process.

Special family lots which have not met the requirements for homestead exemption shall not be transferable except, as follows:

1. The deeding of the parcel back to the original owner of the parent tract as indicated in Section 14.9 of the Land Development Regulations;
2. To another individual meeting the definition of immediate family member:
3. To an individual not meeting the definition of immediate family member due to circumstances beyond the reasonable control of the family member to whom the original special family lot permit was granted such as divorce, death or job change resulting in unreasonable commuting distances, the immediate family member is no longer able to retain ownership of the special family lot, subject to approval by the original reviewing body t hat approved the special family lot permit; and
4. Upon approval of the transfer of the special family lot, the County will issue a Certificate of Transfer and the owner shall record the certificate in the Public Records in the Clerk of the Courts Office. This process shall apply retroactively to special family lots previously created under the Land Development Regulations.

Any decision made by the Board of County Commissioners is subject to a 30 day appeal period as outlined in Article 12 of the Land Development Regulations. Any action taken by the applicant within the 30 day appeal period is at the applicant's risk. No Certificate of Occupancy shall be issued until the 30 day appeal period is over or until any appeal has been settled.

Upon the applicant obtaining a Certificate of Occupancy, the applicant must file for Homestead Exemption. Homestead Exemptions can be filed each year with the Columbia County Property Appraiser's Office from January 1 to March 31.

Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing. If an application is deemed to be incomplete, it may cause a delay in the scheduling of the application before the Planning & Zoning Board.

THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Denise R. Burk
DONALD A BURK

Applicant/Agent Name (Type or Print)

Denise R Burk
DONALD

Applicant/Agent Signature

July 19, 2019

Date

FAMILY RELATIONSHIP AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLUMBIA

BEFORE ME the undersigned Notary Public personally appeared, DONALD A BURK + DENISE R BURK the Owner of the parent parcel which has been subdivided for and KYLER J BURK, the Immediate Family Member of the Owner, which is intended for the Immediate Family Members primary residence use. The Immediate Family Member is related to the Owner as Child (Son). Both individuals being first duly sworn according to law, depose and say:

1. Affiant acknowledges Immediate Family Member is defined as parent, grandparent, step-parent, adopted parent, sibling, child, step-child, adopted child or grandchild.

2. Both the Owner and the Immediate Family Member have personal knowledge of all matters set forth in this Affidavit.

3. The Owner holds fee simple title to certain real property situated in Columbia County, and more particularly described by reference with the Columbia County Property Appraiser Parent Tract Tax Parcel No. 07-7S-17-09931-002.

4. The Immediate Family Member holds fee simple title to certain real property divided from the Owners' parent parcel situated in Columbia County and more particularly described by reference to the Columbia County Property Appraiser Tax Parcel
No. _____.

5. No person or entity other than the Owner and Immediate Family Member to whom permit is being issued, including persons residing with the family member claims or is presently entitled to the right of possession or is in possession of the property, and there are no tenancies, leases or other occupancies that affect the property.

6. This Affidavit is made for the specific purpose of inducing Columbia County to recognize a family division for an Immediate Family Member being in compliance with the density requirements of the Columbia County's Comprehensive Plan and Land Development Regulations (LDR's).

7. This Affidavit and Agreement is made and given by Affiants with full knowledge that the facts contained herein are accurate and complete, and with full knowledge that the penalties under Florida law for perjury include conviction of a felony of the third degree.

We Hereby Certify that the facts represented by us in this Affidavit are true and correct and we accept the terms of the Agreement and agree to comply with it.

DONALD A. BURK
DENISE R. BURK
Owner

Immediate Family Member

Typed or Printed Name

KYLER J. BURK
Typed or Printed Name

Subscribed and sworn to (or affirmed) before me this 9th day of July, 2019, by Donald A Burk (Owner) who is personally known to me or has produced _____ as identification.

Notary Public

DONNA L. KENNON
Commission # GG 073899
Expires February 16, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Subscribed and sworn to (or affirmed) before me this 19th day of July, 2019, by Denise R Burk (Family Member) who is personally known to me or has produced _____ as identification.

Notary Public

DONNA L. KENNON
Commission # GG 073899
Expires February 16, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

APPROVED:
COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Original Legal description:

THE EAST ½ OF THE SOUTH 713.00 FEET OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SUBJECT TO A ROAD EASEMENT OVER AND ACROSS THE NORTH 25.00 FEET THEROF.

ALSO:

A PART OF THE EAST ½ OF THE NW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE EAST ½ OF SAID NW ¼ AND RUN N 02 DEGREES 14' 14" W, ALONG THE WEST LINE OF THE EAST ½ OF SAID NW ¼ A DISTANCE OF 713.00 FEET: THENCE N 88 DEGREES 08'31" E, A DISTANCE OF 99.93 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF A ROCK ROAD; THENCE S 00 DEGREES 15'14" E, ALONG SAID ROAD A DISTANCE OF 713.18 FEET TO THE SOUTH LINE OF SAID NW ¼; THENCE S 88 DEGREES 08'42" W, A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER AND ACROSS THE NORTH 25.00 FEET THEREOF.

Legal description of property to be deeded to family member:

COMMENCE AT THE SW CORNER OF THE EAST ½ OF NW ¼ OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA; THENCE RUN S 88 DEGREES 02'O4" W, 308.62 FEET; THENCE N 01 DEGREES 50'14" W, 250.00 FEET; THENCE N 88 DEGREES 04'20"E, 391.74 FEET; THENCE S 00 DEGREES 06'07"E, 250.00 FEET; THENCE S 88 DEGREES 07'46" W, 75.30 FEET. CONTAINING 2.23 ACRES MORE OR LESS.

Inst. Number: 201912012993 Book: 1386 Page: 539 Page 1 of 2 Date: 6/10/2019 Time: 10:51 AM
P.DeWitt Cason Clerk of Courts, Columbia County, Florida Doc Deed: 402.50 Doc Mort: 0.00 Int Tax: 0.00

Prepared by and return to:
Crystal Curran
Alachua Title Services, LLC
16407 Northwest 174th Drive Suite C
Alachua, FL 32615
(386) 418-8183
File No 19-154
Parcel Identification No 07-7S-17-09931-002

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 4th day of June, 2019 between **Frederick E. Miller,** whose post office address is **P.O. Box 700876, Wabasso, FL 32970-0876,** of the County of , State of Florida, Grantor, to **Donald A. Burk and Denise R. Burk, husband and wife,** whose post office address is **200 Southwest Woodview Way, Lake City, FL 32024,** of the County of Columbia, State of Florida, Grantees:

Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

THE EAST 1/2 OF THE SOUTH 713.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SUBJECT TO A ROAD EASEMENT OVER AND ACROSS THE NORTH 25.00 FEET THEREOF.

ALSO:

A PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE EAST 1/2 OF SAID NW 1/4 AND RUN N 02 DEGREES 14'14" W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4 A DISTANCE OF 713.00 FEET; THENCE N 88 DEGREES 08'31" E, A DISTANCE OF 99.93 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF A ROCK ROAD; THENCE S 00 DEGREES 15'14" E, ALONG SAID ROAD A DISTANCE OF 713.18 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S 88 DEGREES 08'42" W, A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE NORTH 25.0 FEET THEREOF.

Grantor, Frederick E. Miller, warrants that this is not his homestead property nor is it contiguous to his homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2019 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Eric C. Barkett
WITNESS Eric C. Barkett

Frederick E. Miller
Frederick E. Miller

Jennifer M. Long
WITNESS Jennifer M. Long

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 4th day of June, 2019, by Frederick E. Miller.

Eric C Barkett
Signature of Notary Public
Print, Type/Stamp Name of Notary

ERIC C. BARKETT
Notary Public - State of Florida
Commission # GG 214394
My Comm. Expires Jul 20, 2022
Bonded through National Notary Assn.

Personally Known:_____ OR Produced Identification: X
Type of Identification
Produced: FL Drivers License

Prepared by and return to:
Crystal Curran
Alachua Title Services, LLC
16407 Northwest 174th Drive Suite C
Alachua, FL 32615
(386) 418-8183
File No 19-154
Parcel Identification No 07-7S-17-09931-002

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(STATUTORY FORM – SECTION 689.02, F.S.)

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Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantees, and Grantees' heirs and assigns forever, the following described land, situate, lying and being in Columbia, Florida, to-wit:

THE EAST 1/2 OF THE SOUTH 713.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SUBJECT TO A ROAD EASEMENT OVER AND ACROSS THE NORTH 25.00 FEET THEREOF.

ALSO:

A PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE EAST 1/2 OF SAID NW 1/4 AND RUN N 02 DEGREES 14'14" W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4 A DISTANCE OF 713.00 FEET; THENCE N 88 DEGREES 08'31" E, A DISTANCE OF 99.93 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF A ROCK ROAD; THENCE S 00 DEGREES 15'14" E, ALONG SAID ROAD A DISTANCE OF 713.18 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S 88 DEGREES 08'42" W, A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE NORTH 25.0 FEET THEREOF.

Grantor, Frederick E. Miller, warrants that this is not his homestead property nor is it contiguous to his homestead property.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2019 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with the Grantees that the Grantor is lawfully seized of said land in fee simple, that Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Inst. Number: 201912012992 Book: 1386 Page: 538 Page 1 of 1 Date: 6/10/2019 Time: 10:51 AM
P.DeWitt Cason Clerk of Courts, Columbia County, Florida Doc Deed: 0.00 Doc Mort: 0.00 Int Tax: 0.00

SURVEYOR'S AFFIDAVIT

Before me, the undersigned authority, personally appeared SCOTT L. BRITT ("Affiant"), who being by me first duly sworn on oath, deposes and says that:

1. **SCOTT L. BRITT** ("SURVEYOR"), of the following described property for **Frederick E. Miller** ("Seller"), to wit:

THE EAST 1/2 OF THE SOUTH 713.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SUBJECT TO A ROAD EASEMENT OVER AND ACROSS THE NORTH 25.00 FEET THEREOF.

ALSO:

A PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE EAST 1/2 OF SAID NW 1/4 AND RUN N 02 DEGREES 14'14" W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4 A DISTANCE OF 713.00 FEET; THENCE N 88 DEGREES 08'31" E, A DISTANCE OF 99.93 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF A ROCK ROAD; THENCE S 00 DEGREES 15'14" E. ALONG SAID ROAD A DISTANCE OF 713.18 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S 88 DEGREES 08'42" W, A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE NORTH 25.0 FEET THEREOF.

2. Affiant states that the correct call for the West line of the East 1/2 of NW 1/4 of Section 7, Township 7 South, Range 17 East, from the SW corner of the East 1/2 of NW 1/4 of said Section is N 2 degrees, 14'14" W.

3. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Alachua Title Services, LLC** and **Fidelity National Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

~~Scott L. Britt~~
L. SCOTT BRITT

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 4th day of June, 2019, by SCOTT L. BRITT.

Signature of Notary Public
Print, Type/Stamp Name of Notary

LINDA D. VANDEVOREN
MY COMMISSION # GG 021231
EXPIRES: August 15, 2020
Bonded Thru Notary Public Underwriters

Personally Known: ____ OR Produced Identification: ____
Type of Identification
Produced: ____

Columbia County Tax Collector

generated on 7/19/2019 9:52:23 PM EDT

Tax Record

Last Update: 7/19/2019 9:51:31 PM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such

Account Number	Tax Type	Tax Year
R09931-002	REAL ESTATE	2018

Mailing Address
MILLER FREDERICK E
P O BOX 700876
WABASSO FL 32970-0876

Property Address

GEO Number
077S17-09931-002

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
NO EXEMPTIONS

Millage Code
003

Escrow Code

Legal Description (click for full description)
07-7S-17 0000/000010.75 Acres E1/2 OF THE S 713 FT OF W1/2 OF NW1/4 & BEG AT SW COR OF E1/2 OF NW1/4, RUN N 713 FT, E 99.93 FT TO W R/W OF COUNTY MAINTAINED RD, S ALONG R/W 713.18 FT, W 75.30 FT TO POB ORB 1044-2397, WD 1185-1293, WD 1342-917,

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	8.0150	38,370	0	$38,370	$307.54
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	38,370	0	$38,370	$28.70
LOCAL	4.2010	38,370	0	$38,370	$161.19
CAPITAL OUTLAY	1.5000	38,370	0	$38,370	$57.56
SUWANNEE RIVER WATER MGT DIST	0.3948	38,370	0	$38,370	$15.15
LAKE SHORE HOSPITAL AUTHORITY	0.9620	38,370	0	$38,370	$36.91
Total Millage	15.8208	Total Taxes			$607.05

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
FFIR	FIRE ASSESSMENTS	$60.78
	Total Assessments	$60.78
	Taxes & Assessments	$667.83

If Paid By	Amount Due
	$0.00

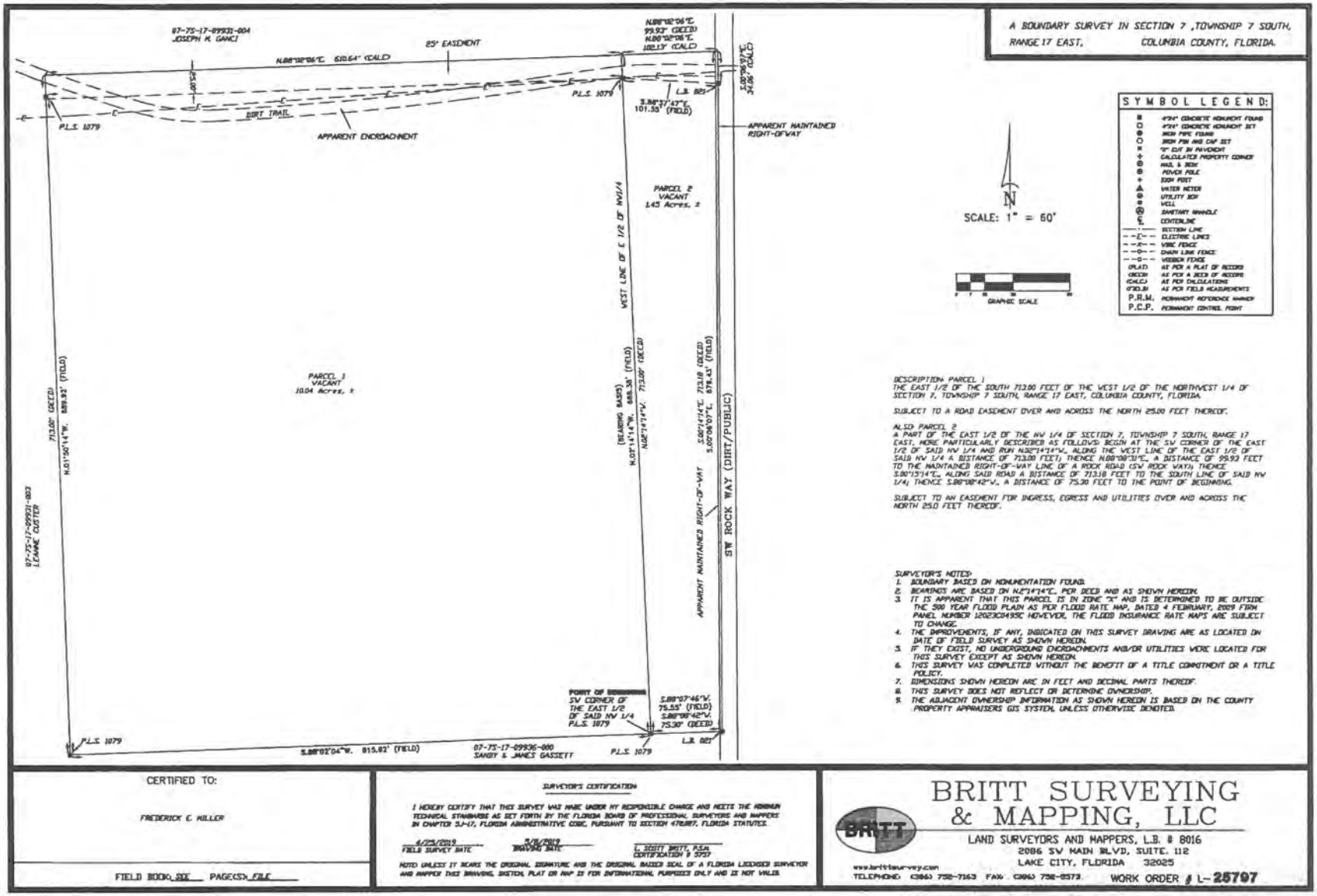
Date Paid	Transaction	Receipt	Item	Amount Paid
11/20/2018	PAYMENT	2701179.0001	2018	$641.12

Prior Years Payment History

Prior Year Taxes Due

NO DELINQUENT TAXES

PARENT PARCEL



DESCRIPTION: PARCEL 1
THE EAST 1/2 OF THE SOUTH 713.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SUBJECT TO A ROAD EASEMENT OVER AND ACROSS THE NORTH 25.00 FEET THEREOF.

ALSO: PARCEL 2
A PART OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SW CORNER OF THE EAST 1/2 OF SAID NW 1/4 AND RUN N.02°14'14"W., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID NW 1/4 A DISTANCE OF 713.00 FEET; THENCE N.88°08'31"E., A DISTANCE OF 99.93 FEET TO THE MAINTAINED RIGHT-OF-WAY LINE OF A ROCK ROAD (SW ROCK WAY); THENCE S.00°13'14"E., ALONG SAID ROAD A DISTANCE OF 713.18 FEET TO THE SOUTH LINE OF SAID NW 1/4; THENCE S.88°08'42"W., A DISTANCE OF 75.30 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE NORTH 25.0 FEET THEREOF.

SURVEYOR'S NOTES:
1. BOUNDARY BASED ON MONUMENTATION FOUND.
2. BEARINGS ARE BASED ON N.2°14'14"E., PER DEED AND AS SHOWN HEREON.
3. IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NUMBER 12023C0495C HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

CERTIFIED TO:

FREDERICK C. MILLER

FIELD BOOK: SEE PAGE(S): FILE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/25/2019 FIELD SURVEY DATE

5/8/2019 DRAWING DATE

L. SCOTT BRITT, P.S.M. CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRITT SURVEYING & MAPPING, LLC
LAND SURVEYORS AND MAPPERS, L.B. # 8016
2086 SW MAIN BLVD, SUITE. 112
LAKE CITY, FLORIDA 32025
www.brittsurvey.com
TELEPHONE: (386) 752-7163 FAX: (386) 752-0573

WORK ORDER # L-25797

B. Cert.
R.B.D.

CAUTION - It is an offence to falsify a certificate or to make or knowingly use a false certificate or a copy of a false certificate intending it to be accepted as genuine to the prejudice of any person, or to possess a certificate knowing it to be false without lawful authority.

CERTIFIED COPY OF AN ENTRY
Pursuant to the Births and Deaths Registration Act 1953

NHS Number IWB95K171	**BIRTH**		Entry Number 171
Registration district Bury St Edmunds Sub-district Bury St Edmunds		Administrative area County of Suffolk	
1. Date and place of birth Eighth March 1995 USAF Hospital RAF Lakenheath	**CHILD**		
2. Name and surname Kyler James BURK			3. Sex Male
4. Name and surname Donald Albert BURK	**FATHER**		
5. Place of birth United States of America			
6. Occupation 377-66-8472 Master Sergeant United States Air Force			
7. Name and surname Denise Danielle Ratcliff BURK	**MOTHER**		
8. Place of birth United States of America			
9. (a) Maiden surname RATCLIFF		9. (b) Surname at marriage if different from maiden surname _____	
10. Usual address (if different from place of child's birth) 3 Caudle Avenue, Lakenheath, Brandon, Suffolk			
INFORMANT			
11. Name and surname (if not the mother or father) _____		12. Qualification Father	
13. Usual address (if different from that in 10 above) _____			
14. I certify that the particulars entered above are true to the best of my knowledge and belief Donald A Burk			Signature of informant
15. Date of registration Twenty-fourth March 1995		16. Signature of registrar A J Paterson Registrar	
17. *Name given after registration and surname _____			

* See note overleaf

Certified to be a true copy of an entry in a register in my custody

A Paterson ..... Registrar

24th March 1995 ..... Date

A SKETCH OF DESCRIPTION IN SECTION 7 ,TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

SCALE: 1" = 60'

GRAPHIC SCALE

SYMBOL LEGEND:

■	4"X4" CONCRETE MONUMENT FOUND
□	4"X4" CONCRETE MONUMENT SET
●	IRON PIPE FOUND
○	IRON PIN AND CAP SET
×	"X" CUT IN PAVEMENT
+	CALCULATED PROPERTY CORNER
⊙	NAIL & DISK
⊛	POWER POLE
+	SIGN POST
▲	WATER METER
⊙	UTILITY BOX
✻	WELL
Ⓢ	SANITARY MANHOLE
℄	CENTERLINE
—·—	SECTION LINE
--E--	ELECTRIC LINES
--x--	WIRE FENCE
--o--	CHAIN LINK FENCE
--□--	WOODEN FENCE
(PLAT)	AS PER A PLAT OF RECORD
(DEED)	AS PER A DEED OF RECORD
(CALC)	AS PER CALCULATIONS
(FIELD)	AS PER FIELD MEASUREMENTS
P.R.M.	PERMANENT REFERENCE MARKER
P.C.P.	PERMANENT CONTROL POINT

DESCRIPTION:
COMMENCE AT THE SW CORNER OF THE EAST 1/2 OF NW 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA) THENCE RUN S.88°02'04"W., 308.62 FEET) THENCE N.01°50'14"W., 250.00 FEET) THENCE N.88°04'20"E., 391.74 FEET) THENCE S.00°06'07"E., 250.00 FEET) THENCE S.88°07'46"W., 75.30 FEET, CONTAINING 2.23 ACRES MORE OR LESS.

SURVEYOR'S NOTES:
1. BOUNDARY BASED ON MONUMENTATION FOUND.
2. BEARINGS ARE BASED ON N.2°14'14"E., PER DEED AND AS SHOWN HEREON.
3. IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 4 FEBRUARY, 2009 FIRM PANEL NUMBER 12023C0495C HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED ON DATE OF FIELD SURVEY AS SHOWN HEREON.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SKETCH EXCEPT AS SHOWN HEREON.
6. THIS SKETCH WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ADJACENT OWNERSHIP INFORMATION AS SHOWN HEREON IS BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.
10. THIS SKETCH IS BASED ON PREVIOUS FIELD WORK BY THIS OFFICE.

CERTIFIED TO:

DONALD BURKE

FIELD BOOK: SEE PAGE(S): FILE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

7/18/2019
FIELD SURVEY DATE

DRAWING DATE

W. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

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WORK ORDER # L-**25969**

9

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Glenn Hunter **Department:** Economic Development

Division Manager's Signature:

1. Nature and purpose of agenda item:

Appointment of Two Representatives to the North Florida Economic Development Partnership (NFEDP). Current Members are Tim Murphy and Glenn Hunter.

2. Recommended Motion/Action:

Appointments to the North Florida Economic Development Partnership (NFEDP)

3. Fiscal impact on current budget.

This item has no effect on the current budget.

From:	Jeffrey Hendry
To:	Glenn Hunter
Cc:	Jennifer Goff
Subject:	Official Request for NFEDP Board of Director Appointments for 2019-2021: Need No Later than September 6, 2019
Date:	Tuesday, July 16, 2019 12:53:31 PM
Importance:	High

Glenn , per an earlier communication, this message is to formally request the Columbia County Board of County Commissioners appoint their two representatives to serve on the North Florida Economic Development Partnership (NFEDP) Board of Directors for the 2019-2021 term. As a reminder, one of the representatives is expected to be a an elected official currently serving on the Board of County Commissioners and the other representative is expected to be a designated Economic Development Professional. The current representatives for Columbia County are:

Commissioner Tim Murphy

Glenn Hunter

Please advise the appropriate staff at the County or their designee to communicate the appointments for 2019-2021 **no later than September 6, 2019**. If you have questions or need additional information, please email or call me on my cell at (850) 443-7103.

With Gratitude,

Jeff Hendry
Executive Director
NFEDP

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Jennifer Daniels **Department:** Economic Development

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

EFI has awarded the Economic Development Department a $10,000 grant for marketing. Approval of this BA will appropriate the funds.

2. Recommended Motion/Action:

Approval of BA 19-64

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

Budget Amendment Number: **BA 19-64** **Fund:**

FROM:	TO:	AMOUNT:
304-0000-366.20-21	**304-2021-552.30-49**	
304-0000-366.20-21	*304-2021-552.30-49*	$10,000.00

M E M O R A N D U M

TO: Ben Scott

FR: Jennifer Daniels, Economic Development Office Manager

DATE: July 26th, 2019

RE: Marketing and Education Grant

Columbia County Economic Development was awarded $10,000 from Enterprise Florida as a Marketing and Education Grant. These monies will assist with both creating marketing materials as well as registration, travel and hotel for three International Economic Development Council certified events.

$6,000 will be utilized for designing and printing a trifold brochure and a 2 pocket folder with staggered informational sheets inside. These materials will describe the development within each region of Columbia County, how various grant dollars such as RIF, FJGG, and CDBG are making these projects possible, and highlighting the opportunities available to welcome additional business and industry. To ensure a cohesive message and overall image, the Economic Development website will also be updated to mirror the marketing material. The updated, more modern appearance of our digital footprint coupled with the addition of brightly colored, detailed informational guides will empower Columbia County to attract new industries and retain current business, creating jobs to strengthen our local, regional, and state economy.

The remaining $4,000 will be used to equip Columbia County's Economic Development team with the knowledge and skills necessary to move our County forward. In addition to client and company communication, the Office Manger assists with grant writing, collecting and analyzing data, preparing and sending responses to Requests for Information regarding potential projects, as well as many other essential duties. The Basic Economic Development Course provided by FEDC will provide the foundational knowledge essential to both her and the Assistant County Manager in their supporting roles.

Additionally, this money would be used for registration and travel costs needed to send the Economic Development Director to IEDC's 2020 Leadership Summit. Both events provide unique networking opportunities that could lead to growth and development within our community.

11

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 24, 2019 **Meeting Date:** August 1, 2019

Name: Shayne Morgan **Department:** Emergency Management

Division Manager's Signature:

1. Nature and purpose of agenda item:

For Columbia County to approve their involvement in the Statewide Mutual Aid Agreement. By signing and participating in this agreement it is a vehicle that can be used to get outside resources during emergency situations

2. Recommended Motion/Action:

To approve the signing of the Statewide Mutual Aid Agreement (SMAA)

3. Fiscal impact on current budget.

This item has no effect on the current budget.

AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by Columbia County Board of County Commissioners that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: Columbia County Board of County Commissioners

DATE: August 1, 2019

I certify that the foregoing is an accurate copy of the Resolution adopted by

Columbia County Board of County Commissioners on August 1, 2019

BY: _____

TITLE: _____

DATE: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By:_____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____
Clerk

BOARD OF TRUSTEES OF
_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By: _____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Columbia County Board of County Commissioners

Mailing Address: PO Box 1787
Lake City, FL 32056-1787

Authorized Representative Contact Information

Primary Authorized Representative

Name: Shayne Morgan, FPEM
Title: Emergency Management Director
Address: PO Box 1787, Lake City, FL 32056-1787
Day Phone: (386) 758-1383 Night Phone: (386) 623-2248
Facsimile: (386) 752-9644 Email: shayne_morgan@columbiacountyfla.com

1st Alternate Authorized Representative

Name: Thomas Brazil
Title: 911 Center Coordinator
Address: 263 NW Lake City Avenue, Lake City, FL 32055
Day Phone: (386) 758-1388 Night Phone: (386) 628-1720
Facsimile: (386) 758-1386 Email: tbrazil@columbiacountyfla.com

2nd Alternate Authorized Representative

Name: David Kraus
Title: Assistant County Manager
Address: PO Box 1529, Lake City, FL 32056-1529
Day Phone: (386) 758-1178 Night Phone: (386) 623-6320
Facsimile: (386) 758-2182 Email: david_kraus@columbiacountyfla.com

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:	HRS (local)		Mission No:
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:		Assisting Party:			
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:		Location (address):			
Approximated Date/Time Resources Released:					
Authorized Official's Name:		Signature:			
Title:		Agency:			

PART II

TO BE COMPLETED BY THE ASSISTING PARTY

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	$				
Travel: $	Personnel: $	Equipment & Materials: $	Contract Rental: $		
Logistics Required from Requesting Party Yes ☐	(Provide information on attached Part IV)	No ☐			
Authorized Official's Name:		Title:			
Date:	Signature:		Local Mission No:		

PART III

TO BE COMPLETED BY THE REQUESTING PARTY

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES
DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.51
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$8.84
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$11.14
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$18.39
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$30.47
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$48.71
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$92.88
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$96.96
8040	Ambulance			to 150		hour	$28.00
8041	Ambulance			to 210		hour	$40.50
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$4.43
8051	Board, Message			to 5	Trailer Mounted.	hour	$11.61
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$2.14
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$4.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware	hour	$3.16
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	$34.28
8064	Hydraulic Post Driver					hour	$35.10
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$169.40
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	$31.95
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine				hour	$36.97
8070	Automobile			to 130	Transporting people.	mile	$0.535
8071	Automobile			to 130	Transporting cargo	hour	$12.32
8072	Automobile, Police			to 250	Patrolling	mile	$0.535
8073	Automobile, Police			to 250	Stationary with engine running	hour	$15.69
8075	Motorcycle, Police					mile	$0.505
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$22.00
8077	Automobile - Ford Expedition	Fire Command Center				hour	$19.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel, 20" tyre		6.5-7.5		hour	$8.20
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel, 21" tyre		7.6-8.6		hour	$8.50
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel, 22" tyre		9.0-10.0		hour	$8.51
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel, 24" tyre		12-14.0		hour	$9.00
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel, 24" tyre		15-17		hour	$9.40

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel, 24" tyre		18-20		hour	$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel, 25" tyre		38-40		hour	$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel, 25" tyre		44-46		hour	$14.00
8110	Barge, Deck	Size	50'x35'x7.25'			hour	$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	$58.70
8112	Barge, Deck	Size	120'x45'x10'			hour	$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	$133.75
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel	hour	$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel	hour	$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel	hour	$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel	hour	$1,094.24
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$31.95
8126	Swamp Buggy	Conquest		360		hour	$39.25
8129	Compactor -2-Ton Pavement Roller	2 ton				hour	$28.25
8130	Boat, Row				Heavy duty	hour	$1.44
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard	hour	$12.00
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive	hour	$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull	hour	$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull	hour	$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull	hour	$325.35
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull	hour	$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$78.95
8143	Boat, Tug	Length	40 Ft	to 380		hour	$196.50
8144	Boat, Tug	Length	51 Ft	to 700		hour	$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac				hour	$1.10
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$62.55
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$27.60
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$6.20
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$20.77
8157	Sweeper, Pavement			to 110		hour	$76.70
8158	Sweeper, Pavement			to 230		hour	$96.80
8180	Bus			to 150		hour	$20.95
8181	Bus			to 210		hour	$25.45
8182	Bus			to 300		hour	$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$15.37
8184	Back-Pack Blower			to 4 4		hour	$1.50
8185	Walk-Behind Blower			13		hour	$6.50
8187	Chainsaw	20" Bar, 3.0 cu In				hour	$1.40
8188	Chainsaw	20" Bar 5.0 cu in				hour	$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	$2.65
8190	Chain Saw	Bar Length	16 In			hour	$1.70
8191	Chain Saw	Bar Length	25 In			hour	$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	$1.25
8193	Skidder	model 748 E		to 173		hour	$52.70
8194	Skidder	model 648 G11		to 177		hour	$104.30
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$115.35
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$136.30

8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$187.75
8199	Log Trailer	40 ft				hour	$9.90
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted	hour	$8.60
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted	hour	$16.86
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted	hour	$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted	hour	$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted	hour	$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$161.89
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate	hour	$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate	hour	$165.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate	hour	$145.00
8220	Compactor			to 10		hour	$15.10
8221	Compactor, towed, Vibratory Drum			to 45		hour	$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	$26.00
8225	Compactor, Sanitation			to 300		hour	$92.75
8226	Compactor, Sanitation			to 400		hour	$152.30
8227	Compactor, Sanitation			535		hour	$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	$17.00
8229	Compactor, towed, Drum Static		20000 lbs		Include prime mover rate	hour	$15.80
8240	Feeder, Grizzly			to 35		hour	$22.20
8241	Feeder, Grizzly			to 55		hour	$32.45
8242	Feeder, Grizzly			to 75		hour	$64.25
8250	Dozer, Crawler			to 75		hour	$51.30
8251	Dozer, Crawler			to 105		hour	$38.30
8252	Dozer, Crawler			to 160		hour	$93.74
8253	Dozer, Crawler			to 250		hour	$149.75
8254	Dozer, Crawler			to 360		hour	$201.10
8255	Dozer, Crawler			to 565		hour	$311.80
8256	Dozer, Crawler			to 850		hour	$294.10
8260	Dozer, Wheel			to 300		hour	$61.00
8261	Dozer, Wheel			to 400		hour	$94.10
8262	Dozer, Wheel			to 500		hour	$178.65
8263	Dozer, Wheel			to 625		hour	$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco				hour	$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth. Does not include Clamshell & Dragline	hour	$22.40
8275	Bucket, Dragline	Capacity	2.0 CY		Does not include Clamshell & Dragline	hour	$3.96
8276	Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	$9.90
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel Includes bucket.	hour	$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel Includes bucket.	hour	$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4 5 CY	to 420	Crawler, Truck & Wheel Includes bucket	hour	$264 50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel Includes bucket	hour	$223 70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel Includes bucket	hour	$455 00
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$105 46
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$113 20
8289	Excavator	2006 model Gradall XL5100		230		hour	$88 80
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$4.80
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$13 00
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$18 50
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$24 00
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$51 40
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	99 9		hour	$27 90
8307	Fork Lift Material handler	Diesel, CAT TH460B		99 9		hour	$30 15
8308	Fork Lift Material handler	Diesel, CAT TH560B		99 9		hour	$35 80
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	$3.46
8310	Generator	Prime Output	5 5 KW	to 10		hour	$3 35
8311	Generator	Prime Output	16 KW	to 25		hour	$7 45
8312	Generator	Prime Output	43 KW	to 65		hour	$15 00
8313	Generator	Prime Output	100 KW	to 125		hour	$34 95
8314	Generator	Prime Output	150 KW	to 240		hour	$50 00
8315	Generator	Prime Output	210 KW	to 300		hour	$62 45
8316	Generator	Prime Output	280 KW	to 400		hour	$80 40
8317	Generator	Prime Output	350 KW	to 500		hour	$90 50
8318	Generator	Prime Output	530 KW	to 750		hour	$153 30
8319	Generator	Prime Output	710 KW	to 1000		hour	$222 00
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	$349 00
8321	Generator	Prime Output	2500 KW	to 3000		hour	$533 75
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$403 30
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$511 22
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$495 80
8325	Generator	Prime Output	40KW	60		hour	$14 80
8326	Generator	Prime Output	20KW	40		hour	$13 32
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$43 30
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$46 50
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$67 50
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings	hour	$0 15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings	hour	$0 24
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings	hour	$0 60
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings	hour	$0 60
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings	hour	$0 90
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings	hour	$1 70
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings	hour	$0.30
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings	hour	$0 35
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour	$1 15
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour	$1.10
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour	$1 70
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings	hour	$3 15
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$14 66

8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket	hour	$34.30
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket	hour	$68.10
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket	hour	$101.30
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket	hour	$120.00
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$20.10
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$36.90
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$35.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$43.85
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour	$59.30
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour	$64.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$104.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$124.50
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$171.40
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$33.73
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	$3.05
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11		hour	$4.00
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$12.70
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$19.60
8419	Breaker, Pavement Hand-Held	Weight	25~90 Lbs			hour	$1.10
8420	Breaker, Pavement			to 70		hour	$57.45
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$85.85
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$116.60
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted	hour	$4.60
8430	Paver, Asphalt, Towed				Does not include Prime Mover	hour	$12.40
8431	Paver, Asphalt			to 50	Includes wheel and crawler equipment	hour	$73.76
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment	hour	$95.10
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment	hour	$126.80
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment	hour	$209.65
8436	Pick-up, Asphalt			to 110		hour	$96.85
8437	Pick-up, Asphalt			to 150		hour	$135.00
8438	Pick-up, Asphalt			to 200		hour	$93.50
8439	Pick-up, Asphalt			to 275		hour	$204.00
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$16.20
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$22.90
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$42.60
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$78.60
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	$4.00
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension			crawler	hour	$32.50
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	$28.00
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	$32.90
8452	Plow, Truck Mntd	Width	to 15 Ft		Include truck for total cost	hour	$24.35
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing. Include truck for total cost	hour	$40.80
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	$7.35
8456	Spreader, Sand	Mounting	Dump Body			hour	$10.45
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	$13.15
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted	hour	$6.00
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$7.25
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr	to 4.5	Hoses not included	hour	$6.10
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr	to 6	Hoses not included	hour	$6.75
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr pump	to 10	Hoses not included	hour	$7.99
8473	Pump			to 15	Hoses not included	hour	$10.30
8474	Pump			to 25	Hoses not included	hour	$13.60
8475	Pump			to 40	Hoses not included	hour	$16.65
8476	Pump	4" - 40,000 gal/hr	4" - 40,000 gal/hr	to 60	Hoses not included	hour	$27.10

8477	Pump			to 95	Hoses not included	hour	$32.00
8478	Pump			to 140	Hoses not included	hour	$41.50
8479	Pump			to 200	Hoses not included	hour	$49.90
8480	Pump			to 275	Does not include Hoses	hour	$66.85
8481	Pump			to 350	Does not include Hoses	hour	$82.00
8482	Pump			to 425	Does not include Hoses	hour	$96.60
8483	Pump			to 500	Does not include Hoses	hour	$114.00
8484	Pump			to 575	Does not include Hoses	hour	$133.30
8485	Pump			to 650	Does not include Hoses	hour	$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$39.00
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Add this rate to truck rate for total lift and truck rate	hour	$39.50
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht	to 15	Articulated, Telescoping, Scissor	hour	$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor	hour	$16.10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor	hour	$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht	to 85	Articulated and Telescoping	hour	$55.65
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping	hour	$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht	to 80	2000 Lbs Capacity	hour	$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs		Include truck rate for total cost	hour	$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs		Include truck rate for total cost	hour	$36.50
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$66.90
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$90.00
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$243.20
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$25.10
8513	Saw, Rock			to 100		hour	$33.50
8514	Saw, Rock			to 200		hour	$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	$1.66
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour	$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour	$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$34.60
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$94.00
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$142.50
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	25 In	to 5		hour	$2.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 In	to 15		hour	$14.10
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$255.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5 5	Hydro Pump w/100' 1/2" hose	hour	$3.45
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included	hour	$22.15
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included	hour	$29.50
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included	hour	$38.60
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included	hour	$47.77
8580	Distributor, Asphalt	Tank Capacity	500 Gal		burners, insulated tank, and circulating spray bar	hour	$14.76
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar Include	hour	$21.30
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar Include	hour	$30.15
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$41.60
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$83.20
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover	hour	$11.36
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover	hour	$13.10
8600	Trailer, Equipment	Capacity	30 Tons			hour	$14.15
8601	Trailer, Equipment	Capacity	40 Tons			hour	$15.50
8602	Trailer, Equipment	Capacity	60 Tons			hour	$18.85
8603	Trailer, Equipment	Capacity	120 Tons			hour	$28.35
8610	Trailer, Water	Tank Capacity	4000 Gal		with sump and a rear spraybar	hour	$13.50
8611	Trailer, Water	Tank Capacity	6000 Gal		with sump and a rear spraybar	hour	$16.55
8612	Trailer, Water	Tank Capacity	10000 Gal		with sump and a rear spraybar	hour	$19.20
8613	Trailer, Water	Tank Capacity	14000 Gal		with sump and a rear spraybar	hour	$23.77
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$33.35
8620	Tub Grinder			to 440		hour	$95.35
8621	Tub Grinder			to 630		hour	$143.65
8622	Tub Grinder			to 760		hour	$183.60
8623	Tub Grinder			to 1000		hour	$322.00
8627	Horizontal Grinder	Model HG6000		630		hour	$57.36
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$47.00
8629	Stump Grinder	24" grinding wheel		110		hour	$45.00
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Does not include Prime Mover	hour	$14.00
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted Does not include Prime	hour	$19.80
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover	hour	$29.25
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$14.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$20.80
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$29.45
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$239.85
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$92.33
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	$15.40
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$34.30
8640	Trailer, Office	Trailer Size	8' x 24'		Cargo Size 16ft	hour	$1.95
8641	Trailer, Office	Trailer Size	8' x 32'		Cargo Size 24ft	hour	$2.30
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	$2.65
8643	Trailer	Haz-Mat Equipment trailer	8'x18'			hour	$37.75
8644	Trailer, Covered Utility Trailer	(7' X 16')				hour	$5.65
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$29.45
8646	Trailer, Dodge	32' flatbed water				hour	$27.90
8650	Trencher			to 40	Wheel Mounted Chain and Wheel	hour	$16.30

8651	Trencher			to 85	Wheel Mounted. Chain and Wheel	hour	$24.70
8654	Trencher accessories	2008 Griswold Trenchbox				hour	$1.90
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$12.00
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$37.45
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$41.25
8670	Derrick, Hydraulic Digger	Max. Boom Length	60 Ft		alignment attachment Include truck rate	hour	$34.15
8671	Derrick, Hydraulic Digger	Max. Boom Length	90 Ft		alignment attachment Include truck rate	hour	$54.66
8680	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$82.35
8684	Truck, Fire	100 Ft Ladder				hour	$100.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	$68.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	$72.25
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	$78.90
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	$81.40
8694	Truck, Fire Ladder	Ladder length	75 FT			hour	$117.10
8695	Truck, Fire Ladder	Ladder length	150 FT			hour	$142.75
8696	Truck, Fire	No Ladder		330	Rescure Equipment	hour	$93.47
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200		hour	$20.60
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275		hour	$35.00
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 300		hour	$27.10
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380		hour	$44.70
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr			hour	$8.45
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr			hour	$9.50
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr			hour	$9.70
8711	Flat bed utility trailer	6 ton				hour	$3.10
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted	hour	$24.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted	hour	$31.30
8714	Vactor	800 Gal Spoils/400 Gal Water	500/800 gal	49		hour	$82.75
8715	Truck, Hydro Vac	model LP555DT				hour	$18.00
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$51.25
8717	Truck, Vacuum	60,000 GVW		400		hour	$74.20
8719	Litter Picker	model 2007 Barber			towed by tractor	hour	$9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$48.90
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$60.77
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$67.70
8723	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$75.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$121.20
8725	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$77.80
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$48.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$55.90
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor			Powered by Solar System	hour	$3.00
8734	Attenuator, safety	that can stop a vehicle at 60 mph				hour	$5.50
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph				hour	$3.85
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$27.70
8744	Van, Custom	Special Service Canteen Truck		350		hour	$18.00
8745	Van, step	model MT10FD		300		hour	$21.25
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$20.00
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$20.15
8748	Van-cargo	light duty, class 1		225 - 300		hour	$22.25
8749	Van-cargo	light duty, class 2		225-300		hour	$22.25
8750	Vehicle, Small			to 30		hour	$6.40
8753	Vehicle, Recreational			to 10		hour	$2.80
8755	Golf Cart	Capacity	2 person			hour	$3.75
8761	Vibrator, Concrete			to 4		hour	$1.60
8770	Welder, Portable			to 16	Includes ground cable and lead cable	hour	$3.10

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$6.80
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$10.00
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$50.00
8788	Container & roll off truck	30 yds				hour	$23.05
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$46.00
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$52.75
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs			hour	$23.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs			hour	$34.50
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty class	7, 26,001 to 33,000 lbs gvwr			hour	$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty.	to 33,000 gvwr			hour	$32.00
8799	Truck,	Tilt and roll back, three axle, class 8 heavy duty	over 33,001+ gvwr			hour	$40.60
8800	Truck, Pickup				When transporting people.	mile	$0.54
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$12.30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$19.85
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$22.25
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$23.10
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$115.00
8824	Skidder	model Cat 525B		up to 160		hour	$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$118.77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$38.65
8841	Truck, fuel	2009 International 1,800 gal storage tank		200		hour	$30.50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	$13.60
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$31.00
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$19.25
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long			hour	$29.45
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$45.50
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230		hour	$41.00
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$65.30
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$45.00

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$96.20
8870	Light Tower	Terex/Amida AL 4000 with (4) 500 watt lights	w/10kw power unit	13.5		hour	$10.68
8871	Light Tower	2004 Allmand				hour	$6.30
8872	SandBagger Machine	(Spider) automatic		4.5		hour	$48.75
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	$474.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	$496.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$582.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$596.00
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$780.00
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$626.00
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$456.00
8907	Piper-Fixed wing	PA-31-350 Navajo Chieftn twin engine		350		hour	$487.00
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$2,945.00
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$5,504.00
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$10,750.00
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$621.00
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$596.00
8913	Helicopter	Model Bell-206L4		726		hour	$576.00
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$1,316.00
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$697.00
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$1,075.00
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$447.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$19.85
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$14.50
8945	Aerial Lift	model 2008 Genie Scissor Lift				hour	$6.30

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 24, 2019 **Meeting Date:** August 1, 2019

Name: Shayne Morgan **Department:** Emergency Management

Division Manager's Signature:

1. Nature and purpose of agenda item:

The Emergency Management Performance Grant (EMPG) is the federal money that helps fund Columbia County Emergency Management. This year's award is $52,613. This grant year runs from July 1, 2019 -- June 30, 2020.

2. Recommended Motion/Action:

To recommend a motion adopting the EMPG grant in the amount of $52,613.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Agreement Number: G0044

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Columbia County
Sub-Recipient's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	
Federal Award Date:	July 01, 2019
Subaward Period of Performance Start and End Date:	July 01, 2019 – June 30, 2020
Amount of Federal Funds Obligated by this Agreement:	$52,613.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the *Post Katrina Emergency Management Reform Act* (6 U.S.C. § 762) and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (42 U.S.C. §§ 5121 et seq.). Title VI of the *Stafford Act* authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2019 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal's (the Goal's) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.

Name of Federal awarding agency:	Department of Homeland Security
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.042
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	29.26%

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 "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in the Scope of Work (Attachment B). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jamika Jackson
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4344
Email:Jamika.jackson@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Shayne Morgan
P.O. Box 1787
Lake City, FL 32056
Telephone: (386) 758-1383
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 to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget (Attachment A) and Scope of Work (Attachment B) of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **July 1, 2019** and shall end on **June 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. 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 either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Budget (Attachment A) and Scope of Work (Attachment B) of this Agreement. The maximum reimbursement amount for the entirety of this Agreement is $465,257.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in the Budget (Attachment A) and Scope of Work (Attachment B), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to

bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. 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, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-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 (Attachment A) and Scope of Work (Attachment B) and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-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 Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor 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 Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall 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

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(13)MONITORING.

a. The Sub-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 the Budget (Attachment A) and Scope of Work (Attachment B) to this Agreement, and reported in Quarterly Reports (Attachment D).

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-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 Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-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 Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out

the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient 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, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, 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, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-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.

(15)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 terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); 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 if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-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. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-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 Sub-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 (3) 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 Sub-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:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-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.

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 Sub-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 Sub-Recipient.

(17)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 Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, 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 Sub-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 Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient

chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-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 Sub-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.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-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, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)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:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Proposed Program Budget Detail Worksheet

iii. Attachment B – Scope of Work

iv. Attachment C – Allowable Costs and Eligible Activities

v. Attachment D – Quarterly Reports

vi. Attachment E – Justification of Advance Payment

vii. Attachment F – Certification Regarding Debarment

viii. Attachment G – Warranties and Representations

ix. Attachment H – Statement of Assurances

x. Attachment I – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. 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. Justification of Advance (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. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) 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 grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. 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 (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. 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

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-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.

(22)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 Sub-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 are 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 Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-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. The Sub-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.

e. 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.

f. Any Sub-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:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. 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;

iii. 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 (22) f. ii. of this certification; and,

iv. 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.

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

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension,**

Ineligibility And Voluntary Exclusion" (Attachment F) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-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.

k. 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 Sub-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.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-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 Sub-Recipients shall certify and disclose.

iv. 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.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-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 Sub-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 Sub-Recipient shall notify the Division. Any copyrights accruing under or in

connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-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 Sub-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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-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 Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs

(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)<u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

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

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

SUB-RECIPIENT: COLUMBIA COUNTY

By:_____

Name and Title: _____

Date:_____

FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: **Jared Moskowitz, Division Director**

Date:_____

EXHIBIT – 1

I. FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

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

II. FEDERAL PROGRAM
Federal agency: Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number): 97.042

Notice of Funding Opportunity Title: Emergency Management Performance Grants

NOFO Number: DHS-19-GPD-042-04-01

Authorizing Authority for Program: Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation Authority for Program: Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6)

Award amount: $ 355,696.00

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

Federal Program:

List applicable compliance requirements as follows:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Chapter 252, Florida Statutes
3. Fiscal Year 2019 Notice of Funding Opportunity

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

PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment B).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

Grant	Recipient Agency	Category	Amount Allocated
FY 2019-2020 Emergency Management Performance Grant	COLUMBIA COUNTY	Planning	
		Organization	$52,613
		Equipment	
		Training	
		Exercise	
		Management & Administration *(Up to 5% of total award)*	
Total Award			**$52,613**

FY 2019-2020 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Development of Emergency Plans			
Salaries			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries			
Utilities (electric, water and sewage)	1	1	$10,000
Maintenance and Sustainment (maintenance contracts, warranties, repair or replacement costs, upgrades and user fees)	1	1	$10,000
Office Supplies/Materials	1	1	$5,000
IT Software Upgrades			
Communications (Cell Phones, Land Lines, Satellite Phones)	1	1	$20,000
Publications			
Postage			
Storage			
Travel and Per Diem	1	1	$7,613
TOTAL ORGANIZATION EXPENDITURES			**$52,613**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			

CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC equipment & supplies *(provide description of EOC equipment & supplies)*			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits – Hiring of contractors or consultants			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			

TOTAL EXPENDITURES	**$XXX,XXX**

REVISION DATE: _____

ATTACHMENT B
SCOPE OF WORK

The Emergency Management Performance Grant (EMPG) subgrant agreement authorizes reimbursement for eligible activities as identified in the Fiscal Year 2019 Notice of Funding Opportunity (NOFO). FY2019 allowable costs are divided into the following categories:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and,**
- **Management and Administration.**

Eligible activities are outlined in Allowable Costs and Eligible Activities. The EMPG's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal. 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 and Local Comprehensive Emergency Management Plans 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.

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

Tasks & Deliverables:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or working towards the completion of each task. Quarterly deliverables must be uploaded into the Division's SharePoint portal at https://portal.floridadisaster.org each quarter as stated in the scope of work. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

1. **Match.** Throughout the period of performance for this Agreement, the Sub-Recipient shall use non-Federal funds to match dollar for dollar all funds provided under this Agreement.

   Deliverables (due each quarter):
   - Provide Quarterly Match Form 3A to identify the non-federal match amount;
   - Supporting documentation is required if the federal obligation exceeds the EMPA award amount or using local funds to satisfy the match requirement. If using EMPA as match no additional supporting documentation is required.

   Supporting documentation must include invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

2. **Validating Capabilities - National Incident Management System (NIMS).** All EMPG-funded personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored state, local, tribal, territorial, regional or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: https://training.fema.gov/empp/. 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.

   In addition to training activities aligned to and addressed in the Training and Exercise Plan (TEP), all EMPG funded personnel must complete the following training requirements and record proof of completion:

   NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and
   Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy

   Deliverable (due each quarter):
   - The FDEM Form 4 - Staffing Detail for all funded EMPG personnel;
   - Position descriptions for funded EMPG personnel and any position being used as match;
   - Training certificates for funded EMPG personnel listed on the FDEM Form 4 – Staffing Detail. If certificates are uploaded into SERT TRAC, the Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E).

   NOTE: For quarters 2, 3, and 4, additional course completion documentation is required only if:
   - New personnel are listed on the Staffing Detail Form.

3. **Training and Exercises.** The Sub-Recipient shall develop and maintain a Multi-Year Training and Exercise Plan (MYTEP) that identifies a combination of exercises and associated training

requirements that address priorities identified in the TEPW and builds from training gaps identified in the county assessment process.

Training activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, MYTEP developed through an annual Training and Exercise Plan Workshop (TEPW) and should reflect efforts to address training capabilities gaps.

Exercises play a vital role in national preparedness by enabling whole community stakeholders to test and validate plans and capabilities, and identify both capability gaps and areas for improvement. Exercises also test capabilities, familiarize emergency management personnel with roles and responsibilities, and foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

Deliverables:

- Provide the percentage of completed training and exercise activities listed on the current MYTEP **(due each quarter)**;
- Update the County 2021-2023 MYTEP by April 30, 2020 **(due 4th quarter)**;
- Provide sign in sheet or certificate of participation in at least three (3) exercises for funded EMPG personnel during the period of performance **(due 2nd through 4th quarter)**

4. **Inventory Management - Distribution Management Plan.** All EMPG Sub-Recipients must provide an Inventory Management component to the Division's Distribution Management Plan to include the identification of resources including commodities, equipment and supplies in the event of a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Division to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and
- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

Deliverable (due 4th quarter):

- Provide an inventory list of resources on the Logistics Distribution Inventory Management form. All fields must be completed, items must be "typed" appropriately, and physical location recorded. The Logistics Distribution Inventory Management form can be located in the Division's SharePoint portal.

ATTACHMENT C
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. Categories and Eligible Activities

The 2019 EMPG Funding Guidance allowable costs are divided into the following categories: **planning, organization, equipment, training, exercise, and management and administration.**

Allowable Costs

A. Planning

Planning spans all 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.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities.
Some examples include, but not limited to:

- Emergency Operation Plans
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans
- Local Comprehensive Emergency Management Planning

Planning Costs Supporting Documentation: Provide copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. Organization

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 and backfill, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

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

- Salaries and Fringe Benefits - provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications

- Postage
- Storage
- Other Personnel/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 grant manager for the Division for review.
- Maintenance and Enhancement
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - 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)

Maintenance and Sustainment
The use of FEMA preparedness grants funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active 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 Sub-Recipients 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 Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation: For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports). Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (Form 1B) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. Equipment
Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to

be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity 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 to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System
All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies
Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation: Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. Training
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 should 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.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the TEP, all EMPG -funded personnel (including full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning	**OR**	IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		E/L104 Exercise Design
		E/L105 Public Information & Warning

Additional types of training or training related activities 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
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- ***Develop, Deliver, and Evaluate Training.*** This 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 Multi-Year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- ***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 FEMA, 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, and 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 or contractors/consultants 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 FEMA, 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.

When conducting a training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

> [T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.
Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of the agenda, certificates and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

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 the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's

written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. Exercises

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year Training and Exercise Plan (MYTEP) developed through an annual Training and Exercise Planning Workshop (TEPW).

Allowable exercise-related costs include:

- ***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. Sub-Recipients 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. Gaps identified during an exercise 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 FEMA, 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 FEMA, 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).
- ***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. Sub-Recipients 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 are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division at least twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

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

Exercise Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment and a copy of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. Management and Administration (M&A)

M&A activities are those 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.

Management and Administrative Costs Supporting Documentation:

For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports). Costs for M&A activities are allowed up to 5% of the total award amount.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

I. Construction and Renovation

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (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 (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients 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 Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager 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 Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

Unallowable Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- 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 and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

II. **Environmental Planning and Historic Preservation (EHP) Compliance**
As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-Preparedness Grants Manual | April 2019 Page 19
library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

Procurement
All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, may result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

ATTACHMENT D
QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than thirty (30) 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.

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

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies the required tasks and deliverables as outlined in the scope of work and identifies funded EMPG personnel during the agreement period.
B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. **Programmatic Point of Contact:**

Contractual Point of Contact	Programmatic Point of Contact
Jamika Jackson FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4344 Jamika.jackson@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 Karen.Lyons@em.myflorida.com

ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-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
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example 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 F

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-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 Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____
Signature Sub-Recipient's Name

_____ _____
Name and Title DEM Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

ATTACHMENT G
WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8 am - 5 pm Monday through Friday excluding holidays.

Licensing and Permitting

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

ATTACHMENT H
STATEMENT OF ASSURANCES

The Sub-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 sub-recipients 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 Sub-Recipient of funds, the Sub-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 I
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 26, 2019 **Meeting Date:** August 1, 2019

Name: Lisa Roberts **Department:** Human Resources

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Human Resources - Unpaid Leave Concurrent with Worker's Compensation Request - Shaun Noel

2. Recommended Motion/Action:

Requesting approval

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

TO: Board of County Commissioners

FROM: Lisa K.B. Roberts, Human Resources Director

DATE: July 26, 2019

SUBJECT: Unpaid Leave Concurrent with Workers' Compensation Request – Shaun Noel

On 10/17/2018 Mr. Shaun Noel was hired by Columbia County as a full-time Equipment Operator I at the Winfield Solid Waste Facility. Mr. Noel does not qualify for FMLA as he has not reached the twelve (12) month service period required.

On 4/06/2019 Mr. Noel was placed on workers' compensation due to an injury related to an accident occurring on 4/6/2019. In accordance with the Columbia County Personnel Policies and Procedures Manual (PPPM), Chapter, 21-Workers' Compensation Leave, once approved for lost wages, employees may not use their accrued sick or annual leave to supplement workers' compensation benefits. As a reasonable accommodation in accordance with the Americans with Disabilities Act, Mr. Noel was placed on unpaid leave for thirty (30) days, concurrent with workers' compensation, from 6/17/2019 through 7/17/2019. The thirty (30) days of unpaid leave was granted by the Department Head in accordance with Chapter 24, Unpaid Leave, (PPPM). Mr. Noel returned to work on 7/15/2019 on light duty; however, was placed out of work again effective 7/24/2019.

Mr. Noel is still unable to return to work; therefore, in accordance with Columbia County Personnel Policies and Procedures Manual, Chapter 24-Unpaid Leave, request for leave without pay in excess of thirty (30) days must be made in writing to the Board of County Commissioners at least five (5) days prior to the next Board meeting before the starting date of such leave. Mr. Noel has requested the Board consider additional unpaid leave concurrent with workers' compensation from 7/24/2019 through 9/24/2019, or until his physician releases him to return to work, whichever occurs first, due to his medical condition in accordance with the Americans with Disabilities Act and the Columbia County Personnel Policies and Procedures Manual, Chapter 24-Unpaid Leave. Unpaid leave concurrent with workers' compensation is granted as a reasonable accommodation in accordance with the Americans with Disabilities Act.

Your consideration of this request is greatly appreciated.

XC: Shaun Noel Employee File

July 26, 2019

Columbia County Board of County Commissioners
135 NE Hernando Ave.
Lake City, Florida 32055

RE: Unpaid Leave Concurrent with Workers' Compensation Request

Dear Commissioners:

I, Shaun Noel, am currently employed by the Winfield Solid Waste Facility. I am not eligible for FMLA leave as I have not completed twelve (12) months of service. In accordance with County policy my department head approved 30 days (6/17/2019 through 7/17/2019) unpaid leave concurrent with workers' compensation due to an injury related to an accident occurring on 4/6/2019. I was released to return to work on light duty effective 7/15/2019 and then was again placed out of work by workers' physician again effective 7/24/2019. According to the workers' compensation physician, I am unable to return to work pending a surgery consult.

I am requesting the Board of County Commissioners grant a leave of absence without pay running concurrent with workers' compensation from 7/24/2019 through 9/24/2019, or until my physician releases me to return to work, whichever occurs first, due to my injury. This request is in excess of the thirty (30) days granted by the department head in accordance with Columbia County Personnel Policies and Procedures, Chapter 24-Unpaid Leave.

Thank you for your consideration of my request.

Sincerely,

Shaun Noel

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: July 19, 2019 **Meeting Date:** August 1, 2019

Name: Katrina Evans **Department:** Library

Division Manager's Signature:

1. Nature and purpose of agenda item:

BA 19-62 -- The attached budget amendment is to distribute the $5573 e-rate reimbursement payment received for internet service at the Main Library to the appropriate line in the Library's budget.

2. Recommended Motion/Action:

Motion to appropriate e-rate reimbursement to the Library's budget.

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.

Budget Amendment Number: **BA 19-62** **Fund:** **104-LIBRARY ENHANCEMENT**

FROM:	TO:	AMOUNT:
104-0000-369.20-00	**104-7100-571.30-41**	
MISC REVENUE / MISC REVENUE	*OPERATING EXPENDITURES / COMMUNICATIONS*	$5,573.00

Columbia County Public Library
308 NW Columbia Avenue
Lake City, FL 32055
386-758-1018 * 386-758-2135 Fax

Katrina P. Evans, Library Director

MEMORANDUM

DATE: July 18, 2019

TO: David Kraus, Assistant County Manager

FR: Katrina Evans, Library Director

RE: E-rate reimbursement

The attached budget amendment is to distribute the $5573.07 e-rate reimbursement payment received for internet service at the Main Library to the appropriate line in the Library's budget.

Please let me know if I can provide you with further information. Thank you very much for your consideration.

Katrina Evans

From: CustomerSupport@usac.org
Sent: Tuesday, July 2, 2019 8:35 AM
To: Katrina Evans
Subject: YOUR E-RATE PROGRAM REMITTANCE STATEMENT: 443021321

Universal Service Administrative Co.

SCHOOLS AND LIBRARIES BEAR PROGRAM REMITTANCE STATEMENT
AS OF JULY 02, 2019

Attn: Katrina P Evans
COLUMBIA COUNTY PUBLIC LIBRARY

RE: FCC Form 498 ID 443021321

This notice provides an explanation of your entity's Billed Entity Applicant Reimbursement (BEAR) payment for the following invoices.

		Approved
6/27/2019	143003990 Comcast Business Communications 1899034381 MN2018-19BEAR Applicant Name:COLUMBIA COUNTY PUBLIC LIBRARY;SLD Invoice Number:2943630;BEAR Letter Date:06/27/2019;Line Item Detail Number:9627688;Amount Requested:5573.07;	$5,573.07
Total Approved Disbursement		**$5,573.07**
Total Actual Disbursement:		**$5,573.07**

If you have any questions, please contact USAC Customer Operations at (888) 641-8722 or CustomerSupport@usac.org. You may also visit us at www.usac.org.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: July 23, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Permission to enter private property located at 305 NW Brook Loop for the purpose of tree removal.

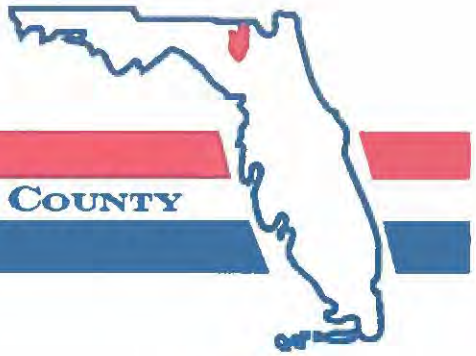
2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Bucky Nash
District No. 4 - Toby Witt
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

MEMORANDUM

TO: Ben Scott, County Manager

FR: Kevin Kirby, Assistant County Manager

DATE: July 19, 2019

RE: Entering Private Property

I am requesting permission to enter private property located at 305 NW Brook Loop for the purpose of tree removal. Several trees on the county right-of-way overhang onto the referenced property creating a hazard for the property owner.

The appropriate Hold Harmless Agreement will be obtained.

Your consideration is appreciated.

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned private property owner, David Parker"Owner", and COLUMBIA COUNTY, FLORIDA, by and through its representative, Rick Coulombe, "County", hereby agree as follows:

WHEREAS, Owner agrees for County to enter upon Owner's property identified as 305 NW Brook Loop for the purpose of tree removal.

WHERE, Owner authorize County to enter upon Owner's private property and release County from liability as a result thereof, and

WHEREAS, County agrees to hold Owner harmless from liability as a result of County's actions upon Owner's property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. Owner hereby authorizes County and its representatives to enter upon Owner's property for the purposes of tree removal.
2. Owner hereby releases County together with its agents, representatives and employees from any and all actions, cause of actions or liability, including for trespass damages or other claims or demands whatsoever, in law or in equity as a result of County's actions upon Owner's property, so long as the same is not done in any grossly negligent manner.
3. County hereby agrees to hold Owner harmless from any liability as a result of County's actions upon Owner's property or the actions of any third parties, which may enter on Owner's property upon County's direction or authorization.

Dated this 19TH day of JULY, 2019.

PROPERTY OWNER SIGNATURE

COLUMBIA COUNTY
REPRESENTATIVE/AGENT/EMPLOYEE
Rick Coulombe, Tree Crew Foreman

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: July 19, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Lease agreement with Xerox for new copies at Public Works

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 10142705413044

Memo

Date: **July 15, 2019**

To: **Kevin Kirby, Assistant County Manager**

From: **Connie Brecheen, Administrative Supervisor**

RE: **Copier**

Over the past several months, we have had numerous issues with the existing copier. Upon inquiring about our contract, I find that it is expired and we are on a month-to-month basis. Therefore, I have explored obtaining a new copier.

Much to my surprise, we can get a better/new copier for LESS money than we are currently paying. The monthly rental would go from $129.53/mo. to $117.01/month. Black/white copies would go from $.0074 each to $.0040 and color from $.065 to $.039. Based on our current usage, the monthly total would go from $247.81 to $186.25 for a potential savings of $3,693.60 annually. All fees include service.

Attached is a new contract for 60 months that will need approval by the BOCC.

Please advise how you wish to proceed.

Lease Agreement

xerox

Customer: COLUMBIA, COUNTY OF

BillTo: COUNTY OF COLUMBIA
P O BOX 1529
LAKE CITY, FL 32056-1529

Install: COLUMBIA COUNTY
ROAD DEPARTMENT
QUINTEN & 25-A
LAKE CITY, FL 32055

Tax ID#: .

State or Local Government Negotiated Contract : 072778900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8055H (XEROX C8055H)	- 1 Line Fax - 2/3 Hole Punch - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 7835P S/N MX1184856 Trade-In as of Payment 72	7/25/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8055H	$117.01	1: Black and White Impressions	All Prints	$0.0040	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0390	
Total	$117.01	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____ Phone: ()-

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Keith Norris
(386)755-7969

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

0 9 2 3 9 8 1 0 1 0 0 1 0 0 2 0

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

3. FUNDING. This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

MARCOTEK
DIGITAL OFFICE SOLUTIONS

Financial Analysis for COLUMBIA COUNTY

Prepared on 7/12/2019

Current Costs

Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
1 7835P MX1184856		$129.53	Included	BW CLR	All Prints All Prints	$0.0074 $0.0650	3,923 1,373	3,923 1,373	$29.03 $89.24	$247.81
Xerox Total		$129.53	$0.00				5,296		$118.28	$247.81
Grand Total		$129.53	$0.00				5,296		$118.28	$247.81

Proposed Costs

New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
1 C8055H (XEROX C8055H)	- Lease - Term: 60 months	$117.01	Included	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	$0.0040 $0.0390	3,923 1,373	3,923 1,373	$15.69 $53.55	$186.25
Total		**$117.01**	**Included**				**5,296**		**$69.24**	**$186.25**

Monthly Savings	**$61.56**
Annual Savings	$738.72
Contract savings	$3,693.60

xerox hp brother DELL Lexmark FUJITSU

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 19, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Utility permit from FPL to replace poles along Washington St.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

P.O. BOX 14000, JUNO BEACH, FL 33408-0420

FPL

July 11, 2019

Columbia County
Attn: Kevin Kirby
Public Works Department
P. O. Box 1529
Lake City, Florida 32056
(386) 758-1019; Fax (386) 758-2148

RE: Transmission Line Pole Replacement
Utility Notification of Proposed Construction
County Roads Right-of-Way
Columbia County
Columbia-Macedonia 115kV Transmission Line
FPL IO# T00000021167

Dear Mr. Kirby:

Enclosed for your review are one (1) permit application and two (2) copies of our drawings detailing Florida Power & Light's proposed overhead transmission line construction in Columbia County, Florida.

The scope of work involves replacing one (1) existing transmission line wood pole and one (1) existing wood stub pole with spun concrete poles along NE Washington Street between NE Sims Drive and NE Patterson Avenue in Lake City.

This project is due to maintenance requirements. Traffic control will conform to FDOT's Roadway and Traffic Control Standards. Construction is scheduled to begin in August, 2019.

If you have any questions and/or comments pertaining to this request, please call Roberto Cruz, FPL Transmission Engineer at (561) 9044-3662 or Laura Bender at (561) 904-3632 or laura.bender@fpl.com. Thank you in advance for your assistance in this matter.

Please mail the approved permit to: FPL, Attn: Rafael Vides (TS4/JW)
15430 Endeavor Drive
Jupiter, Florida 33478
rafael.e.vides@fpl.com

Sincerely,

Gregg Hall
Florida Power & Light Company
Manager – Siting & Permitting

COLUMBIA COUNTY BOARD OF COUNTY COMISSIONERS
UTILITY PERMIT

Date: _____ Permit No. _____ County Road NE Washington St Section No. _____

Permittee Florida Power & Light Company (FPL)

Address 700 Universe Blvd. (TS4/JW), Juno Beach, FL 33408 Telephone Number 561-904-3675

Requesting permission from Columbia County, Florida, hereinafter called the County, to contract, operate and maintain Proposed replacement of existing wood transmission line pole and stub pole with spun concrete poles located along NE Washington Street at NE Curry Drive in Lake City. This project is due to maintenance and upgrade of existing line. Traffic Control will conform to FDOT's Roadway and Traffic Control Standards. (Columbia-Macedonia 115kV Transmission Line FPL IO# T00000021167)

NE Washington Street between NE Sims Drive and NE Patterson Avenue in Lake City

FROM: August 2019 TO: December 2019

Submitted for the Utility Owner by: Gregg Hall
Manager - Siting & Pemitting _____ 7/12/18
Typed Name & Title Signature Date
(additional contact person - Permitting; laura.bender@fpl.com 561-904-3632)

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 (X) NO ( ). If YES: LAKE CITY (X) 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 Chip Fankauser _____ Telephone Number 561-662-9963 (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 180 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 b entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless Columbia County, Florida from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

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

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

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

Submitted By: Gregg Hall - FPL Manager_Siting & Permitting
Permittee

Signature and Title FPL Mgr-Siting Group

Place Corporate Seal

Attested

Recommended for Approval:

Signature: _____

Title: Assistant County Manager

Date: 7-19-19

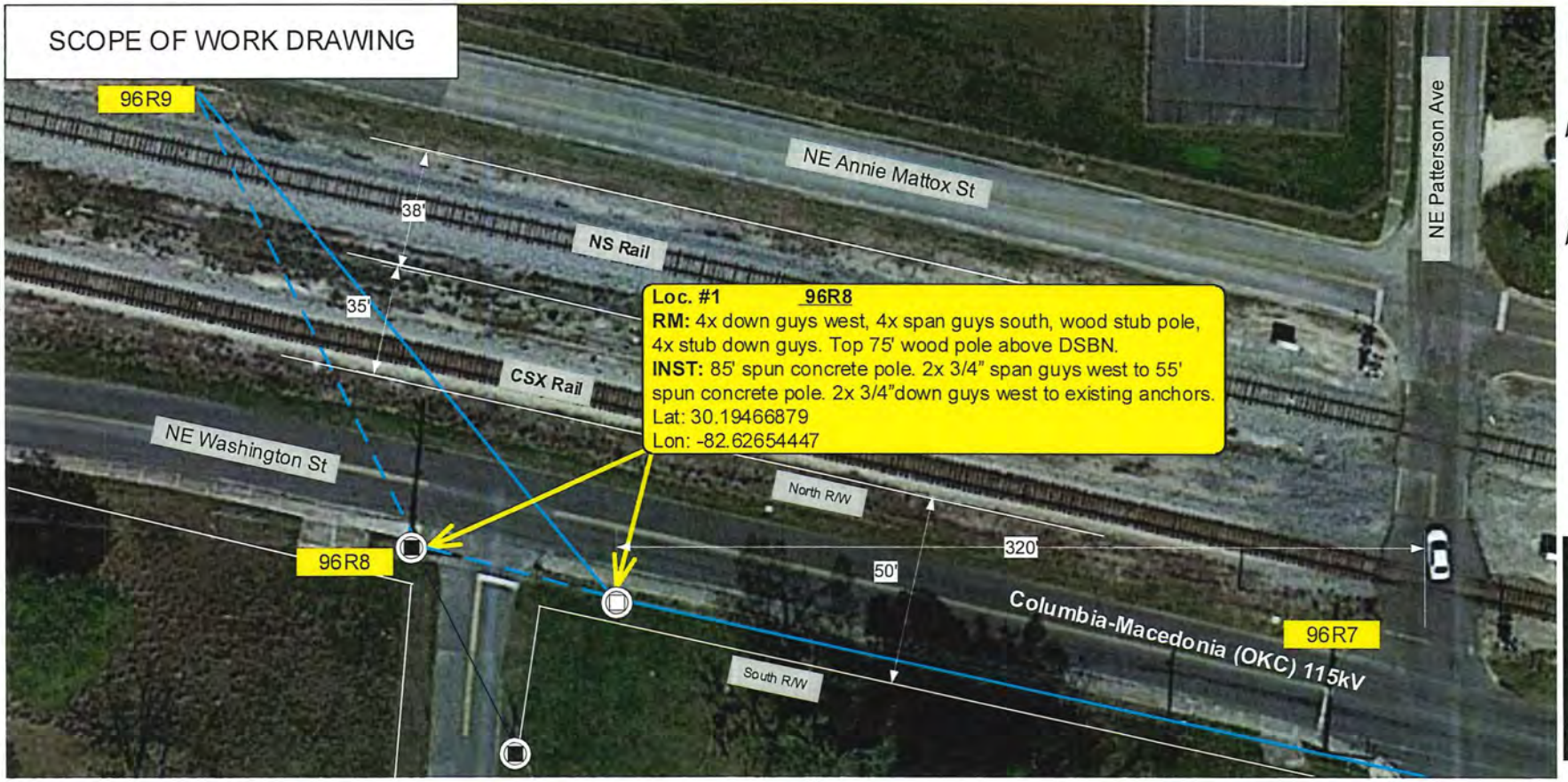
Approval by Board of County Commissioners, Columbia County, Florida:

YES ( ) NO ( )

Date Approved: _____

Chairman's Signature: _____

SCOPE OF WORK DRAWING



CONDUCTOR INFORMATION:
556 ACSR/AZ
1x .602 OPGW 12 FIBER

= Existing to be removed

=Proposed to be installed

Drawing not to scale

AS-BUILT CREW PRINT

FOREMAN'S SIGNATURE DATE

ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN AND VERIFIED TO BE WITHIN FPL STANDARDS. VALUES ARE SHOWN AT ALL LOCATIONS

FOREMAN'S SIGNATURE DATE

JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS BUILT PRINT OR BILL OF MATERIAL CHANGES ARE STATED ON JOB INSTRUCTIONS OR INVENTORIES

SUPERVISOR'S SIGNATURE DATE

DESIGNED BY: **FW&A, ED WISSER (904-235-3556)** **January-19**

PERMITS: **FAA** FDOT **NO** R/R CROSSING **YES** ENVIRONMENTAL

OTHER:

POLE(S): **YES** EASEMENT **YES** ROAD RIGHT OF WAY **YES** PERMIT

UPDATE RECORDS: ORION **X** ROUTE-OF-LINE **E-36443 1 SHEET**

PHASING DIAGRAM: DRAWING NO.(S)

FPL

TRANSMISSION WORK ORDER
T00000021167

LINE NAME:
COLUMBIA-MACEDONIA (OKC) 115KV

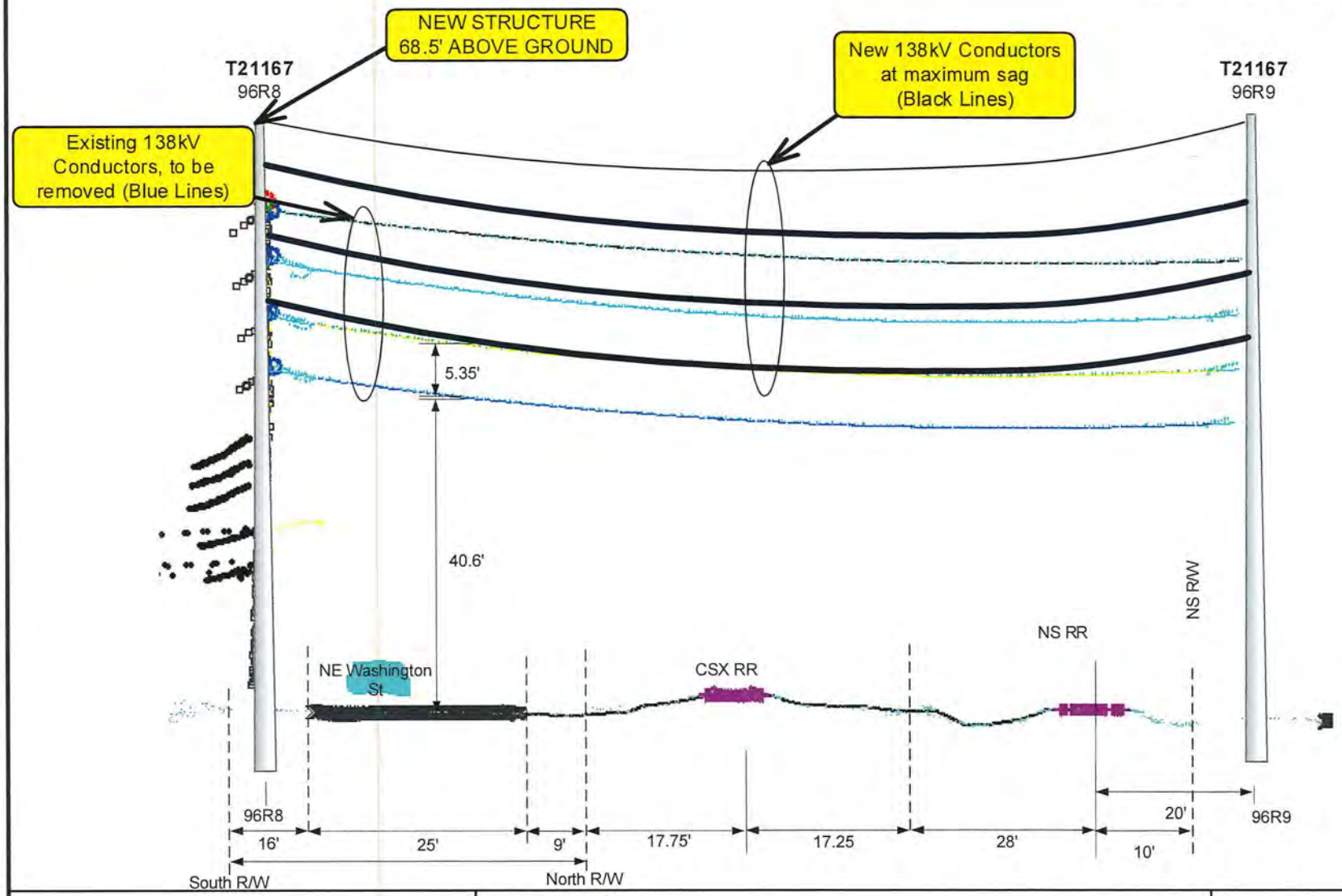
LINE SECTION:
COLUMBIA TAP-TUSTENUGEE TAP

COUNTY: COLUMBIA

DESCRIPTION:

Replace 96R8.

CROSS SECTION VIEW LOOKING WEST



Elevation
Sheet 2 of 3

NOT TO SCALE

Fred Wilson & Associates, Inc.
Consulting Engineers
C.A. NO. 7188 • 904-398-8636
3970 Hendricks Avenue • Jacksonville, FL 32207

COUNTY: Columbia

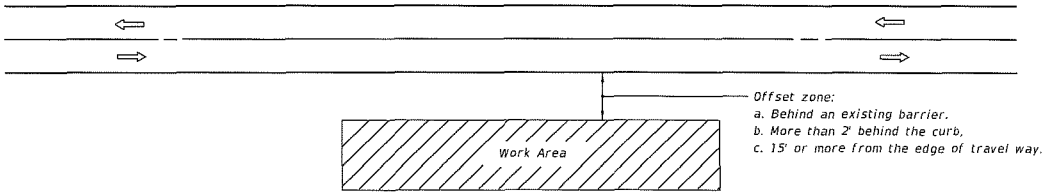
PICTURE
LOOKING SOUTHWEST

Picture
Sheet 3 of 3

NOT TO SCALE

Fred Wilson & Associates, Inc.
Consulting Engineers
C.A. NO. 7188 • 904-398-8636
3970 Hendricks Avenue • Jacksonville, FL 32207

COUNTY: Columbia



GENERAL NOTES

1. If the work operation (excluding 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 102-602.
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 TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index 102-660.
5. For general TCZ requirements and additional information, refer to Index 102-600.

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.

10/30/2018 9:19:47 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX	SHEET
11/01/17						102-601	1 of 1

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Approve the County's acceptance of Executive Glen for maintenance.

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Memo

Date: **July 23, 2019**

To: **Ben Scott, County Manager**

From: **Kevin Kirby, AssistantCounty Manager**

RE: **Executive Glen**

I have inspected the construction of the above referenced roadway and verify that all plans and specifications have been complied with. Therefore, I am recommending that Columbia County accept this road for maintenance going forward.

If you should need any additional information, please contact me.

Cypress Lakes Connector Road

New Road Construction

Construction Documents

July 17, 2019

Table of Contents

GEO-TECH, INC.

E-MAILED 6/11/19 Tori Humphries

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project No.: 19-5595.30G
Date of Test: May 15, 2019
Project Name: Connector Road
Lake City, Florida
Area of Test: Limerock, Subgrade, Asphalt

WIDTH & DEPTH DETERMINATIONS

Location		Thickness		
		Left	Right	Req'd.
Connector Road Approx. 20' North of Excutive Dr. East Lane	Subgrade	12½"		12"
	Limerock	6¼"		6"
	Asphalt	2"		1½"
Connector Road Approx. 20' North of Excutive Dr. West Lane	Subgrade	13"		12"
	Limerock	6"		6"
	Asphalt	2"		1½"

Field Technician: LV
Remarks: Geo-Tech only checked for thickness.

The above tests were performed and reported in accordance with the referenced specifications.

mr

DAVID ANTHONY CAPPA LICENSE No 58834 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58834

6/11/19

GEO-TECH, INC.
ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

Modified Proctor Test (AASHTO T180; ASTM D-1557)
Atterberg Limits (AASHTO T89 & T90; ASTM D-4318)
No. -200 Sieve Analysis (ASTM D-1140 or T88 wash only)

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Date: March 4, 2019
Project No.: 19-5595.25G
Project Name: Cypress Lake, Lake City

Modified Proctor Results
(T180 / D-1557)

Location:	Stockpile
Maximum Density (pcf):	108.4
Optimum Moisture (%):	9.8
Sample Description:	Brown/Tan Sand
Sample Number:	1
Sample Date:	February 28, 2019
Method:	B

Atterberg Limits Results
(T87, T89, and T90)

LL = N/A
PL = N/A
PI = N/A

No. -200 Sieve Analysis Results
(D-1140 or T88 wash only)

Passing -200 Sieve (%): N/A

DAVID ANTHONY CAPPA * LICENSE No. 58334 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/cw

March 26, 2019
Project No.: 19-5595.25G

LIMEROCK BEARING RATIO TEST

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project: Cypress Lake, Lake City

Date Tested: March 24, 2019

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	STA 13+00
Maximum Density (pcf):	117.2
Optimum Moisture (%):	10.2
LBR Value:	134
Sample Description:	Sand with Clay and Limerock
Sample Date:	March 16, 2019
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A Cappa, P.E. Of
Florida Registration No. 58334

DAC/cw

GEO-TECH, INC.
ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project No.: 19-5595.25G
Date of Test: March 20, 2019
Project Name: Cypress Lake, Lake City
Area of Test: Subgrade

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft^3	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft^3	PERCENT FIELD MOISTURE	PERCENT DENSITY
Connector Road					
STA 11+00, Left of CL Final Grade	117.2	10.2	116.3	6.9	99.2
STA 13+00, Right of CL Final Grade	117.2	10.2	115.5	6.1	98.5

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: CC

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

cw

P.O. BOX 5817 • GAINESVILLE, FLORIDA 32627 • PHONE: (352) 372-1274 • FAX: (352) 372-2721

GEO-TECH, INC.

Engineering Consultants in Geotechnical • Environmental • Construction Materials Testing

FIELD DENSITY WORKSHEET

CLIENT Wilks Site Prep — DATE 3-2019

PROJECT NO. ____

PROJECT NAME Cypress Lake Connector RD — PERMIT NO. ____

EARTH CONTRACTOR Lake City — TESTED BY CE

COMPACTION REQUIREMENT (%) 98 — ☐ Standard Proctor ☑ Modified Proctor — FIELD CONTACT ____

TOTAL ON-SITE TIME ____ — MILES FROM OFFICE ____

☐ Limerock ☑ Subgrade ☐ Pipe Backfill ☐ Building Pad ☐ Building Footing ☐ Other ____

TEST LOCATION	LAB PROCTOR DENS.	LAB PROCTOR OMC	TEST DEPTH	PROBE DEPTH	% MOIST.	WET DENSITY (PCF)	DRY DENSITY (PCF)	% COMP.
Connector RD Sta 11+00 L of E	117.2	10.7	F6	12"	6.9	124.3	116.3	99.2
" " " 13+00 Rt of E	"	"	"	"	6.1	122.5	115.5	98.5

REMARKS ____

* Density failed to meet minimum project requirement

** Retest indicates minimum density requirement was obtained.

( ) Client is aware of unsatisfactory test results.

GEO-TECH, INC.
ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project No.: 19-5595.25G
Date of Test: March 22, 2019
Project Name: Cypress Lake, Lake City
Area of Test: Limerock

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft^3	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft^3	PERCENT FIELD MOISTURE	PERCENT DENSITY
Connector Road STA 11+50, Right of CL Final Grade	113.0	13.5	112.4	9.6	99.5
STA 13+50, Left of CL Final Grade	113.0	13.5	111.7	8.4	98.8

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: CC

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

cw

P.O. BOX 5817 • GAINESVILLE, FLORIDA 32627 • PHONE: (352) 372-1274 • FAX: (352) 372-2721

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project No.: 19-5595.25G
Date of Test: March 26, 2019
Project Name: Cypress Lake, Lake City
Area of Test: Limerock & Pipe BackFill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Connector Road STA 10+00, Left of CL (Subgrade) 1' ↑ Pipe	117.2	10.2	115.9	7.0	99.0
STA 10+00, Right of CL (Limerock) Final Grade	113.0	13.5	111.7	9.6	98.8

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 8" & 12" Thickness
Field Technician: CC

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E. 7/1/19
David A. Cappa, P.E. OF
Florida Registration No. 58334

cw

GEO-TECH, INC.

Engineering Consultants in Geotechnical • Environmental • Construction Materials Testing

FIELD DENSITY WORKSHEET

CLIENT Wilks Site Prep — DATE 3-26-19

PROJECT NO. ____

PROJECT NAME Cypress Lake Connector RD — PERMIT NO. ____

EARTH CONTRACTOR " Lake City — TESTED BY CC

COMPACTION REQUIREMENT (%) 98 — ☐ Standard Proctor ☒ Modified Proctor — FIELD CONTACT ____

TOTAL ON-SITE TIME ____ — MILES FROM OFFICE ____

☑ Limerock ☒ Subgrade ☐ Pipe Backfill ☐ Building Pad ☐ Building Footing ☐ Other ____

TEST LOCATION	LAB PROCTOR DENS.	LAB PROCTOR OMC	TEST DEPTH	PROBE DEPTH	% MOIST.	WET DENSITY (PCF)	DRY DENSITY (PCF)	% COMP.
Connector RD Sta # 10+00 Left S/G	117.2	10.2	1'0"P	12"	7.0	124.0	115.9	99.0
" " " " R.C.E. 4/R	113.0	13.5	FG	8"	9.6	122.4	111.7	98.8

REMARKS ____

* Density failed to meet minimum project requirement

** Retest indicates minimum density requirement was obtained.

( ) Client is aware of unsatisfactory test results.

1016 S.E. 3RD AVENUE • OCALA, FLORIDA 34471 • (352) 694-7711

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

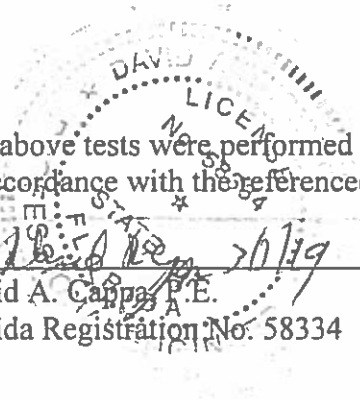
Client: Wilks Site Prep
8849 SW 15th Court
Trenton, FL 32693

Project No.: 19-5595.25G
Date of Test: February 26, 2019
Project Name: Cypress Lake, Lake City
Area of Test: Curb Pad

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Connector Road						
STA 11+00, Left Curb	Final Grade	113.0	13.5	112.6	9.8	99.6
STA 13+00, Left Curb	Final Grade	113.0	13.5	111.4	8.3	98.6
STA 13+00, Right Curb	Final Grade	113.0	13.5	112.0	8.6	99.1

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 4" Thickness
Field Technician: CC



The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

jk

GEO-TECH, INC.

Engineering Consultants in Geotechnical • Environmental • Construction Materials Testing

FIELD DENSITY WORKSHEET

CLIENT Wilks Site Prep — DATE 2-26-19

PROJECT NO. ____

PROJECT NAME Cypress Lake S/D Lake City — PERMIT NO. ____

EARTH CONTRACTOR ____ — TESTED BY CO

COMPACTION REQUIREMENT (%) 98 — ☐ Standard Proctor ☒ Modified Proctor — FIELD CONTACT ____

TOTAL ON-SITE TIME ____ — MILES FROM OFFICE ____

☐ Limerock ☐ Subgrade ☐ Pipe Backfill ☐ Building Pad ☐ Building Footing ☒ Other curb Pad

TEST LOCATION	LAB PROCTOR DENS.	LAB PROCTOR OMC	TEST DEPTH	PROBE DEPTH	% MOIST.	WET DENSITY (PCF)	DRY DENSITY (PCF)	% COMP.
Connector Rd Sta# 11+00 L. curb	113.0	13.5	F.G.	4"	C/A	123.6	112.6	99.6
" " 13+00 L. curb	"	"	"	"	8.3	120.6	111.4	98.6
" " 13+00 R. curb	"	"	"	"	8.6	121.6	112.0	99.1

REMARKS * Final Clean

* Density failed to meet minimum project requirement

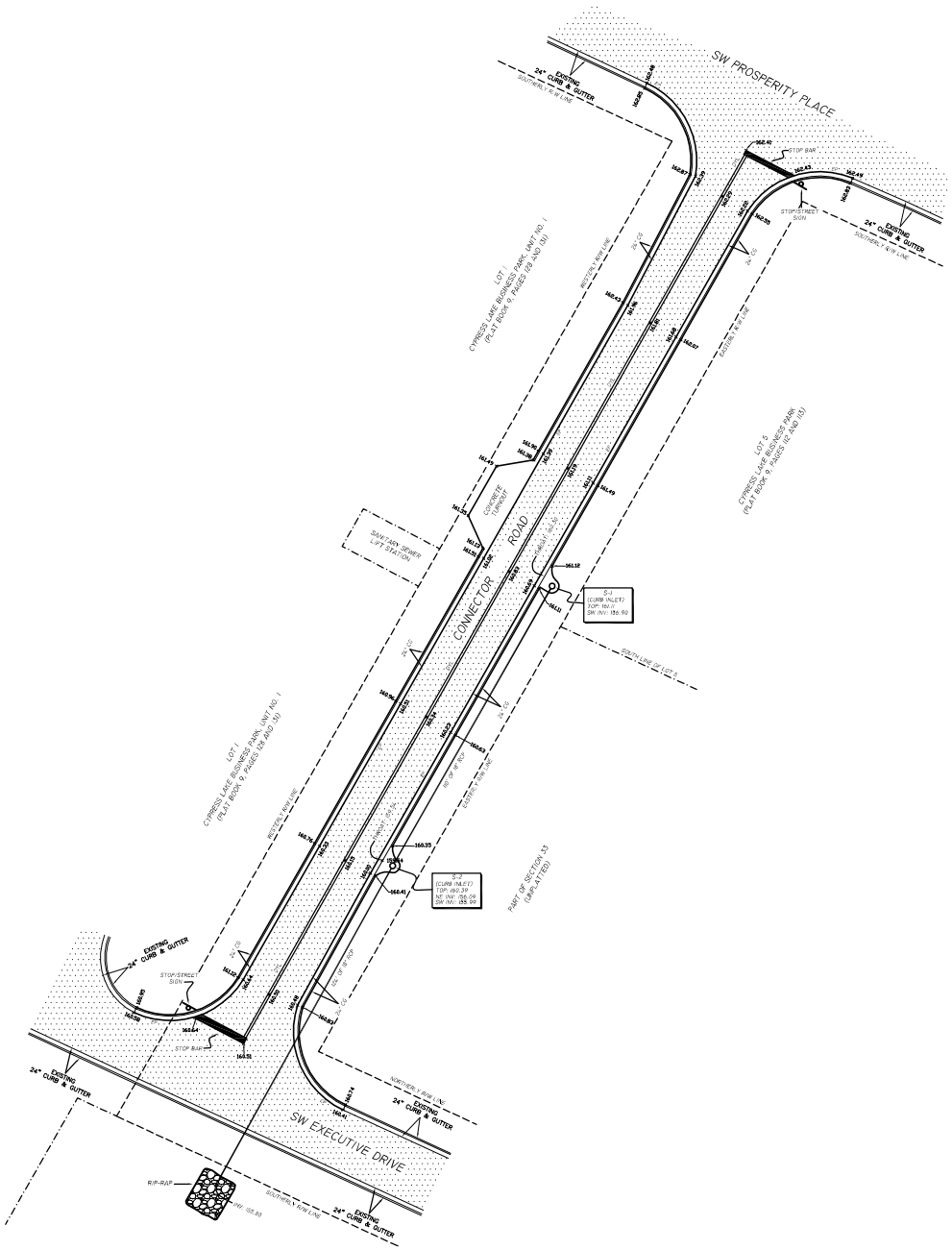
** Retest indicates minimum density requirement was obtained.

( ) Client is aware of unsatisfactory test results.

AS-BUILT SURVEY OF CONNECTOR ROAD IN SECTION 33 TOWNSHIP 03 SOUTH, RANGE 16 EAST COLUMBIA COUNTY, FLORIDA.

NORTH

1" = 20 FT. SCALE



ABBREVIATIONS

CONC. – CONCRETE
IP – IRON PIPE
REB. – REBAR
ST. – STREET
AVE. – AVENUE
NO ID – NO IDENTIFICATION
FD. – FOUND
CM – CONCRETE MONUMENT
± – MORE OR LESS
ORB – OFFICIAL RECORDS BOOK
PG – PAGE(S)
(FM) – FIELD MEASURED
(P) – PLAT
(D) – DEED
(C) – CALCULATED
(R) – RECORD
O/S – OFFSET
FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION
P.C. – POINT OF CURVATURE
P.T. – POINT OF TANGENCY
P.I. – POINT OF INTERSECTION
P.R.C. – POINT OF REVERSE CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
R – RADIUS
R/W – RIGHT-OF-WAY
P.C.P. – PERMANENT CONTROL POINT
P.R.M. – PERMANENT REFERENCE MONUMENT
EP – EDGE OF PAVEMENT
EG – EDGE OF GRADE
CG – CURB AND GUTTER
ST. MH – STORM MANHOLE
SS. MH – SANITARY SEWER MANHOLE
ELEV. – ELEVATION
B.M. – BENCHMARK
℄ – CENTERLINE
RCP – REINFORCED CONCRETE PIPE
INV – INVERT

NOTES

1) THIS IS NOT A BOUNDARY SURVEY. NO BOUNDARY INFORMATION PROVIDED BY THIS SURVEY.
2) DISTANCES MEASURED IN U.S. FEET.
3) COORDINATES AND BEARINGS BASED ON CONSTRUCTION PLANS OF CYPRESS LAKE CONNECTOR ROAD PROVIDED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC. (DATED 6-15-17).
4) ELEVATION BASED ON CONSTRUCTION PLANS OF CYPRESS LAKE CONNECTOR ROAD PROVIDED BY NORTH FLORIDA PROFESSIONAL SERVICES, INC. (DATED 6-15-17).

TIMOTHY B. ALCORN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6332
DATE: MAY 21, 2019

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

FOR: WILKS SITE PREP, INC.

SCALE: 1" = 20'	DATE SURVEYED: 05-15-19	DATE DRAWN: 05-21-19
REVISION	APPROVED BY:	DRAWN BY: SH

J. SHERMAN FRIER & ASSOCIATES, INC.
LAND SURVEYORS CERTIFICATE OF AUTHORIZATION – LB# 7170
130 W. HOWARD STREET, LIVE OAK, FL 32064
PHONE: 386-362-4629 EMAIL: jsfs@atlanticbroom.net
FAX: 386-362-3270

DRAWING NUMBER: 11-14-2019 CONNECTOR ROAD ASBUILT

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 26, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Accept quote from Reed Roofing in the amount of $12,379 to replace roof on home occupied by Director of Landfill.

2. Recommended Motion/Action:

Approve quote from Reed Roofing in the amount of $12,379.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 40134005343046

Memo

Date: July 26, 2019

To: Ben Scott, County Manager

From: Kevin Kirby, Assistant County Manager

RE: Roof Replacement

The roof on the home currently occupied by Ed Lontz at the landfill is in need of replacement.

Attached are three quotes. The low quote is from Reed Roofing in the amount of $10,420. If an energy efficiency barrier is installed the cost would be a total of $12,379.

I recommend that we accept the quote from Reed Roofing including the energy efficiency barrier and proceed as soon as possible.

Thank you.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529 LAKE CITY, FLORIDA 32056-1529 PHONE (386)755-4100

REED ROOFING
(386) 752-4072
Free Estimates
Quality Guaranteed
License # CCC 1330117

Don Reed Construction, Inc.
2230 SE Baya Dr.
Lake City FL 32025
386-752-4072
paulmcdaniel.drc@gmail.com
donreedconstruction.com

ESTIMATE

Bill To
Donnie Dupree
1084 NW Oosterhoudt Lane
Lake City
Fl
386-867-0953

Estimate#	EST-008566
Estimate Date	07/22/2019

Item & Description	Qty	Rate	Amount
A METAL ROOF as Follows: 1. Install pine 1x4's on 24" centers over existing shingles. 2. 29 ga non-painted galvalume Ultra-Rib roof panels (exposed fastener) w/ZAC screws. 3. 29 ga eave drip, valley metal, flashing, vent boots and ridge vent. 4. Install new torch down roofing on low slope roof on back of house. 5. Remove and properly dispose of all debris. *No soffit/fascia included in this estimate.	0	9,538.00	0.00
RADIANT BARRIER INSULATION:	0	1,959.00	0.00
UPGRADE TO VALSPAR PAINTED METAL (Excludes Metallic Copper)	0	882.00	0.00
UPGRADE TO 26ga METAL	0	1,143.00	0.00
ROTTEN WOOD REPLACEMENT Rotten wood, if any, will be replaced for an additional charge of $60.00 per man hour plus materials used.	0	60.00	0.00
SATELLITE DISHES *Satellite dishes have to be removed and reinstalled during a new roof installation, however we cannot guarantee proper positioning will be achieved. A service call from your provider may be necessary and any costs associated will be at home owner's expense.	0	0.00	0.00

1) We always clean up and sweep yard with magnetic sweeper
2) Quote good for 30 days.
3) We provide a 3 yr leak proof warranty (if ZAC screws are used), a 40 yr mfr wty on painted metal, a 25 yr mfr wty on unpainted metal, documentation for you to use for energy credit on the metal and Radiant barrier insulation.
4) There is a 3% up charge for the use of a credit card.
5) Homeowner is responsible to notify Reed Roofing of any ceilings that are thin enough for our roof nails to protrude through (such as tongue and groove ceilings). If not notified, homeowner is responsible for any damage.

Sub Total	0.00
Total	**$0.00**

$10,420.00
+ Barrier $1,959.00
TOTAL. $12,379.00

LEWIS WALKER ROOFING INC.

1-866-WLW-ROOF

Serving over 50 counties in North Florida & South Georgia
RESIDENTIAL: Lake City, Live Oak, Branford, Lake Butler, Starke, Jacksonville, Green Cove Springs, St. Augustine, Williston, Valdosta
COMMERCIAL: Serving the South Eastern United States
Mailing: P.O. Box 554 Lake Butler, FL 32054
Fax: 386-496-0925

Proposal No. 1221

DATE: 8-17-19

PROPOSAL SUBMITTED TO:

NAME: Columbia County
ADDRESS:
ATTN Donnie Dupree
PHONE: 386-867-0953

WORK TO BE PERFORMED AT:

ADDRESS:
225 NE Coach Andecs Ln
Lake City, FL 32055
Richardson Comm Center

Lewis Walker Roofing, Inc. hereby proposes to furnish the materials and perform the labor necessary for the completion of:

Lewis Walker Roofing, Inc. agrees to furnish and install the following:

- ✓ 1. 1 x 4 pine purlins on 2' centers OVER EXISTING SHINGLES
- ✓ 2. Eave drip, valley metal and rake/corner
- ✓ 3. All other flashings, sealants and fasteners will be included.
- ✓ 4. 29 ga. Tuff Rib metal roof panel — Galvalume or (Painted) — Color of Metal _____
- 5. 26 ga. Tuff Rib metal roof panel — Galvalume or Painted — Color of Metal _____
- ✓ 6. All required permits and inspections.

Guaranteed Best Service
Guaranteed Best Warranties
Guaranteed Best Prices

*Energy Star Colors Now Available

This will conclude a water-tight roof system

Warranties as follows:

✓ 40 year manufacturers warranty on materials

✓ Lewis Walker Roofing, Inc. will issue a Lifetime Workmanship Warranty

29GA PAINTED METAL ROOF $ 11,220

✓ Any woodwork is additional labor, plus materials
✓ Woodwork is $25.00 per hour
✓ Grounds will be magnetized
✓ Yard will be cleaned daily

Comments: 15x14 Flat roof / remove, install tapered 1/4" insulation
AN 2ply white S.A. roll roofing
5yr workmanship warranty 2,680.00

TOTAL COST Dollars ($ 13,900.00)

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully Submitted: _____

THE TOTAL AMOUNT SHALL BE DUE UPON COMPLETION.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

Proposal

O'Neal Roofing, Inc.
212 SE Hickory Drive
Lake City, Florida 32025
386-752-7578
www.onealcompanies.com

No. 000658

Date 7/24/2019

PROPOSAL SUBMITTED TO	PHONE	OTHER PHONE
CCBCC ATT:DONNY DUPREE	E-MAIL ADDRESS	FAX NUMBER
	JOB NAME: 1084 NW OOSTERHOUDT LANE, LAKE CITY, FL RE-ROOF	
	JOB LOCATION: 1085 NW OOSTERHOUDT LANE LAKE CITY, FL	

We hereby submit specifications and estimates for:
(may be continued on subsequent pages, see page numbering above)

29 GAUGE METAL REROOF

1. INSTALL 1"X4" PURLINS(2 FT. CENTERS), INSTALL NEW ROOF EDGE, NEW GABLE TRIM, NEW RISDGE CAP, NEW VALLEY METAL, NEW PIPE FLASHINGS, AND NEW 29 GAUGE SCREW DOWN PANEL ROOF.
2. REMOVE EXISTING LOW SLOPE ROOFING MATERIAL AND INSTALL NEW 60 MIL TPO ROOF SYSTEM WITH TPO CLAD ROOF EDGE.

NOTES:
1. ANY BAD WOOD REPLACED SHALL BE CHARGED EXTRA.
2. ROOF SHALL BE GUARANTEED FREE OF DEFECTS AND WATERTIGHT FOR A PERIOD OF FIVE YEARS FROM DATE OF COMPLETION(LABOR ONLY, METAL WARRANTY SEE MANUFACTURERS WARANTY).
3. IF ACCEPTED, SIGN AND RETURN.

We Propose hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

FIFTEEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS 80/100 dollars ($ 15,580.80)

Payment to be made as follows:

DEPOSIT OF $15,581.00

Terms and Conditions:
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note:This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Date of Acceptance:

Signature:

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Kevin Kirby **Department:** Public Works

Division Manager's Signature:

1. Nature and purpose of agenda item:

Approval after the fact for a quote for timber harvesting on parcel 03960-001, site of F.W. parking lot from North Florida Timber Dealers, Inc,

2. Recommended Motion/Action:

Approve quote for timber harvesting on parcel 03960-001 from North Florida Timber Dealers, Inc.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Memo

Date: July 23, 2019

To: Ben Scott, County Manager

From: Kevin Kirby, AssistantCounty Manager

RE: Ft. White Parking Lot Parcel 03960-001

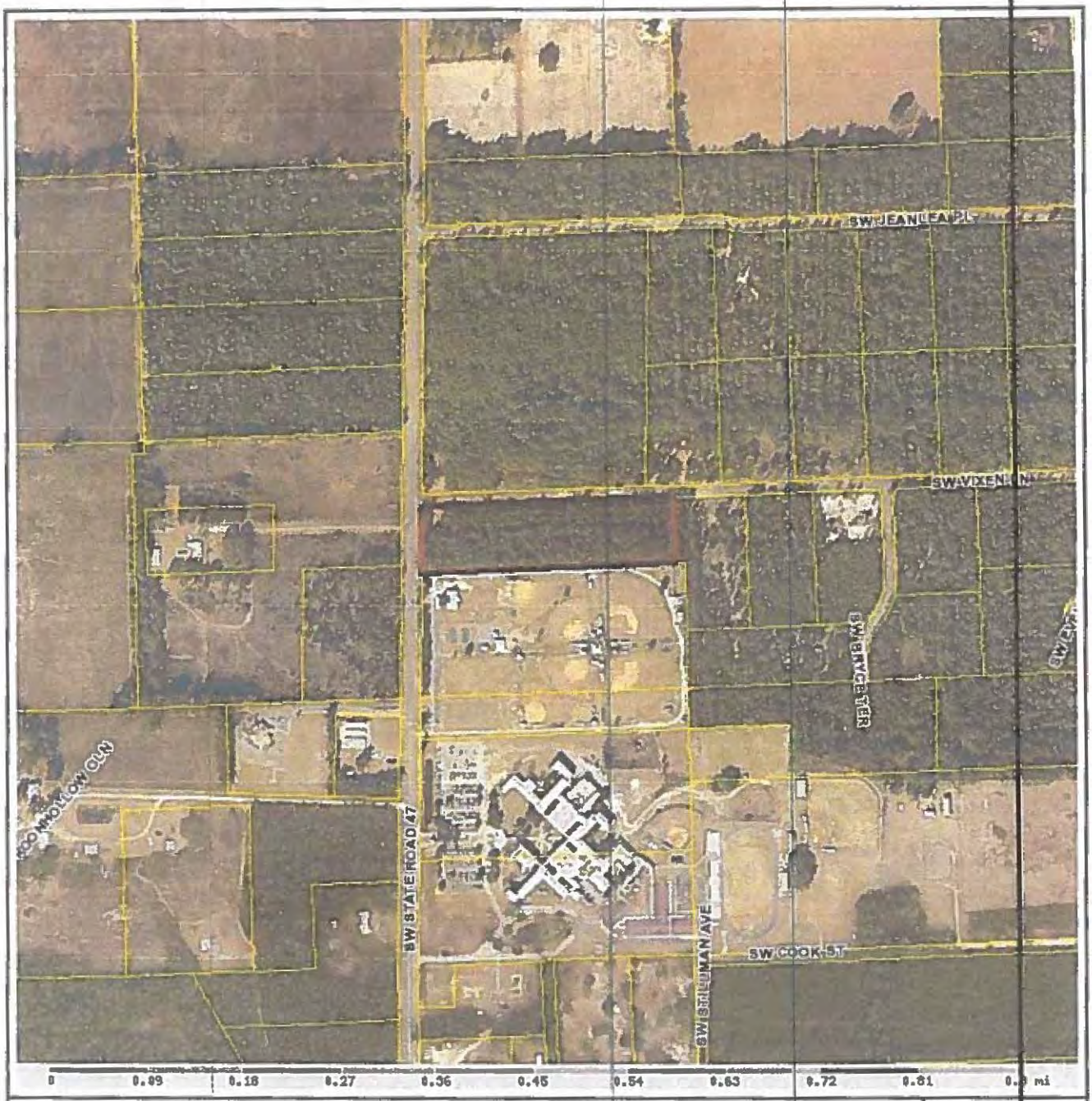
In order to proceed with the above referenced capital improvement project, land clearing was necessary.

Attached are three (3) quotes for the timber harvesting on the parcel. North Florida Timber Dealers, Inc. provided the best quote. Due to the fact that North Florida Timber Dealers had such a small window in which to perform this work, approval of their quote is after-the-fact.

If you should need any additional information, please contact me.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529 LAKE CITY, FLORIDA 32056-1529 PHONE (386)755-4100



Columbia County Property Appraiser

Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 28-6S-16-03960-001 - TIMBERLAND (005500)

COMM AT SE COR OF NE1/4 OF SE 1/4, RUN N 629 FT, W 42.30 FT FOR POB, CONT W 1300.93 FT. TO E R/W OF S R 47, N ALONG R/W 287.62 FT, NE ALONG CURVE 45.6

Name: MILLENNIUM TRUST COMPANY, LLC

Site:

Mail: CUSTODIAN FBO ERNEST R VARGAS
TRADITIONAL IRA
2001 SPRING RD SUITE 700
OAKBROOK, IL 60523

Sales	12/10/2015	$100.00	V / U
Info	12/20/2010	$100.00	V / U

2018 Certified Values

Land	$0.00
Bldg	$0.00
Assd	$3,388.00
Exmpt	$0.00
Taxbl	Cnty: $3,388 Other: $3,388 | Schl: $3,388

NOTES:

NORTH FLORIDA TIMBER DEALERS, INC.
P.O. Box 1507 · Lake City, Florida 32056
(386) 752-6646 · (386) 752-7187

5/28/19
To: Columbia County
C/O - Kevin Kirby
From: Herbert Thomas

Timber Prices Per TON
Ft White Tract -
See: Attached Aerial For Location

1. Pine - Pulpwood - $13.00 PER TON

2. Hard Wood Pulpwood - $7.00 PER TON

3. Fuel Chips - $0.00

NOTE: Need to use Chipping Crew. Do not know when we can do job. Will do as quick as possible.

If you have any question Please Call.

Thanks
Herbert Thomas

Clint Pittman

From: Cole Schwab <cschwab50@gmail.com>
Sent: Tuesday, May 28, 2019 12:38 PM
To: Clint Pittman
Subject: Re: Clearing Price

Yes that's correct.

Sent from my iPhone

> On May 28, 2019, at 10:55 AM, Clint Pittman <clint_pittman@columbiacountyfla.com> wrote:
>
> Thanks Cole as far as the time frame for cutting it would be end of
> June, f= irst of july when your cutting down the road at my place correct?
>
> Clint Pittman
> Director=20
> Columbia County Landscape & Parks=20
> 386-719-7545
> 386-719-7544 fax=20
> Clint_pittman@columbiacountyfla.com=20
>
>
> -----Original Message-----
> From: Cole Schwab <cschwab50@gmail.com>=20
> Sent: Tuesday, May 28, 2019 10:17 AM
> To: Clint Pittman <clint_pittman@columbiacountyfla.com>
> Subject: Clearing Price
>
> Clint,=20
>
> After taking a look at the 9 acres in Columbia county and pricing the
> tract= , we can simply remove the wood at no cost to you. Due to the
> small size of= the tract no stumpage will be given. Keep in mind we
> will be working close= by and will easily able to harvest this tract
> with no problem.=20
>
> Thanks,
>
> Cole Schwab=20

Download Full screen

Sh

Shelton Feagle Timber

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Ed Lontz **Department:** Solid Waste

Division Manager's Signature:

1. Nature and purpose of agenda item:

FY 19/20 Small County Consolidated Solid Waste Grant Agreement

2. Recommended Motion/Action:

Approval

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 401-5340-534.30-34

M E M O R A N D U M

TO: Kevin Kirby, Assistant County Manager

FR: Pam Davis, Assistant Solid Waste Director

DATE: July 25, 2019

RE: FY19/20 Small County Consolidated Solid Waste Grant Agreement

---

Please find attached the above referenced grant agreement along with attachments. This grant is from the Florida Department of Environmental Protection and utilized to assist in the cost of litter removal on county roads. The Grant amount it $90,909.

Upon approval, please have the chairperson execute the contract by signing page two and return to our department so that we can submit it electronically.

Please advise if you have any questions regarding this information.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Columbia County Small County Consolidated Solid Waste Management Grant

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type: **Local Government**

Grantee Address: **Post Office Box 1529, Lake City, Florida 32056-1529** FEID: **59-6000564** (Grantee)

3. Agreement Begin Date: **October 1, 2019** Date of Expiration: **September 30, 2020**

4. Project Number: **SC004** *(If different from Agreement Number)* Project Location(s): **Columbia County**

Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding: **$90,909.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**2019-20 GAA Line Item #1723**	**$90,909.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$90,909.00**

6. Department's Grant Manager

Name: **Fletch Herrald** or successor

Address: **2600 Blair Stone Road** **Tallahassee, Florida 32399-2400**

Phone: **(850) 245-8710**

Email: **fletcher.herrald@dep.state.fl.us**

Grantee's Grant Manager

Name: **Ed Lontz** or successor

Address: **1347 NW Oosterhoudt Lane** **Lake City, Florida 32055**

Phone: **(386) 752-6050 ext. 1549**

Email: **elontz@columbiacountyfla.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Additional Exhibits (if necessary): **Exhibit 1 Tonnage Summary Report**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

    iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SC004

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Columbia County Small County Consolidated Solid Waste Management grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Columbia County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Columbia County (Grantee) received funding from the Florida Legislature in the amount of $90,909.00, through Specific Appropriation Line Item No. 1723, Solid Waste Management Trust Fund, Fiscal Year (FY) 2019-20 General Appropriations Act. The Grantee meets the threshold for a small county (population under 100,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its roadside litter control program. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: Roadside litter removal will be completed along 514 miles of roadways maintained by the Grantee. The litter debris ill be collected from the roadways throughout Columbia County and then transported and disposed of in the Winfield Solid Waste Facility, which is located at 1347 NW Oosterhoudt Lane, Lake City, FL 32055.

PROJECT BACKGROUND: The Grantee currently maintains 514 miles of roadways within Columbia County and removes an average of 30 tons of illegally dumped materials collected annually and disposed of at the Grantee maintained landfill, Winfield Solid Waste Facility. Funds provided through this agreement allow the grantee to pay the contractual labor cost to pick up the litter from county maintained roadways. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee, through a competitively procured vendor, Boone Improvements, performs (5) cycles annually, (October 1, 2019 through September 30, 2020) on 514 miles each cycle of litter collected by hand on county maintined roadways. Approximately 30 tons of materials are collected by the contractor annually and disposed of at the Winfield Solid Waste Facility. All potentially hazardous materials are removed from the authorized areas and disposed of through the County's hazardous wate program at a properly permitte disposal site..

Additional Narrative: The Grantee's roadside litter removal program needs occur on an on-going basis year round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee.

TASKS and DELIVERABLES:

Task #1: Roadside Litter Control
Deliverable(s): As part of an existing, competitively procured contract, the Grantee's contractor will pick up litter by hand along the 514 miles of roadways maintained by the Grantee. This roadside litter removal is part of the landscaping maintenance the contractor has been procured to complete on an annual basis, performed in five (5) cycles throughout the fiscal year (October 1, 2019 through September 30, 2020). The removed debris is disposed of at Winfield Solid Waste Facility, and all potentially hazardous materials removed are disposed of at a properly permitted waste disposal site. The Grantee will: 1) conduct site inspections along the 514 miles of Grantee-maintained roadways to monitor its contractor; 2) respond to any complaints of roadside litter that may be received from the public (complaints about roadside dumping will be addressed outside of this Agreement); and 3) work with local Department staff to address any concerns with proper maintenance of the roadways. The Grantee also encourages its area citizens to contact the Department regarding any environmental concerns, which the Department may use to address performance issues with the Grantee.
Documentation: The Grantee will submit a copy of the executed subcontract prior to any payment request for subcontracted work. The Grantee will submit copies of the paid invoices and checks. The invoices, provided by the contractor, will include reports of the waste collected, the disposal sites utilized and weight receipts. The Grantee will then use that documentation to complete either the **Tonnage Summary Report**, provided by the Department as

Exhibit 1 of this Grant Work Plan or its own comparable documentation. All documentation for deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review documentation for each deliverable to verify that it meets the specifications above. Upon review and written acceptance by the Department's Grant Manager of required documentation for deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Roadside Litter Control	10/1/2019	9/30/2020	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services (Subcontractor)	$90,909.00
	Total for Task: Contractual Services (Subcontractor)	**$**90,909.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services Total	$90,909.00
Total: Contractual Services Total	**$90,909.00**

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Exhibit 1
Tonnage Summary Report

Grantee may submit one (1) report for all disposals completed during the quarter. Complete a claim number for each disposal completed during the quarter. Attach additional pages, if necessary. Include copies of provider invoices and proof of payment for each claim. Comparable documentation may be submitted in lieu of this report.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Waste Tire	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Claim No: Click here to enter text. Date of Collection: Click here to enter a date.

Grantee (County) Name: Click here to enter text. Account No.: Click here to enter text.

Receipt/Invoice No.: Click here to enter text.

MATERIAL	DISPOSED (TONS)	FEE PER TON	TIPPING FEE TOTAL	FACILITY OR VENDOR USED/DESTINATION
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Household Solid Waste	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

I, Click here to enter text., certify that the information in this report is true and accurate, and that the disposal
(Grantee's Grant Manager)

operations have been completed in accordance with the terms and condition of DEP Agreement No. SC004 and as described in Attachment A, Grant Work Plan, of the Agreement.

Grantee's Grant Manager Name and Title:

Date:

Grantee's Grant Manager Signature:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit mist be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., 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 Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of 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 A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

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, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
SC004	DEP	2019-20	37.012	Small County Consolidated Waste Grant	$90,909	140134
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$90,909	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance

Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

   Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

   Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

   a. Indirect, overhead or administrative costs (excluding fringe benefits);

   b. Promotional items such as t-shirts and other items promoting the program;

   c. Cell phone usage;

   d. Attorney's fees or court costs;

   e. Civil or administrative penalties;

   f. Interest in real property;

   g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and

   h. Vehicles, unless authorized in Attachment 3 of this Agreement.

   Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

   Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.

b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.

c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.

d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.

e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**SC004**		
Grantee Name:	Columbia County Board of County Commissioners		
Grantee Address:	Post Office Box 1529, Lake City, Fl. 32056-1529		
Grantee's Grant Manager:	Ed Lontz	**Telephone No.:**	(386) 752-6050
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC004 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: SC004 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Paula Vann **Department:** Tourist Development

Division Manager's Signature:

1. Nature and purpose of agenda item:

Request permission to digitally sign the VISIT FLORIDA Map Advertisement contract for $10,000

2. Recommended Motion/Action:

Motion to approve VISIT FLORIDA Map Advertisement Contract for $10,000

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 107-5260-552.30-48 OPERATING EXPENDITURES / ADVERTISING

COLUMBIA COUNTY
TOURIST DEVELOPMENT COUNCIL

971 WEST DUVAL STREET • SUITE 145 • LAKE CITY • FLORIDA • 32055

MEMORANDUM

Date: July 25, 2019

To: David Kraus, Assistant County Manager

From: Paula Vann, Tourist Development Executive Director

Re: 2020 VISIT FLORIDA Map Advertisement - $10,000

Columbia County Tourist Development requests permission to digitally sign the VISIT FLORIDA 2020 Map agreement. This advertisement is budgeted in line item 107-5200-552.30-48 OPERATING EXPENDITURES / ADVERTISING.

Columbia County Tourist Development will partner Gilchrist County TDC to purchase a 3.4375"(W) x 9"(H) advertisement in the 2020 Official Florida Transportation Map through VISIT FLORIDA. The total advertisement cost is $10,000.

Columbia County Tourist Development will act as the buyer and project manager.

MEDIA INSERTION ORDER

VISITFLORIDA

2540 West Executive Center Drive, Suite 200
Tallahassee, FL 32301

VISIT FLORIDA Representative:
Brenna Dacks
/ bdacks@visitflorida.org

Advertiser	
Company:	Columbia County TDC
Address:	971 West Duval St. Ste. 145
City, State, Zip:	Lake City, FL 32055

Accounts Payable Contact	
Contact:	Paula Vann
Email:	pvann@columbiacountyfla.com
Phone:	(386) 758-1312

Contracting Organization	
Company:	Columbia County TDC
Contact:	Paula Vann
Address:	971 West Duval St. Ste. 145
City, State, Zip:	Lake City, FL 32055
Phone:	(386) 758-1312
Fax:	386-758-1311
Email:	pvann@columbiacountyfla.com
Insertion Order #:	66488
Client Reference #:	

Production Contact	
Contact:	Cody Gray
Email:	cgray@columbiacountyfla.com
Phone:	386-758-1312

Digital Production Contact	
Contact:	Cody Gray
Email:	cgray@columbiacountyfla.com
Phone:	386-758-1312

Product	Details	Start Date	End Date	Materials Deadline	Comments	Retail Price	Net Total
2020 Official Transportation Map: Full Panel	Full Panel on the Official Florida Transportation Map. Circulation 700,000. 3.4375"(W) x 9"(H).	1/1/2020	12/31/2020	10/10/2019		$12,000.00	$10,000.00

Notes/Special Instructions:

Total Retail Price:	$12,000.00
Discount:	$2,000.00
Total Net:	$10,000.00

Prices valid through: 09/01/2019

Terms & Conditions:

With respect to digital advertising only, this contract adheres to version 3.0 of the Interactive Advertising Bureau Terms & Conditions ("IAB T&Cs"): http://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf. However, in the instance of a conflict between this contract and the IAB T&Cs, the terms of this contract prevail.

Client/Agency hereby authorizes VISIT FLORIDA and its agents to deliver ad(s) and/or services of the above products and agrees to pay VISIT FLORIDA the total amount shown above. The required assets must be received by VISIT FLORIDA or its agent no later than Materials Deadline. Client/Agency shall not be relieved of any liability hereunder for failure to deliver assets by Materials Deadline even though such failure results in no publication or delivery of Client/Agency ad(s) and/or services.

VISIT FLORIDA reserves the right to reject any material(s) deemed objectionable. Materials are accepted and published on the representation that Client/Agency is authorized to publish entire contents thereof; VISIT FLORIDA will not be responsible for any claims or liability for such content and will not be responsible for errors in artwork. Jurisdiction and venue for any litigation ensuing from advertising placed with VISIT FLORIDA shall properly lie in Leon County, Florida.

This agreement may be modified only in writing. No oral representations shall supersede the terms of this agreement nor bind VISIT FLORIDA.

Billing Terms: VISIT FLORIDA will invoice all upon receipt of deliverables of campaign, unless otherwise stated. All invoices are due NET 15. An electronic copy of this agreement will be considered an original document.

Public Records: Notwithstanding anything to the contrary in the IAB T&Cs, VISIT FLORIDA adheres to Chapter 119, Florida Statutes ("F.S."), and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. Contractor shall fully cooperate with VISIT FLORIDA regarding its efforts to comply with the requirements of Florida's public records laws. As required by Section 288.1226(13)(a), F.S., VISIT FLORIDA will post this Agreement on VISIT FLORIDA's website. All communications, expenditure information, and any other information concerning this Agreement provided to VISIT FLORIDA may be made public at any point in time unless otherwise made confidential by Florida law. The terms of this paragraph prevail over anything to the contrary in the IAB T&Cs.

The undersigned (Client/Agency) agrees to the above terms and conditions.

Signature:

Email: pvann@columbiacountyfla.com

Signature:

Email: gllanes@visitflorida.org

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Paula Vann **Department:** Tourist Development

Division Manager's Signature:

1. Nature and purpose of agenda item:

Request to approve purchase of two Small Market Venue of the Year Plaques awarded to Southside Sports Complex.

2. Recommended Motion/Action:

Motion to approve purchase of two Small Market Venue of the Year plaques for $319.90

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 107-5290-552.31-56 OPERATING EXPENDITURES / SPORTS MARKETING

COLUMBIA COUNTY
TOURIST DEVELOPMENT COUNCIL

971 WEST DUVAL STREET • SUITE 145 • LAKE CITY • FLORIDA • 32055

MEMORANDUM

Date: July 25, 2019

To: David Kraus, Assistant County Manager

From: Paula Vann, Tourist Development Executive Director

Re: Small Market Venue of the Year Plaques

Columbia County Tourist Development requests approval of additional plaques purchased for the Small Market Venue of the Year Award. The two additional plaques are for promotional and recognition purposes. One of the plaques will be displayed in the Tourist Development office and utilized at trade shows. The second award will be displayed in the Coach's Building at Southside to promote the award-winning facility to tournament guests and promoters when touring Southside Sports Complex.

Paula Vann

From: Alden Rosner
Sent: Wednesday, June 26, 2019 4:26 PM
To: Danielle Beard; Paula Vann
Cc: Michelle Moore; David Kraus; Lauren Pope
Subject: RE: Plaques and other out of the ordinary expenses

Good afternoon Danielle,

The plaques were purchased in accordance with Resolution 2018R-12 as follows:

Paragraph 2 a: "Recognition awards, including but not limited to plaques, clocks, trophies, and other token items of appreciation recognizing the contributions of an individual, corporation, or group to the promotion of tourism in Columbia County and the State of Florida. Examples of individuals, corporations, or groups that may be recognized include but are not limited to hotel staff, restaurant staff, state park staff, or individual citizens whose efforts are deemed worthy of recognition by the Tourism Development Council"

- The plaque purchased for display at the Southside Sports Complex was purchased under this premise. The parks and landscape staff are responsible for the maintenance of the Southside Sports Complex. The Venue of the Year award is a direct result of the quality of their work. Per section 2a of the resolution, the award is recognition for the Parks and Landscape Department staff for their tireless efforts to create a first class sports tourism destination for the County.

Paragraph 3: "The language of this resolution is to be broadly construed as permitting expenditures which are reasonably related to and incurred in furtherance of the promotion or advertising of tourism"

- The plaque purchased for display at the Southside Sports Complex also falls under this section of the resolution. The award was won by the efforts of the department in furthering the promotion of sports tourism to Columbia County. The purchase of the plaques is reasonably related to, and was incurred in furtherance of promotion and advertising of sports tourism to Columbia County. The plaque purchased for the TDC office is to be used at trade shows as selling points for tournament promoters and events rights holders when discussing sports tourism in Columbia County, which is directly related to the furtherance of the promotion or advertising of sports tourism.

Paragraph 6: For purposes of demonstrating the legitimacy of an expense provided by this resolution, it shall only be necessary that the department or council articulate a logical nexus between an expense and the purpose of promoting tourism as provided by the Act.

- We won an award for our sports complex. We purchased replica plaques of the award to be used as recognition for a group's efforts to help promote tourism in the County, per paragraph 2a of Resolution 2018R-12. These plaques are also used at trade shows as selling points for tournament promoters and events rights holders when discussing sports tourism in Columbia County. Tournament promoters and events rights holders visit the offices of the TDC as well as the Southside Sports Complex, and it is a marketing imperative to reinforce the award to potential clients during these visits. Therefore, there exists a logical nexus that the expense incurred in the purchase of the plaques was incurred in the furtherance of promoting tourism (see Florida statute below) and in accordance with Resolution 2018R-12.

Florida statute 125.0104, Tourist development tax; procedure for levying; authorized uses; referendum; enforcement;

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;

Alden Rosner · Sports Marketing Director · ph: 386.719.1453 · email: arosner@columbiacountyfla.com

www.SpringsRUs.com

From: Danielle Beard
Sent: Wednesday, June 19, 2019 4:04 PM
To: Paula Vann <pvann@columbiacountyfla.com>; Alden Rosner <arosner@columbiacountyfla.com>
Cc: Michelle Moore <mmoore@columbiacountyfla.com>; David Kraus <david_kraus@columbiacountyfla.com>; Lauren Pope <lpope@columbiacountyfla.com>
Subject: Plaques and other out of the ordinary expenses

Alden,

Recently there was a purchase on the P-card at Awards4U for plaques. I've reviewed the memo attached as backup documentation. First, let me say, what a neat honor and opportunity for Southside and congratulations to everyone that worked hard to get the County recognized. I am sure this recognition continues to move Columbia County forward towards a top spot on preferred locations for sporting events.

The purchase of additional duplicates plaques does present a problem. I understand there may have been some encouragement or even a directive from a Board member or Commissioner. Please be aware that such a directive is not an automatic approval of public purpose and as the one purchasing items, it is your responsibility to ensure that is met. It is not the Clerk's office responsibility to prove that a public purpose does not exist. You may or may not be aware that once a purchase is made, if it is deemed not to meet a public purpose, the items must be returned or the County must be reimbursed. These plaques were quite expensive and I would hate for you to have to reimburse large expenses or really any expense at all.

So far in the memo, I don't see justification for the additional plaques. You've stated where they might be displayed, but that isn't justification for the purchase. Displaying an award that was given to the County makes perfect sense. Why would anyone want to hide that? However, the duplicates are the expense which must meet a public purpose. Please provide more detail on exactly how this meets a public purpose.

If nothing else, this purchase is arguably unnecessary. There would be better ways to continually notify the public of the award since we have two electronic signs that could easily display a message. It could be argued that more people passing through the County or driving by would see the signs rather than the plaques that are in places that

tourists/visitors might not even go. If we have said it once, we have said it a thousand times, on purchases that are unusual or might be questioned, the best practice is to have a discussion PRIOR to purchasing just to make sure there won't be any issues after the purchase is made, which might cause someone to have to reimburse the County.

Thanks for your help!

Danielle L Beard
Finance Director, BCC
Columbia County Clerk of Court
PO Box 1529
135 NE Hernando Ave
Lake City FL 32056-1529
Ph (386) 758-1152
Fax (386) 758-2182

AWARDS4U
RECOGNITION & PROMOTIONAL PRODUCTS

Receipt

05/24/2019

Thank you for your order!

497007

www.Awards4U.com
1387 E Lafayette Street
Tallahassee, FL 32301
Phone: (850) 878-7187
Fax: (850) 877-5753

Customer:

Columbia County Board of County Commissi
135 NE Hernando Ave
STE 203
Lake City, FL 32055-4004
Phone: 386-719-1453
Email: arosner@columbiacountyfla.com

Seller
Casey

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	P60445 - HIGH GLOSS ROSEWOOD PIANO SCALLOP BOARD, 14.25" x 21" 471302-2019.cdr	$ 137.95	2 ea	$ 275.90
2	Sale	SETUP COLOR MAGIC - PREP CHARGE	$ 10.00	1 ea	$ 10.00
3	Shipping	SHIP REC - SHIPPING & HANDLING UPS Ground quote per Dan	$ 34.00	1 ea	$ 34.00

Date	Payment	Amount
05/24/2019	VISA	$ 319.90

Received By:_____ Date:_____

REMIT TO:
1387 E Lafayette Street
Tallahassee, FL 32301

Subtotal:	**$ 319.90**
Sales Tax:	**$ 0.00**
Total:	**$ 319.90**
Paid:	**$ 319.90**
Difference:	**$ 0.00**

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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
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: July 25, 2019 **Meeting Date:** August 1, 2019

Name: Paula Vann **Department:** Tourist Development

Division Manager's Signature:

1. Nature and purpose of agenda item:

Request approval of new Xerox 60-month lease agreement with Marcotek.

2. Recommended Motion/Action:

Motion to approve Xerox lease agreement

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 107-5200-552.30-44 OPERATING EXPENDITURES / RENTAL & LEASES

COLUMBIA COUNTY
TOURIST DEVELOPMENT COUNCIL

971 WEST DUVAL STREET • SUITE 145 • LAKE CITY • FLORIDA • 32055

MEMORANDUM

Date: July 25, 2019

To: David Kraus, Assistant County Manager

From: Paula Vann, Tourist Development Executive Director

Re: XEROX 60-month Lease Agreement (Marcotek)

Columbia County Tourist Development requests approval of the XEROX 60-month Lease agreement with Marcotek. This agreement will replace our existing copier with a new model and new monthly fee of $136.11. This is a $76.82 monthly saving over our current agreement.

MARCOTEK
DIGITAL OFFICE SOLUTIONS

Columbia County Tourist Development

Prepared on 7/15/2019

Current Costs

Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges					Meter Charges	Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan		
1 7835P MX1213215	- Leased 49 of 48 EXTEND - 05/05/15	$181.53	Included	BW CLR	All Prints All Prints	$0.0056 $0.0540	555 524	555 524	$3.11 $28.30	$212.93
Xerox Total		$181.53	$0.00				1,079		$31.40	$212.93
Grand Total		$181.53	$0.00				1,079		$31.40	$212.93

Proposed Costs

New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges					Meter Charges	Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan		
1 C8055H (XEROX C8055H)	- Lease - Term: 60 months	$113.45	Included	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	$0.0040 $0.0390	555 524	555 524	$2.22 $20.44	$136.11
Total		**$113.45**	**Included**				**1,079**		**$22.66**	**$136.11**

Monthly Savings	**$76.82**
Annual Savings	$921.84
Contract savings	$4,609.20

xerox hp brother DELL Lexmark FUJITSU

Lease Agreement

xerox

Customer: COLUMBIA, COUNTY OF

BillTo: COUNTY OF COLUMBIA
TOURIST DEVELOPMENT
P O BOX 1847
LAKE CITY, FL 32056-1847

Install: COUNTY OF COLUMBIA
TOURIST DEVELOPMENT
STE 145
971 W DUVAL ST
LAKE CITY, FL 32055-3737

State or Local Government Negotiated Contract : 072778900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8055H (XEROX C8055H)	- 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox 7835P S/N MX1213215 Trade-In as of Payment 50	7/25/2019

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8055H	$113.45	1: Black and White Impressions	All Prints	$0.0040	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0390	
Total	$113.45	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____ Phone: ()-

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Keith Norris
(386)755-7969

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

3. FUNDING. This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.