

BOARD OF COUNTY COMMISSIONERS

MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET\LAKE CITY, FL. 32055

December 12, 2024 at 9:30 AM

AGENDA

Opportunity for public comment shall be in accordance with Rule 4.704. Each person who wishes to address the Commission regarding the Consent Agenda or any Discussion and Action Agenda Item shall complete one comment card for each item and submit the card or cards to County staff in the front of the meeting room. Cards shall be submitted before the meeting is called to order.

Rules of decorum and rules for public participation are attached to the agenda handouts.

Invocation (Commissioner Tim Murphy)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Discussion and Action Items

- (1) Election of Chairman (p.1)
- (2) Election of Vice Chairman (p.2)
- (3) 2024R-58 - Setting the Time, Date, and Location for the Board Meetings (p.3)

Presentation of the Board Not Requiring Board Vote or Action

- (1) Recognition of Representative Chuck Brannan (p.6)

Public Hearings

Louie Goodin, County Planner

- (1) Minor Subdivision Request 24-1103 - Judson A. West - Three Rivers Estates (p.7)
- (2) Minor Subdivision Request 24-1102 - Hills of Huntsville, Phase 2 by Chris Bullard (p.11)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items (Continued...)

Joel Foreman, County Attorney

- (4) Draft of Special Act Relating to Dissolution of the Lake Shore Hospital Authority (p.19)
- (5) Proposed Economic Development Agreement - Cornerstone Partners/Lake City 47, LLC (p.30)
- (6) Request to Seek Bids for Build-to-Suit Helipad Site (p.40)

Kevin Kirby, Assistant County Manager

- (7) BA 25-12 Courthouse AC Replacement (p.44)
- (8) BA 25-10 Approval to Transfer Funds from TDC Reserves for the RC Track Placement - \$250,000 (p.45)
- (9) BA 25-09 Approval to Transfer Funds from TDC Reserves for the Legislative Appropriation Match -\$750,000 (p.48)

David Kraus, County Manager

- (10) Update on Septic Tank Permitting - Diana Duque, MPH Administrator - Department of Health (p.51)
- (11) Update on Utilities (p.52)
- (12) Request by the Town of Fort White (p.53)
- (13) Employee Training/Tuition Agreement - Fire Rescue (p.57)
- (14) BA 25-08 - Hurricane Milton Reimbursement Agreement Z4584 with Florida Division of Emergency Management - \$3,000,000 (p.60)
- (15) Selection of Value Adjustment Board Member (p.104)

Open Public Comments to the Board – 3 Minute Limit

Staff Comments

Updates from the County Manager

Commissioner Comments

Adjournment



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

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

Department: BCC Administration

1. Nature and purpose of agenda item:

Election of Chairman

2. Recommended Motion/Action:

Approve Board Selection

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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

Department: BCC Administration

1. Nature and purpose of agenda item:

Election of Vice Chairman

2. Recommended Motion/Action:

Approve Board Selection

3. Fiscal impact on current budget.

This item has no effect on the current budget.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Department: BCC Administration

1. Nature and purpose of agenda item:

2024R-58 - Setting the Time, Date, and Location for the Board Meetings

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA

RESOLUTION NO. 2024R-58

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, PROVIDING FOR THE LOCATION, TIME AND DATE FOR HOLDING ALL REGULAR MEETINGS OF THE BOARD OF COUNTY COMMISSIONERS, AND PROVIDING NOTICE THEREOF.

WHEREAS, section 2.7 of the Home Rule Charter for Columbia County, Florida (“Charter”), requires that the Board of County Commissioners (“Board”) provide by resolution for the location, time, and place for holding all regular meetings of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, as follows:

1. Except as otherwise provided below, the regular meetings of the Board shall be held on the first and third Thursday of each Month. Meetings held on the first Thursday of each month shall commence at 9:30 a.m. local time. Meetings held on the third Thursday of each month shall commence at 5:30 p.m. local time.
2. The following Regular meeting dates, which conflict with other scheduled events, are rescheduled or canceled as follows:
 - a) March 20, 2025, 5:30PM is:
 - ☐ Rescheduled to _____, at _____ AM/PM.
 - ☐ Canceled.
 - ☐ Unchanged.
 - b) June 19, 2025, 5:30PM is:
 - ☐ Rescheduled to _____, at _____ AM/PM.
 - ☐ Canceled.
 - ☐ Unchanged.
 - c) July 3, 2025, 9:30AM is:
 - ☐ Rescheduled to _____, at _____ AM/PM.
 - ☐ Canceled.
 - ☐ Unchanged.

d) September 18, 2025, 5:30PM is:

- ☐ Rescheduled to _____, at _____ AM/PM.
- ☐ Canceled.
- ☐ Unchanged.

e) November 20, 2025, 5:30PM is:

- ☐ Rescheduled to _____, at _____ AM/PM.
- ☐ Canceled.
- ☐ Unchanged.

Rescheduled meetings under this part shall be Regular meetings of the Board.

3. All Regular meetings shall be held at the Columbia County School Board Administrative Complex, 372 West Duval Street, Lake City, Florida, unless changed as provided for in the Charter.

4. As provided in the Charter, special meetings may be held on call of the Chair or two (2) or more Commissioners. Upon call for a special meeting, the County Manager shall give notice to the public at least thirty-six (36) hours in advance of the meeting of the time, place, and purpose of the meeting in accordance with the procedures established in the Administrative Code. Action by the Board of County Commissioners at a special meeting shall be limited to the purpose for which the special meeting was called.

UNANIMOUSLY PASSED AND ADOPTED in regular session by the Board of County Commissioners of Columbia County, Florida, this 12th day of December 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

James M. Swisher, Jr., Clerk of Court
(SEAL)

By: _____
_____ Chairman



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Today's Date: 12/6/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

Representative Brannon has been recognized by the Florida Association of Counties

2. Recommended Motion/Action:

Approve

3. Fiscal impact on current budget.

This item has no effect on the current budget.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Department: Zoning Department

1. Nature and purpose of agenda item:

Judson West requests the replat of lots 40,41, & 42 of unit 19 of Three Rivers s/d into 2 equal lots (lots 1 and 2 Three Rivers Estates Unit 19 Addition). This is in District 2.

2. Recommended Motion/Action:

Approve Minor subdivision request 24-2203

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 # SD 241103

Application Fee \$1,000.00

Receipt No. _____

Filing Date 11-25-2024

Completeness Date _____

Minor Subdivision Application

A. PROJECT INFORMATION

1. Project Name: West
2. Address of Subject Property: _____
3. Parcel ID Number(s): 00-00-00-0180-000 (3718)
4. Future Land Use Map Designation: Agriculture-3
5. Zoning Designation: A-3
6. Acreage: 2.75 AC
7. Existing Use of Property: Vac Res
8. Proposed use of Property: residential property
9. Total Number of Lots: 3 Lots 40, 41, 42

PLEASE NOTE: All subdivisions, whether minor or major, require a pre-application conference with the Land Development Regulation Administrator prior to submittal of an application for subdivision.

B. APPLICANT INFORMATION

1. Applicant Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s): Judson A West Title: Owner

Company name (if applicable): _____

Mailing Address: 24196 45 90

City: Sanderson State: FL Zip: 32087

Telephone: (904) 2985136 Fax: () Email: allenwestsouth@aol.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*. ALLENWEST.SOUTH@AOL.COM

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.**

NOTICE TO APPLICANT

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.

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

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.

Judson A West
Applicant/Agent Name (Type or Print)

Judson A West
Applicant/Agent Signature

Judson A West

9-9-2024
Date



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

Department: Zoning Department

1. Nature and purpose of agenda item:

Chris Bullard requests a minor subdivision of a parcel # 08-3S-16-02032-001 into 2 lots of 5 acres each. This is in District 3

2. Recommended Motion/Action:

Approve Minor Subdivision Request 24-1102

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 # SD 241102

Application Fee \$1,000.00

Receipt No. 768855

Filing Date 11-18-2024

Completeness Date _____

Entered

Minor Subdivision Application

A. PROJECT INFORMATION

1. Project Name: Hills of Huntsville - Phase II Addition
2. Address of Subject Property: Corner of NW Milo Terr and NW Levi Glen
3. Parcel ID Number(s): 08-3S-16-02032-001
4. Future Land Use Map Designation: A-3
5. Zoning Designation: A-3
6. Acreage: 10.02
7. Existing Use of Property: Vacant
8. Proposed use of Property: Residential - 5 AC Lots
9. Total Number of Lots: Two

PLEASE NOTE: All subdivisions, whether minor or major, require a pre-application conference with the Land Development Regulation Administrator prior to submittal of an application for subdivision.

B. APPLICANT INFORMATION

1. Applicant Status ☒ Owner (title holder) ☐ Agent
2. Name of Applicant(s): Chris A. Bullard Title: President
Company name (if applicable): Westridge Inc.
Mailing Address: PO Box 1733
City: Lake City State: FL Zip: 32056
Telephone: () 386-623-6918 Fax: () Email: chris1967@bellsouth.net

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): Not Applicable
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.**



HILLS OF HUNTSVILLE, PHASE 2 ADDITION COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

FUTURE LAND USE ELEMENT

GOAL I

IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES AND ENHANCING THE QUALITY OF LIFE, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

OBJECTIVES AND POLICIES FOR RURAL AREAS

Rural areas are those areas located outside the designated urban development areas shown on the County's Future Land Use Plan Map.

OBJECTIVE I.2. The county shall maintain the rural character of rural areas by limiting development activity to those uses and densities which are identified within the following policies.

Policy I.2.1

The county shall permit in rural areas agricultural, conservation, recreation and public uses, the processing, storage and sale of agricultural products, conventional single-family dwellings, mobile homes, churches and other houses of worship, and uses requiring approval as special exceptions.

Policy I.2.2

Agricultural land use. Agriculturally classified lands are lands, which are predominantly used for crop cultivation, livestock, specialty farms, silviculture activities conducted in accordance with the silviculture policy contained within the conservation element of the comprehensive plan and dwelling units.

In addition, the processing, storage and sale of agricultural products and commodities which are not raised on the premises, livestock auction arenas, livestock and poultry slaughterhouses, sawmills, planing mills and other wood processing plants, agricultural equipment and related machinery sales, agricultural feed and grain packaging, blending, storage, and sales, agricultural fertilizer storage and sales, agricultural fairs and fairground activities, recreational activities such as racetracks, speedways, golf courses, country clubs, tennis and racquet clubs, golf and archery ranges, rifle, shotgun and pistol ranges, travel trailer parks or campgrounds (including day camps), and hunting or fishing camps, riding or boarding stables, drive-in theaters, commercial kennels, veterinary clinics and animal shelters, cemeteries and crematories, airplane landing fields, small engine repair (not to exceed 2,000 square feet), automotive repair (not to exceed 2,500 square feet) welding shop (not to exceed 2,500 square feet), home occupations, off site signs, bottled water plants, private clubs and lodges, flea markets; explosives (manufacturing or storage); biomedical waste storage or treatment facilities; intensive agriculture (only if located outside of a high groundwater aquifer recharge area

as shown on Illustration A-XI) and other similar uses compatible with agriculture uses may be approved as special exceptions and be subject to an intensity of 1.0 floor area ratio. The term intensive agriculture means those agricultural uses requiring an industrial waste permit from the Florida Department of Environmental Protection.

Upon adoption of this policy, no new intensive agricultural uses as defined above shall be conducted on any lands agriculturally classified without first obtaining a special exception for such activities. The county shall refer any applicant requiring county permits for agricultural uses or structures, which may require the issuance of an industrial waste permit by the Florida Department of Environmental Protection, to the Florida Department of Environmental Protection for a determination whether an industrial waste permit is required for such agricultural uses or structures prior to issuance of such county permits.

The following findings shall be made prior to granting such special exception:

1. That no part of the activity is to be conducted in areas of high groundwater aquifer recharge as shown on Illustration A-XI of this comprehensive plan;
2. That if a wastewater management system is required by any appropriate regulatory agency, the wastewater management system will be designed by the U.S. Soil Conservation Service or will be the equivalent of a system designed by the U.S. Soil Conservation Service by a licensed professional engineer;
3. That the facility will use available best management practices to reduce flies and other insects;
4. That the activity will not substantially impact the existing groundwater quality or the quality of high groundwater aquifer recharge areas; and
5. That other factors the county may consider relevant and appropriate to the public health and safety will be met by the facility.

Agricultural density shall be as provided in the following land use classifications:

Agriculture-1	shall be limited to a density of less than or equal to 1.0 dwelling unit per 20 acres
Agriculture-2	shall be limited to a density of less than or equal to 1.0 dwelling unit per acre 10 acres
<u>Agriculture-3</u>	<u>shall be limited to a density of less than or equal to 1.0 dwelling unit per acre 5 acres</u>

Analysis: The proposed development is located in an Agriculture Future Land Use Map Designation with an Agriculture-3 ("A-3") Zoning Designation. As stated in Policy I.2.2, the Agriculture FLUM associated with the A-3 Zoning Designation shall be limited to a density of less than or equal to 1.0 dwelling unit per 5 acres. The proposed minor subdivision plat proposes two lots consisting of over 5 acres each. Further, the subject property is the remnant of the platting of the Hills of Huntsville subdivision and the Hills of Huntsville, Phase 2. The subject property is surrounded on three sides by the subdivision. It only makes logical progression and sense to plat the remaining portion which is infill to the existing two phases of the Hills of Huntsville.

Policy I.3.5

The county shall continue to have provisions for drainage, stormwater management, open space, convenient on site traffic flow and needed vehicle parking for all development.

Analysis: The proposed minor subdivision consists of two lots encompassed by the existing Hills of Huntsville Subdivision. The proposed two lots will connect directly to the existing stormwater management system for the existing Hills of Huntsville Subdivision. Further, the subdivision has existing convenient onsite traffic flow and each lot will be required to have a minimum of two parking spaces per dwelling.

Policy I.3.6

The county shall limit the intensity of development by requiring that within the environmentally sensitive area land use classifications the length of lots for the location of dwelling units does not exceed three times the width of such lots. For lots less than five acres within all other land use classifications which permit dwelling units, the length of such lots shall not exceed 3 times the width of such lots. Any lots created pursuant to the floodplain and wetland policies contained within the conservation element of the Comprehensive plan shall be exempt from this length to width ratio. In addition, within all new subdivisions, planned residential developments and planned rural residential developments containing lots less than or equal to ten acres in size, the county's land development regulations shall require all roads to be paved to county standards. This policy shall not apply to an existing County maintained road located outside of a new subdivision, planned residential development or planned rural residential development.

Analysis: The proposed lots shall contain over five (5) acres; however, both lots meet the 3:1 lot width to length ratio.

Policy I.3.7

The county shall participate in the National Flood Insurance Program and regulate development and the installation of utilities in flood hazard areas in conformance with the program's requirements.

Analysis: The proposed minor subdivision is not located within FEMA designated flood hazard area. Therefore, there is no concern related to flooding.

Policy I.7.3

As part of the county's development review process the impacts on agricultural and forested areas shall be assessed and identified prior to development approval.

Analysis: The proposed subdivision has an Agricultural FLUM; however, the subject property is not and has not been utilized for agricultural purposes or forestry. Therefore, there are no impacts to agricultural and forested areas.

Policy I.10.1

The county shall prohibit the creation of buildable lots within unsuitable areas due to improper drainage, unsuitable soils, steep slopes, rock formations and adverse earth formations.

Analysis: The proposed subdivision is located in an area that has gently rolling hills with amenable soil. Further, the Hills of Huntsville Subdivision has an existing stormwater management system which the proposed subdivision will connect to. Lastly, no steep slopes, rock formations, and/or adverse earth formations exist on the subject property.

OBJECTIVE I.11

The county shall require that proposed development be approved only where the public facilities meet or exceed the adopted level of service standard.

Policy I.11.1

The county shall establish procedures for the review of proposed development to determine its impact on level of service standards for public facilities so that such public facilities will meet the county's level of service standards and are available concurrently with the impacts of development.

Analysis: The proposed development meets all the required concurrency requirements. It is anticipated that the proposed development will generate approximately 20 Average Annual Daily Trips and 2 PM Peak Trip. In fact, the PM Peak trips generated by the proposed development are considered De Minimis. Further, each lot will be served Potable Water and Sanitary Sewer via an individual well and septic system. Therefore, there are no concerns related to public facilities and/or the adopted level of service.

TRANSPORTATION ELEMENT

Objective II.1

The County shall maintain a safe, convenient and efficient level of service standard for all roadways.

Policy II.1.2

The county shall control the number and frequency of connections and access points of driveways and roads to arterial and collector roads.

Analysis: As previously mentioned, the proposed development meets all the required concurrency requirements. It is anticipated that the proposed development will generate approximately 20 Average Annual Daily Trips and 2 PM Peak Trip. In fact, the PM Peak trips generated by the proposed development are considered De Minimis. The existing roadway system in the Hills of Huntsville subdivision is designed to and has ample capacity to serve the two additional lots.

NOTICE TO APPLICANT

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.

For submittal requirements, please see the Columbia County Building and Zoning Development Application Submittal Guidelines.

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.

Chris A. Bullard

Applicant/Agent Name (Type or Print)

Date

Applicant/Agent Signature

SYMBOL LEGEND:

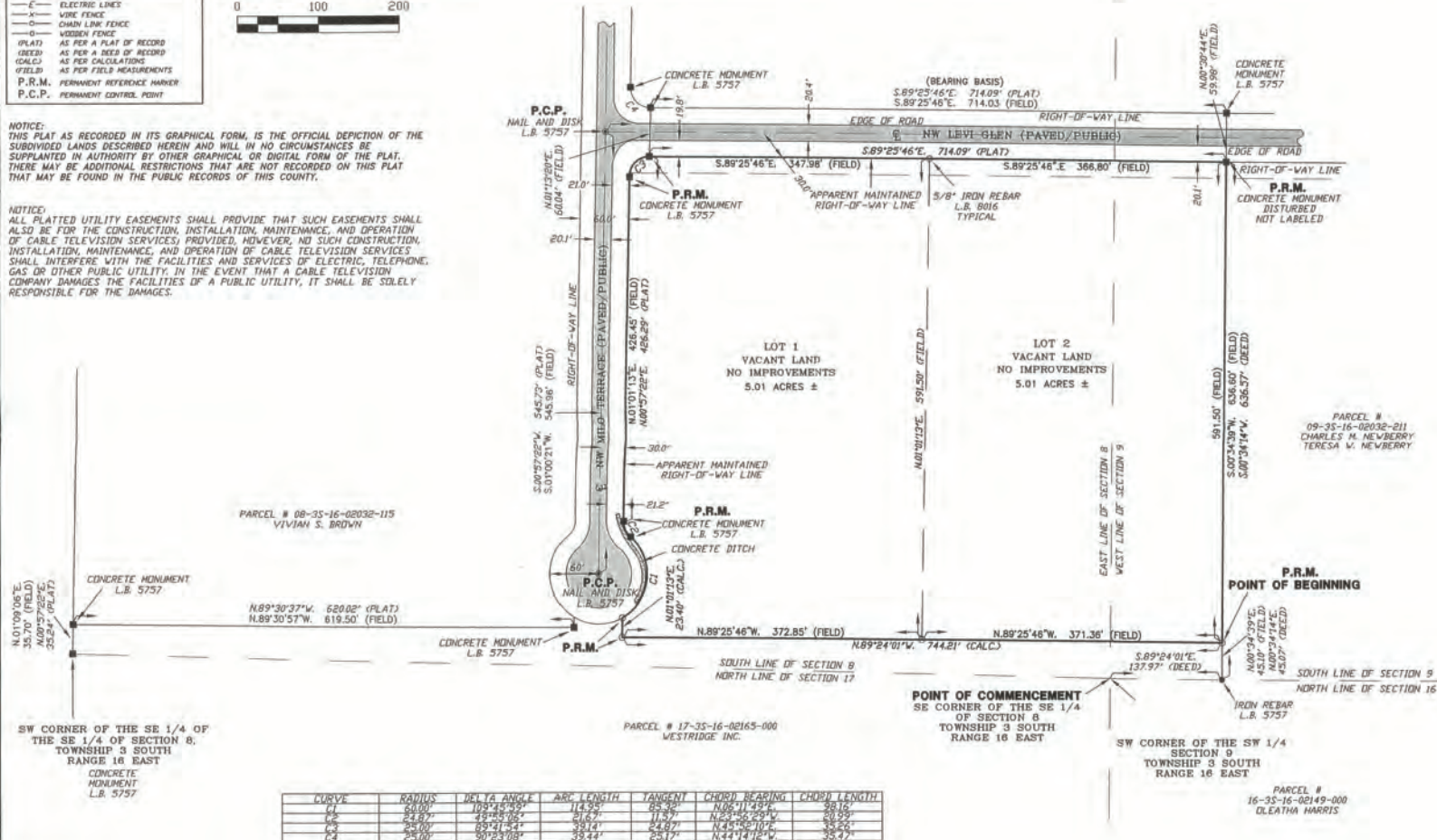
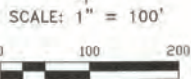
- 4"x4" CONCRETE MONUMENT FOUR
- 4"x4" CONCRETE MONUMENT SET
- IRON REBAR FOUND
- IRON REBAR AND CAP SET
- "0" CAP IN PAVEMENT
- CALCULATED PROPERTY CORNER
- NAIL & DISK
- POWER POLE
- STORM POST
- WATER METER
- UTILITY BOX
- WELL
- SANITARY MANHOLE
- SECTION LINE
- CENTERLINE
- ELECTRIC LINES
- WIRE FENCE
- 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

NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHICAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY OTHER GRAPHICAL OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE: ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

'HILLS OF HUNTSVILLE PHASE 2 ADDITION' SECTIONS 8 & 9, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.

PLAT BOOK _____
PAGES _____
SHEET 2 OF 2



DESCRIPTION: A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 8 AND THE SW 1/4 OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF THE SE 1/4 OF SAID SECTION 8, THENCE RUN S.89°24'01"E, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 137.97 FEET; THENCE N.00°34'14"E, A DISTANCE OF 45.07 FEET TO THE POINT OF BEGINNING; THENCE N.89°24'01"W, A DISTANCE OF 744.21 FEET; THENCE N.00°34'14"E, A DISTANCE OF 23.40 FEET TO A POINT ON A CURVE OF A CUL-DE-SAC, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NW MILD TERRACE, THENCE RUN NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN INCLUDED ANGLE OF 109°45'59", THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 114.95 FEET, A CHORD BEARING AND DISTANCE OF N.08°11'49"E, 38.16 FEET TO THE POINT OF REVERSE CURVE HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 49°40'47", THENCE RUN NORTHERLY TO THE RIGHT ALONG SAID CURVE, AN ARC DISTANCE OF 21.68 FEET, A CHORD BEARING AND DISTANCE OF N.23°53'02"E, 21.00 FEET; THENCE RUN N.00°37'22"E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NW MILD TERRACE, A DISTANCE OF 426.25 FEET TO A POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°36'52", THENCE NORTHEASTERLY TO THE RIGHT ALONG SAID CURVE, AN ARC DISTANCE OF 33.10 FEET, A CHORD BEARING AND DISTANCE OF N.45°10'10"E, 35.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NW LEVI GLEN; THENCE S.89°25'46"E, A DISTANCE OF 714.09 FEET, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF NW LEVI GLEN; THENCE S.00°34'14"W, A DISTANCE OF 591.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.02 ACRES MORE OR LESS.



BRITT SURVEYING & MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016
1438 SW MAIN BOULEVARD
LAKE CITY, FLORIDA 32025

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

Today's Date: 12/5/2024 Meeting Date: 12/12/2024

Department: County Attorney

1. Nature and purpose of agenda item:

DRAFT Special Act relating to dissolution of the Lake Shore Hospital Authority

2. Recommended Motion/Action:

To approve draft Special Bill relating to the dissolution of the Lake Shore Hospital Authority.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, December 12, 2024

From: Joel F. Foreman 

Re: **DRAFT Special Act relating to dissolution of the Lake Shore Hospital Authority**

Date: December 5, 2024

Pursuant to the non-binding referendum approved at the General Election, Staz Guntek has drafted and I have edited the attached proposed special bill to be presented to the Legislative Delegation on January 7, 2025.

The bill calls for dissolution of the LSHA; transfer of its real, personal, and mixed property to the County Commission; transfer of all cash to the County Commission subject to a restriction that it be expended only for indigent care and public health purposes; and for the creation of a “Public Health Advisory Board” to provide guidance to the County Commission on issues relating to public health and indigent care.

If the Legislative Delegation approves, the bill will be presented during the 2025 legislative session.

Also attached is a draft resolution to create the Public Health Advisory Board, presented as a rough draft for the Commissioners’ and the public’s input. If the special bill is passed into law, this resolution will need to be finalized and adopted to create the advisory board.

Recommended motion: To approve the proposed special bill for presentation to the Legislative Delegation.

1 A bill to be entitled
2 An act relating to the Lake Shore Hospital Authority,
3 Columbia County; repealing chapter 2005-315, Laws of
4 Florida; abolishing the district; Providing for the
5 disbursement of assets and liabilities; Requiring the
6 creation of an advisory board; Providing an effective
7 date.

8 Be it enacted by the Legislature of the State of Florida:

9 Section 1. Chapter 2005-315, Laws of Florida, is repealed.

10 Section 2. The Lake Shore Hospital Authority is hereby
11 abolished, effective on the 30th day after this act becomes law.

12 Section 3. Disposition of authority assets.

13 (1) All property, whether real, personal, or mixed, which is
14 owned, possessed, or controlled by the Lake Shore Hospital
15 Authority, as well as all liabilities of the Lake Shore Hospital
16 Authority of every kind and nature, are immediately transferred
17 and vested to the Columbia County Board of County Commissioners.
18 The Commission shall have all rights and powers to make use and
19 disposition of that property as it would any other property held
20 by it pursuant to the Home Rule Charter for Columbia County,
21 Florida, and general law.

22 (2) All liquid assets of the Lake Shore Hospital Authority as of
23 the effective date hereof shall be transferred to the Columbia
24 County Board of County Commissioners, to be expended exclusively
25 for the purpose of indigent care and for other public health
26 purposes pursuant to chapter 154, Florida Statutes and general
27 law.

28 Section 4. As of the effective date, the Lake Shore Hospital
29 Authority shall take only such actions as are necessary to wind
30 down its affairs; it shall not incur any new debt, obligation,
31 or liability; and it shall take all steps necessary for the

32 orderly transfer of its assets and liabilities to the Columbia
33 County Board of County Commissioners as provided herein.
34 Section 5. The Columbia County Board of County Commissioners
35 shall create an advisory board known as the Public Health
36 Advisory Board to provide advice to the Commission on issues
37 relating to public health and indigent care, and for the
38 expenditure of those funds conveyed to the Commission pursuant
39 to Section 3.(2), such that expenditure shall be for indigent
40 care and for other public health purposes pursuant to chapter
41 154, Florida Statutes and general law. One member of the Public
42 Health Advisory Board shall be the director of the county health
43 department or a designee.
44 Section 6. This act shall be effective upon becoming law.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2025R- [REDACTED]**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, RELATING TO THE ESTABLISHMENT AND FUNCTION OF THE COLUMBIA COUNTY PRIMARY HEALTHCARE ADVISORY BOARD; PROVIDING FOR INTENT; PROVIDING FOR DEFINITIONS; CREATING THE PRIMARY HEALTHCARE ADVISORY BOARD; PROVIDING FOR POWERS, FUNCTIONS AND DUTIES OF THE PRIMARY HEALTHCARE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Columbia County, by and through its Board of County Commissioners, is charged by the Florida Legislature to coordinate with the Florida Department of Health for the provision of certain primary health care services to the citizens of Columbia County;

WHEREAS, the Lake Shore Hospital Authority was an independent district, created by the Florida Legislature, organized and operated to meet the primary health care needs of indigent citizens of Columbia County;

WHEREAS, at the 2024 General Election, the electorate of Columbia County overwhelmingly supported the dissolution of the Lake Shore Hospital Authority through a non-binding referendum vote;

WHEREAS, in response to that referendum vote, the Board of County Commissioners approved the submission of special bill number [REDACTED] to the Florida Legislature, providing for the dissolution of the Lake Short Hospital Authority and transfer of its assets and liabilities to the County;

WHEREAS, the Florida House of Representatives passed the special bill on [DATE], the Florida Senate passed the special bill on [DATE], and Governor Ron DeSantis signed that special bill into law on [DATE];

WHEREAS, the special bill provided for the effective date of dissolution for the Lake Shore Hospital Authority to be [thirty days following the date the bill was signed

into law by the Governor];

WHEREAS, the special bill expressly conditioned the County's receipt of any funds held by the Lake Shore Hospital Authority on the County Commission's creation of a Primary Healthcare Advisory Board to ensure any monies received by the County from the former special district are used only for providing primary healthcare to the County's citizens in accordance with the requirements of Florida Statutes chapter 154;

WHEREAS, the Board of County Commissioners, pursuant to the special bill now made law, desires to create the Primary Healthcare Advisory Board, to determine its membership, to enumerate its powers, to charge it with certain duties, and to otherwise constitute the board to satisfy the requirements of the special law.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Columbia County that:

Section 1. **INTENT**. It is the intent of this resolution to promote, protect, and improve the health, safety, and welfare of the citizens of Columbia County by ensuring the County, through the function of the Primary Healthcare Advisory Board, meets its obligations under general and special law to provide for coordination with the Florida Department of Health, through its local Health Department, for the provision of primary healthcare services to the citizens of Columbia County as provided by Chapter 154, Florida Statutes.

Section 2. **DEFINITIONS**. As used in this resolution, the following words and phrases shall have the following meanings, unless the context clearly indicates otherwise:

- A. "PHAB" means the Columbia County Primary Healthcare Advisory Board established herein.
- B. "Primary Healthcare" means any health care service or services offered directly through the Columbia County Health Department; such services contracted with individual or group practitioners for all or part of such service; and any developed service delivery model organized through the Columbia County Health Departments utilizing other service or delivery systems available, such as federal primary care programs or prepaid health plans. It may also include health care services provided through pooling resources and joining with neighboring counties in order to fulfill any requirement of Chapter 154, Florida Statutes, or other

general law.

- C. “Commission” means the Board of County Commissioners of Columbia County, Florida.
- D. “Commissioner” means a duly elected, current member of the Board of County Commissioners of Columbia County, Florida.
- E. “County” means Columbia County, Florida.
- F. “Public Board Member” means a member of the PHAB who is not a Commissioner.

Section 3. **BOARD STRUCTURE.** For the public purposes provided herein and to achieve legitimate public purposes under the County’s Charter and general law, there is hereby created the Columbia County Primary Healthcare Advisory Board (“PHAB”) in accordance with the guidelines contained herein.

- A. The PHAB will consist of nine (9) members, one of whom shall be a Columbia County Commissioner appointed by the chair of the Commission, one of whom shall be appointed by the City Council for the City of Lake City, one of whom shall be ... [ideas include the College through its nursing program, one from each hospital, etc.]
- B. All other members of the PHAB shall be members of the Columbia County electorate engaged in some way in the provision of medical, dental, or vision care to the citizens of Columbia County, and shall be appointed to serve by and at the pleasure of the Commission.
- C. The Commission may from time to time appoint two alternate members, designating them as such. Such alternate members may act in the temporary absence or disability of any regular members or may act when a regular member is otherwise disqualified in a particular subject that may be presented to the Board. Alternate members may participate in all meetings of the PHAB and serve on committees of the PHAB at the pleasure of the Chairperson of the PHAB.
- D. The Chairperson of the Commission shall annually designate one (1) Commissioner to serve during each calendar year on the PHAB. The Chairperson of the Commission or his designated appointed Commissioner shall serve as the

Chairperson of the PHAB.

E. One (1) Board Member shall be a Councilmember of the City Council of the City of Lake City or his or her designee as designated from time to time by the City Council for the City of Lake City. The City of Lake City's designee shall possess knowledge of the City of Lake City's public health interests and concerns, and other matters relevant to provision of primary healthcare to citizens of Columbia County. The designee under this section shall share all rights, powers, duties and obligations of every other Public Board Member. No designee shall serve for more than six consecutive years.

F. One (1) Board Member shall be a designee of [REDACTED]. The designee under this section shall share all rights, powers, duties and obligations of every other Public Board Member. No designee shall serve for more than six consecutive years. (we can add this para as many times as necessary to accommodate reserved seats)

G. The remaining [REDACTED] () Public Board Members shall each be appointed to serve a term of three (3) years, with terms staggered so that not more than two (2) such members' terms shall expire in any one year. Seats shall be numbered one through [REDACTED], and each three-year term shall begin at 5 o'clock p.m. on the last business day of February and shall terminate at 5 o'clock p.m. on the third anniversary date, at which time the next three-year term shall begin. Some initial members of the PHAB shall be seated with terms less than three years to create staggering of terms as set forth herein.

H. Public Board Members of the PHAB shall serve at the pleasure of the Commission. The Commission recognizes the diverse interests of our community, and therefore shall make every reasonable effort to ensure the composition of the PHAB reflects the diversity of those interests. Any Public Board Member of the PHAB may be removed by the Commission for misfeasance, malfeasance, or willful neglect of duty.

I. Current terms of three years are as follows:

Seats 1 and 2:	February 28, 2025 – February 29, 2028
Seats 3 and 4:	February 28, 2025 – February 28, 2027
Seats 5 and 6:	February 28, 2025 – February 28, 2026

- J. Members shall be eligible for reappointment subject to limitations provided by Board rules and policies, however, upon the expiration of any term the Commission shall advertise so that other interested parties may apply for appointment to be considered along with any member seeking reappointment. Any vacancy occurring within a term shall be filled for the unexpired term by alternates until the vacancy is filled as the Commission shall so desire.
- K. The PHAB shall meet from time to time with such frequency as determined by the Chair of the PHAB or a majority vote of its members. The PHAB shall meet in a public meeting not less than quarterly to transact its public business. Business shall be transacted in accordance with Chapter 286, Florida Statutes. Public comment shall be permitted when provided by Commission policy and section 286.0114, Florida Statutes.
- L. The County Manager or designee shall provide support staff to the PHAB who shall keep records of the proceedings of the PHAB and shall be custodian of all books and records of the PHAB, and shall provide other assistance to the PHAB as directed by the County Manager. The County Manager shall also ensure counsel is available to the PHAB if and when necessary.
- M. The presence of five (5) or more members of the PHAB shall constitute a quorum, and the affirmative vote of a majority of the members present and voting shall be necessary for any action approved by the PHAB. In the event of a tie vote, the motion before the PHAB shall fail. No vacancy in the membership of the PHAB shall impair the right of a quorum to perform the duties of the PHAB. Each member present, including the chairperson, shall vote on each issue for which a vote is called unless abstaining or disqualified from voting in accordance with Florida Law. If any member fails to vote audibly or refuses to vote audibly either for or against any proposition, then the member's silence shall be counted as a vote in support of the proposition then before the PHAB. The chairperson may make motions and second motions.
- N. The members of the PHAB shall receive no compensation from the County for the performance of their duties hereunder, but each such member may receive reimbursement for expenses reasonably incurred while engaged in the performance of their duties, subject to the limitations of Florida law, with written approval by the County Manager.

- O. By majority vote of any quorum of its membership, and subject to review and approval of the County Attorney, the PHAB may adopt rules of procedure or Bylaws for the conduct of its meetings.

Section 4. **POWERS.** For accomplishment of the public purpose of this resolution, the PHAB shall have the duty, power and authority to:

- A. Oversee and advise the Commission as to any expenditure of funds restricted to or reserved for the creation or implementation of any primary healthcare program, including specifically all such funds as were transferred to the County pursuant to Laws of Florida [REDACTED].
- B. Provide advice as requested by County staff to help develop any primary healthcare program for recommendation to the Commission. The PHAB may render recommendations relating to activities necessary for implementation of any such program, the projected staff required to implement and complete any proposed program, the projected funding required to implement and complete any proposed program, an examination and recommendation of possible funding sources for any proposed program, criteria for measuring achievement of the purposes of any proposed program, and any other elements the PHAB finds logical in the circumstances to include in any proposed program.
- C. Provide continuing advice and guidance throughout implementation of any healthcare program that may be adopted by the Commission. Such guidance shall include, at a minimum, review of annual goals and program indicators regarding the success of any program and review of the annual operating budget for any program.
- D. Serve as review board for any healthcare-related application, grant, program, or other matter requiring such a board.
- E. Perform other duties and responsibilities as requested by County staff and as permitted under Florida law.

All reports, reviews, recommendations, proposed programs, or any other actions prepared, presented, or performed by the PHAB shall only be advisory to the Commission, and no such reports, reviews, recommendations, proposed programs, or other actions by PHAB shall be in any way binding on the Commission absent separate Commission approval.

Section 5. **PROHIBITED ACTIVITIES.** No part of the funds available for activities of the PHAB or income from operations shall inure to the benefit of its members except to the extent permitted hereunder. The PHAB shall take no action which will serve to facilitate the transaction of specific business by any of its members or promote the private interest of any member or engage in any activities which would constitute regular business of a kind ordinarily carried on for profit.

Section 6. **IMPLEMENTATION.** All approved recommendations of the PHAB shall be presented to the Commission at a public meeting in accordance with Chapter 286, Florida Statutes. No recommendation shall constitute action by the Commission unless and until approved by the Commission at such a meeting. County staff shall annually or more frequently as requested by the Chair of the Commission prepare and present to the Commission a report detailing the activities and expenditures relating to the PHAB for the preceding year, together with review of any programs approved by the Commission and restricted funds expended pursuant to PHAB advice.

Section 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon approval by the Commission.

PASSED AND DULY ADOPTED at its regular meeting this ____ day of _____ 2025.

**BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA**

By: _____
_____, Chairman

ATTEST: _____
James M. Swisher, Jr., Clerk of Court

(SEAL)

Approval as to form:

Joel F. Foreman
County Attorney



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 12/5/2024 Meeting Date: 12/12/2024

Department: County Attorney

1. Nature and purpose of agenda item:

Proposed Economic Development Agreement - Cornerstone Partners/Lake City 47, LLC

2. Recommended Motion/Action:

To approve Economic Development Agreement with Lake City 47, LLC

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Office of the County Attorney

Joel F. Foreman
County Attorney

MEMORANDUM

To: Board Agenda, December 12, 2024

From: Joel F. Foreman



Re: **Proposed Economic Development Agreement for Lake City 47, LLC (Cornerstone Partners)**

Date: December 4, 2024

At its last meeting, the Board expressed interest in entering into an economic development agreement with Lake City 47, LLC, the owner of a tract of land at the intersection of Interstate 75 and State Road 47 to be developed by Cornerstone Partners. The agreement was to providing County funds to pay for work procured by the City of Lake City to connect the City's water and sewer services to the Lake City 47, LLC, parcel. This funding is to be provided only if grant funding, which has already been applied for, does not come through for the project.

The attached agreement, if approved by the Board and the Company, will enable the County to provide this gap funding as a way to spur economic development at the project site. The funds will only be available if the County and City manager agree the anticipated grant funds will not be forthcoming.

If the County does pay for the work, and if the Company does not fully develop the project within 18 months of the completion of the utilities work, then the monies will be owed back to the County.

Recommended motion: To approve economic development agreement with Lake City 47, LLC.

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, (“Agreement”), is made and executed this _____ day of _____, 2024, among **LAKE CITY 47, LLC** whose mailing address is 426 SW Commerce Drive, Suite 130, Lake City, FL 32025 (the “Company”); and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address Post Office Drawer 1529, Lake City, Florida 32056-1529, (the “County”).

PREMISES FOR AGREEMENT

A. The Company is in the business of developing real property for commercial use, and will develop a commercial or retail development consisting of a substantial capital investment in Columbia County (herein the “Project”). The Project is planned to be located and constructed on a tract at the south-east quadrant of the intersection of SW State Road 47 and Interstate 75 in Columbia County, Florida, the real property being depicted in Exhibit “A” attached hereto and further described in section 1 of this Agreement (herein the “Site”).

B. The economy, including the work force of Columbia County, Florida, would greatly benefit from the location of a development such as the one the Company proposes to construct in Columbia County which will provide employment to residents and citizens of Columbia County, including the potential for economic development, substantially increased sales taxes, increased ad valorem taxes, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local economy and the State through the location of new and expanded business within the County and the State.

C. The Company desires to construct the Project in the County. In order to induce the Company to construct the Project and maximize potential returns of tax dollars to the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between them by entering into this Economic Development Agreement. The parties acknowledge that through compliance with this Agreement the resulting economic benefits to the Columbia County community will be substantial.

D. The parties acknowledge that the agreements and representations set forth herein may be subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement including, specifically, certain statutory and regulatory proceedings of the parties, and local and state governments.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1. **SITE AND PROJECT.** The Company agrees to develop the Site and Project as a lawfully, properly permitted commercial development including necessary infrastructure improvements and equipment for the Project and Site to expedite development of the Project and Site. The Project and Site are further defined as follows:

The Site shall be situated upon the parcel currently known as Columbia County Parcel No. **30-4S-17-08881-000** (the “Parcel”). Nothing in this Agreement shall be construed as restricting the Company or its successors or assigns from combining or subdividing parcels in accordance with then existing law, ordinance or regulations.

The Project shall consist of horizontal site work such as sidewalks, earthwork, stormwater controls, potable water systems, sanitary sewer systems, parking lots, curbs and gutter interior to each lot, underground utilities constructed to each lot’s property lines and vertical improvements including buildings and any landscaping required by code on each lot. Each building constructed on the Site will comply with all governing building codes and all uses allowed under the then-current zoning.

2. **COMPANY’S REPRESENTATIONS AND ASSURANCES.** As an additional incentive to the County for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:

a. The Company shall, at its sole expense, develop the site to be a commercial subdivision offering retail and commercial development including retail establishments, restaurants, service businesses, and other uses consistent with zoning for the Site. The Company’s work shall be completed in coordination with the construction of public utilities infrastructure extensions to the Parcel line. Within 18 months of completion of the public utilities to the Parcel line, all development infrastructure shall be completed, including finalization of any commercial subdivision necessary to the highest and best commercial and retail use of the Project, permitting any site plan or surface water management plans. Dedications of any infrastructure to the public shall include provisions for a special assessment against the Project parcels to account for future maintenance and replacement expenses.

b. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company’s management or operating agreement, and the name and address of all principals of the Company.

c. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company’s execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered for it by signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

d. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.

3. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement, the County shall provide the Company with economic development incentives as follows:

a. The City of Lake City has received bids for the extension of the city's utilities to the Site, with the prevailing bid of approximately \$1.1 million to complete the work. To ensure timely construction, the County, subject to other provisions of this agreement, commits to contribute up to FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000) to fund work as bid through and by the City of Lake City, Florida for such work.

b. The County's commitment shall only be effective if, in the opinion of the manager for the City of Lake City, Florida, and the manager for Columbia County, Florida, no grant funding will be forthcoming to fund the work referenced in part 3.a. If grant funding is available and awarded to fund the work referenced in part 3.a., then in such event only grant funding will be used for those purposes and this agreement shall be of no force or effect.

4. **AMENDMENT.** This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.

5. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.

6. **ADDITIONAL DOCUMENTS.** The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

7. **DEFAULT AND REMEDIES.**

a. In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breach"). The Breach shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party

shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

b. Should the Company fail to perform its obligations to develop the site under part 2.a., then in such event the County's remedy will be to recover from the Company any such funds the County has expended in its performance hereunder, and such amount may, in the County's discretion, be secured by noticing a claim of lien upon the Parcel for all such amounts until they are paid to the County in full.

8. **OTHER INCENTIVES.** The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

9. **LIMITATION ON ASSIGNMENT.** Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, no consent of the County shall be required for the Company to fully assign its interest in this Agreement to an entity owned in part or in whole by or controlled the Company. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

10. **OTHER.**

a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.

b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. Facsimile and .pdf scanned signatures are acceptable under this Agreement.

g. Except as otherwise provided herein, each of the parties shall pay all reasonable fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.

h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns. Notwithstanding the foregoing, it is the intent of the parties that tax rebates / refunds shall continue to be delivered to and inure to the benefit of and be enforceable by the Company after any permitted assignment by the Company unless otherwise agreed in writing.

i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

j. All exhibits attached hereto are incorporated herein by reference.

k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.

11. **LIMITATIONS ON LIABILITY.** Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability. Neither party shall be liable to the other party for indirect, consequential, punitive or special damages.

12. **ATTORNEY FEES.** Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party thereafter file suit to enforce any provisions of this Agreement, then the prevailing party in such litigation shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

13. **VENUE**. The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

14. **EFFECTIVE DATE**. This Agreement shall only be binding and effective upon the parties once both parties have fully executed this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

LAKE CITY 47, LLC

Witness

Print or Type Name

By: _____

Print: _____

Title: _____

Witness

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of **LAKE CITY 47, LLC** on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or Type Name

Witness

Print or Type Name

By: _____,
_____, Chairman

ATTEST: _____
James M. Swisher, Jr.
Clerk of Court

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by _____, as Chairman of the **BOARD OF COUNTY
COMMISSIONERS, COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is
personally known to me.

(NOTARIAL SEAL)

Notary Public, State of Florida
My Commission Expires:

EXHIBIT "A" – SITE





COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 12/5/2024 Meeting Date: 12/12/2024

Department: County Attorney

1. Nature and purpose of agenda item:

Request to Seek Bids for Build-to-suit Helipad Site

2. Recommended Motion/Action:

To approve a request for proposals to lease County land to an air ambulance service provider for a build-to-suit helipad site.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, December 12, 2024

From: Joel F. Foreman



Re: **Request to Seek Bids for Build-to-suit Helipad Site**

Date: December 5, 2024

At its last meeting the Board was advised during public comment that an air ambulance service, sometimes referred to as a “life flight” service, would like to locate a helipad near the Columbia County Fire Station at Lake Jeffery Road. Staff met with Anthony Davis, who explained his company’s intentions for using a County site, and the justification for locating another helicopter in this part of the state. Mr. Davis stated, and the Fire Chief agrees, that approximately 400 calls per year in our regions (beyond just the County) go un-answered due to a lack of availability of helicopters to timely respond. When a call has to be canceled, a conventional ambulance completes the transport, but the transport takes much longer. In some cases, this can reduce the chance to save the patient’s life.

Locating a helipad near the County’s fire station will allow for ambulances to transport patients directly to the helipad in those circumstances where the helicopter cannot reach the patient at the scene of the accident (heavily wooded or developed areas where landing is unsafe). Even though the patient would be transported partly by conventional ambulance, the availability of a helicopter at a helipad location will allow for a much faster transport to Gainesville or Jacksonville.

Staff have discussed possible locations for this helipad site, and have settled on the parcel fronting Lake Jeffery Road between the Fire Station and Dollar General store. Use of this parcel will avoid disruption of the football fields and keep the helipad further from residential areas.

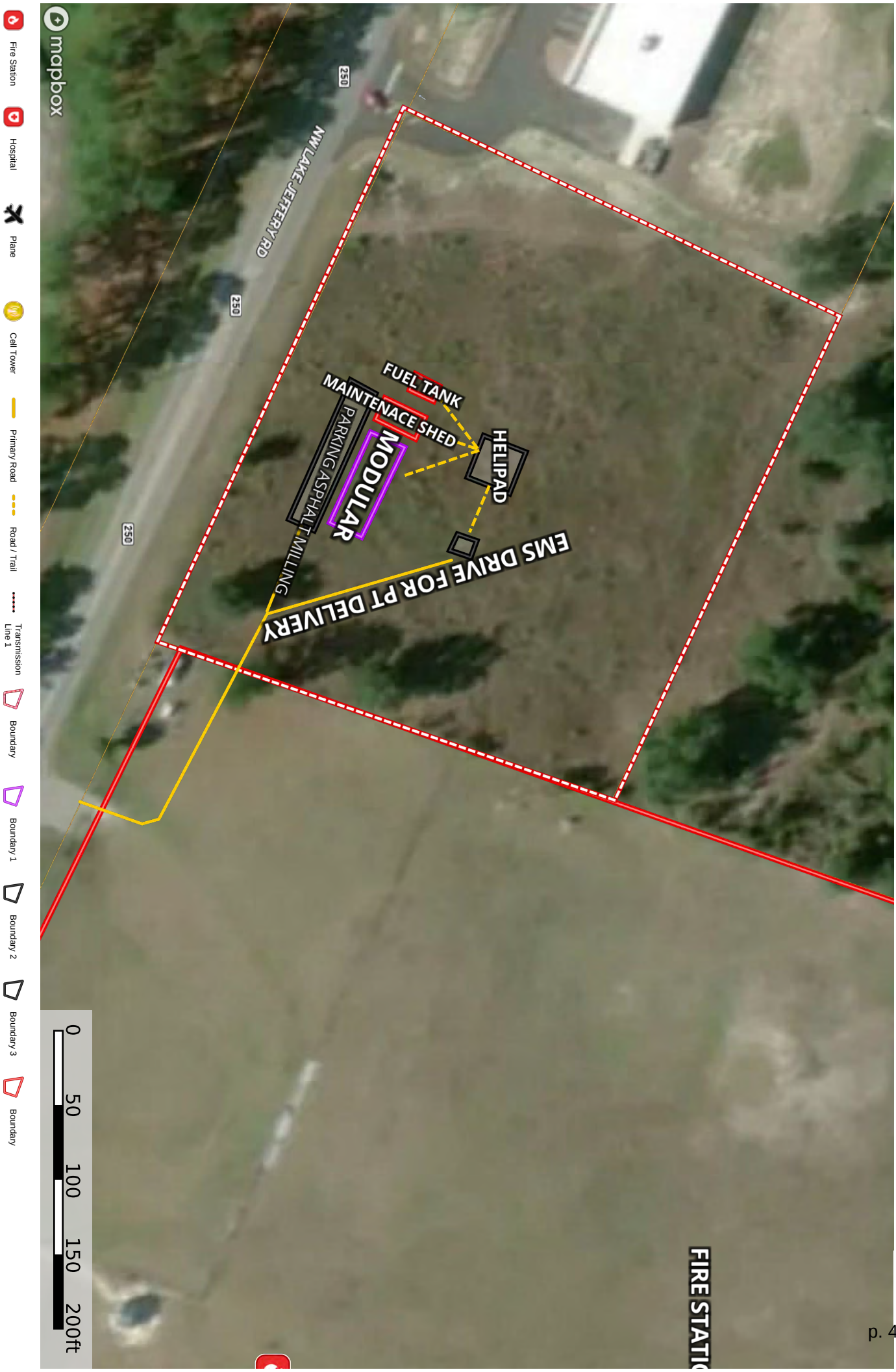
Because this project would entail leasing County land, the threshold question to the Board is whether it would like to offer this parcel for a build-to-suit lease. A map detailing minimum specifications for the improvements is attached. Purchasing would place a request for proposals, offering to lease the site only for an air ambulance or “life flight” service, and interested bidders would be required to build out their own improvements at their expense. Obviously permanent improvements to the property would become property of the County. Because the project would entail impervious areas, and because the County has other projects in development in the area, any surface water permitting would have to be done in concert with the County.

The Fire Chief is supportive of this project as he believes adding another helicopter in

Columbia County will serve public safety. Other concerned staff are also supportive of a project like this at this particular location.

The Board would have final approval of the top-ranked proposal and lease agreement.

Recommended motion: To approve a request for proposals to lease County land to an air ambulance service provider for a build-to-suit helipad site.





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

Department: BCC Administration

1. Nature and purpose of agenda item:

The HVAC system at the Courthouse failed and required emergency repairs to replace HVAC unit. BA 25-12 moves the funds from contingency to Courthouse Maintenance Account

2. Recommended Motion/Action:

Approve BA 25-12

3. Fiscal impact on current budget.

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

The budget amendment number is BA 25-12 using fund(s) 001-GENERAL FUND.

FROM:	TO:	AMOUNT:
001-8400-584.90-99 RESERVES/CONTINGENCY/RESERVE	001-1830-519.30-46 OPERATING EXPENDITURES/REPAIR & MAINTENANCE	\$50,000.00



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 11/27/2024 Meeting Date: 12/12/2024

Department: Tourist Development

1. Nature and purpose of agenda item:

BA 25-10 Approval to Transfer Funds from TDC Reserves for the RC Track Placement - \$250,000

2. Recommended Motion/Action:

Approve transfer

3. Fiscal impact on current budget.

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

The budget amendment number is BA 25-10 using fund(s) 107-TOURIST DEV/OPERATING and 302-GENERAL CAPITAL PROJECTS.

FROM:	TO:	AMOUNT:
107-8400-584.90-97 RESERVES/EQUIPMENT RESERVE	107-8100-581.91-32 INTERFUND TRANSFERS OUT/TO GENERAL CAP PROJECTS	\$250,000.00
302-0000-381.91-07 INTERFUND TRANSFERS IN/FROM TOURISM DEVELOPMENT	302-7240-572.60-63 CAPITAL OUTLAY/INFRASTRUCTURE	\$250,000.00

1. Call to Order: Commissioner Tim Murphy called the meeting to order at 9:00 am

2. Pledge to U.S. Flag

3. Roll Call: Clint Pittman, Interim Executive Director

TDC members in attendance: Commissioner Tim Murphy, Dennille Decker, Councilman Ricky Jernigan, Janak Patel, Chris Candler, Chris Wynn, Ketna Patel, and Janet Moses. **A quorum was present.**

TDC members NOT in attendance: Chris Candler and Councilman Bill Koon.

Staff in attendance: Clint Pittman, Chris Coleman, and Michelle Moore.

4. Staff or TDC Member Additions or Deletions to Agenda

5. Approval of Agenda:

A motion was made by Dennille Decker, second by Ketna Patel to approve the agenda as presented. The motion was approved.

6. Discussion and Action Items –

a. Clint Pittman, Interim Executive Director – Tourist Development

- i. Approval of Minutes – September 18, 2024 Meeting Minutes. **A motion was made by Dennille Decker, second by Janet Moses, to approve the minutes as presented. The motion was approved.**
- ii. Bed Tax and Smith Travel Report
- iii. FY2024 Year-End Financial Review – **A motion was made by Dennille Decker, second by Ketna Patel, to approve the FY2024 Year-End Financial Review. The motion was approved.**
- iv. Financial Reports - **A motion was made by Commissioner Tim Murphy, second by Councilman Ricky Jernigan, to approve the Financial Reports as presented. The motion was approved.**
- v. 2025 TDC Meeting Calendar - **A motion was made by Dennille Decker, second by Janak Patel to approve the 2025 TDC Meeting Calendar with May 28, 2025. The motion was approved.**
- vi. Approval to Transfer Funds from TDC Reserves for the Legislative Appropriation Match - \$750,000 - **A motion was made by Chris Wynn, second by Ketna Patel to approve the Transfer of Funds from TDC Reserves for the Legislative Appropriation Match of \$750,000. The motion was approved.**
- vii. Approval to Transfer Funds from TDC Reserves for the RC Track Placement - \$250,000 - **A motion was made by Chris Wynn, second by Janet Moses to approve the Transfer of Funds from TDC Reserves for the RC Track Placement of \$250,000. The motion was approved.**

- viii. Funding Request - Florida Prep Lacrosse on December 13-15, 2024 - \$20,000 – Airstream Ventures gave a verbal presentation to the TDC, on what Florida Prep Lacrosse is all about. **A motion was made by Ketna Patel, second by Councilman Ricky Jernigan to approve the funding request from Florida Prep Lacrosse in the amount of \$20,000. The motion was approved.**
- ix. Paradise Advertising Presentation – Rudy Webb with Paradise, gave a power point presentation on the FY25 Integrated Marketing Communications Plan.

7. Staff Reports

- a. Clint Pittman, Interim Executive Director – Tourist Development
 - i. Ultimate Catch Update
 - ii. Regional Sports Park Update (Flat Field Facility)
 - iii. Board Member Updates
 - iv. Employee Updates
- b. Michelle Moore, Office Manager – Tourist Development
 - i. Marketing Update
 - ii. Event Calendar
- c. Chris Coleman, Sports Marketing – Tourist Development
 - i. Event Review: Special Olympics
 - ii. Photos to Update Sports Website & Social Media Pages
 - iii. Current Sports Calendar

8. Open Public Comment to the TDC – 2 Minute Limit

9. TDC Member Comments

10. Next meeting is Wednesday, January 15, 2025, at 9:00 am

11. Adjournment 10:43am



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 11/27/2024 Meeting Date: 12/12/2024

Department: Tourist Development

1. Nature and purpose of agenda item:

BA 25- 09 Approval to Transfer Funds from TDC Reserves for the Legislative Appropriation Match for the 500 Acres/Regional Sports Park in the amount of \$750,000.

2. Recommended Motion/Action:

Approve transfer

3. Fiscal impact on current budget.

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

The budget amendment number is BA 25-09 using fund(s) 107-TOURIST DEV/OPERATING and 302-GENERAL CAPITAL PROJECTS.

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**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

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Today's Date: 12/5/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

In June of 2025, in this region the permitting of septic systems will transfer from the Florida Health Department to the Florida Department of Environmental Protection (FDEP). The County is working with the Health Department on easing this transition. Staff seeks direction on if the County wishes to offer/lease office space to the FDEP.

2. Recommended Motion/Action:

Discussion and Direction

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 11/27/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The County has been working on several utility issues and wish to update the Board of County Commissioners on projects including:

1. North Florida Regional Water Authority meeting December 11
2. North Florida Mega Industrial Park Wastewater Treatment Facility
3. Fort White Water Connection and Bulk Water Rates

2. Recommended Motion/Action:

Discussion and approval of any action items.

3. Fiscal impact on current budget.

This item has no effect on the current budget.



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 12/6/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

George Thomas, Mayor of Fort White, has requested the Commission consider an agreement for the conveyance and reversion of equipment (the Dump truck and backhoe).

2. Recommended Motion/Action:

Approve Agreement

3. Fiscal impact on current budget.

This item has no effect on the current budget.

AGREEMENT FOR THE CONVEYANCE AND REVERSION OF EQUIPMENT

THIS AGREEMENT is entered into this ____ day of _____ 2024, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein the “County”), and **THE TOWN OF FORT WHITE, FLORIDA**, a Florida municipality having a mailing address of 118 SW Wilson Springs Road, Fort White, Florida 32038 (herein the “Town”).

WHEREAS, the County currently owns two items of heavy equipment identified generically as a rubber-tired backhoe and dump truck, each described in greater detail in this Agreement, collectively referred to as the “equipment”;

WHEREAS, the County purchased the equipment at the request of the Town, with the County agreeing to do so for the mutual benefit of the Town and County;

WHEREAS, the County has previously loaned equipment to other agencies resulting in poor maintenance and loss of the County’s equipment, and the County does not wish to lend the equipment to the Town for fear of similar outcomes;

WHEREAS, the County wishes to convey the equipment to the Town for the Town to own and operate as it sees fit, but subject to certain terms and conditions set forth in this agreement;

WHEREAS, the Town wishes to accept conveyance of the equipment, and agrees and understands that such conveyance shall at all times be subject to this agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the County and Town agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are true and correct and are incorporated herein.
2. **CONVEYANCE OF EQUIPMENT.** Upon final execution of this agreement, the County shall cause to be conveyed to the Town the following:

Dump Truck

2023 Mack MG642

Serial# 1M2MDBAA4RS012187

Backhoe

2023 Caterpillar 420

Serial# CAT88420TH8T03830

Includes rake and grapple implements

3. **RESTRAINT AGAINST SALE OR OTHER DISPOSITION.** The Town shall not, for any reason, cause the equipment or any part thereof to be sold, traded, transferred, assigned, leased, loaned, surplused, scrapped, or otherwise disposed of without the express written approval of the Columbia County Manager.

4. **INSURANCE AND MAINTENANCE.** For so long as the Town holds title to the equipment, the Town shall see to all required maintenance to keep the equipment in good and serviceable condition, reasonable wear and tear excepted. The Town shall also be responsible for insuring the equipment against loss and liability and will further indemnify the County against any, all, and every claim arising by, from, or through the Town's ownership or operation of the equipment.

5. **OWNERSHIP.** Town agrees to allow County to use said equipment on a temporary basis should County need said equipment to perform work in the Fort White area of the County. County agrees to give Town reasonable notice of requested use. County agrees to be responsible to repair any damage to equipment that occurred during the use by the County. In cases where Town has immediate need of the equipment, a request from the County for equipment use may be prolonged or temporarily denied.

6. **TERM.** The term of this agreement shall run for so long as the equipment or any part thereof is owned by the Town.

7. **AMENDMENT.** This agreement may be modified only through a written amendment, executed with the same formalities as this agreement.

8. **ENTIRE AGREEMENT.** This agreement is the entire agreement between the parties with respect to the matters set forth herein. If this agreement conflicts with another, prior agreement between the parties, then this agreement shall take priority.

9. **SEVERABILITY.** If any part of this agreement is determined to be illegal or unenforceable for any reason, then the remaining parts of this agreement may be severed and enforced accordingly.

10. **NOTICE.** Except as provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. Alternatively, the parties may provide notice via verified electronic mail to the parties' respective official government email addresses provided below. The parties' representatives are:

County: County Manager

david_kraus@columbiacountyfla.com

Post Office Box 1529

Lake City, Florida 32056-1529

Town: Town Mayor
mayor@fortwhitefl.com
118 SW Wilson Springs Road
Fort White, Florida 32038

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF FORT WHITE, FLORIDA

THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, FLORIDA

George Jacob Thomas, Mayor

Tim Murphy, Chair

Attest:

Attest:

Connie Brecheen, Town Clerk

James M. Swisher, Jr., Clerk

Approved as to Form:

Approved as to Form:

Lindsey Lander, Town Attorney

Joel Foreman, County Attorney



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 12/3/2024 Meeting Date: 12/12/2024

Department: Human Resources

1. Nature and purpose of agenda item:

In an effort to begin participating in a "grow your own" program, the County would start onboarding new firefighters/EMT's at the Columbia County Fire Department through this training/tuition agreement. Funding would come from existing Fire and Rescue training budget. Both Suwannee and Alachua County have similar programs

2. Recommended Motion/Action:

Approve Employee Training/Tuition Agreement

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 102-2200-522.30-55

**COLUMBIA COUNTY
EMPLOYEE TRAINING/TUITION AGREEMENT**



This Training/Tuition Agreement (the "Agreement") is voluntarily entered into between [PRINT or TYPE FULL NAME]

_____, an employee of Columbia County (from now on referred to as the "Employee") and Columbia County (from now on referred to as the "County") for the purpose of attending the certification program(s) specified and entitled as follows:

To meet the minimum qualifications for the position of _____.

The certification program(s) specified above is deemed desirable by both the Employee and the County. This Agreement shall set forth the mutually agreed-to contract terms and conditions as follows:

- The County will pay the tuition, required textbooks, applicable supplies, lab fees for the program(s), and any necessary physical examinations. The Employee shall be financially responsible for paying certification and licensing fees (if any). Payment(s) will be made directly to the institution providing the program(s). Should any additional terms and conditions set forth below not be met by the Employee, it shall constitute a breach of contract, and the Employee may be required to reimburse the County as determined by the County.

For the position of Firefighter, all newly hired employees are required to obtain State of Florida Emergency Medical Technician (EMT) certification and State of Florida Certificate of Compliance as a Firefighter 2 within one (1) year of their original hire date as a full-time employee with the County. For the position of Rescue Lieutenant, all newly hired employees are required to obtain their State of Florida Certificate of Compliance as a Firefighter 2 within one (1) year of their original hire date.

The employee must begin the requirement certification program(s) within one (1) year of their original hire date, and if the program(s) completion date is after one (1) year from the original hire date, the Employee may be given an additional three (3) months to pass the certification State/National exam(s) at the discretion of the County. If the certification program(s) completion date is within one (1) month of the Employee's one (1) year from the original hire date, the Employee may be given an additional three (3) months to pass the State/National exam(s) at the discretion of the County.

The Employee must successfully pass the specified course(s) and (if applicable) any Florida and National certification examination or processes following the completion of the program(s). If the Employee fails on the first attempt at certification, the Employee may attempt additional certification attempts at the Employee's own expense within the timeframe discussed above.

- The Employee entirely agrees to remain an active employee of the Columbia County Fire Rescue Department for not less than three [3] years from the State certification date. Active employees shall be defined as full-time employees engaged with the Columbia County Fire Rescue Department in their applicable job classification.
- If employment is separated within the two-year agreement, the Employee may be financially

**COLUMBIA COUNTY
EMPLOYEE TRAINING/TUITION AGREEMENT**



responsible for repayment of costs of attending the Emergency Medical Technician and Firefighter I/Firefighter II minimum standards courses to the County.

- The financial obligation is directly tied to the cost of the course. For instance, attending the Firefighter minimum standards course can cost approximately \$2400-\$3120 in the current market, while the Emergency Medical Technician certification course costs approximately \$2400. The reimbursement schedule is pro-rated for every month the Employee leaves before completing their two-year commitment. For the Firefighter minimum standards course, if an Employee leaves before their two-year commitment, their reimbursement costs will be calculated by dividing the total cost by the 24-month commitment.

(Example \$2400-\$3120) / 24 months = \$100/\$130 per month of incomplete time with the department.

Emergency Medical Technician \$2400 / 24 months = \$100 per month.

The Employee understands and agrees that the repayment of costs can be made voluntarily, through recoupment by the County from the Employee, Employee's wages, or leave accrual by law, or by collection action by the County or a collection agency hired by the County.

Furthermore, if the Employee fails to complete the required certifications program(s) within the specified timeframes, the Employee may be subject to termination for failing to meet the job classification's minimum requirements.

Employee Signature [Undersigned]

Date

The preceding instrument was acknowledged before me this _____ day of _____, 20____,

by _____ who has produced _____ as

identification OR _____ Personally known.

Notary Public

NOTARY STAMP HERE

FOR THE DEPARTMENT AND THE COUNTY:

Director of Fire Rescue/Fire Chief

Date

Director of Human Resources

Date



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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Today's Date: 11/26/2024 Meeting Date: 12/12/2024

Department: Emergency Management

1. Nature and purpose of agenda item:

The Florida Division of Emergency Management (FDEM) has issued agreement Z4584 for Hurricane Milton related activities..

2. Recommended Motion/Action:

Approve Agreement Z4584 and BA 25-08

3. Fiscal impact on current budget.

This item is not budgeted. The proposed budget amendment to fund this request is provided below.
The budget amendment number is BA 25-08 using fund(s) 001-GENERAL FUND.

FROM:	TO:	AMOUNT:
001-0000-331.90-33 OTHER FEDERAL GRANTS/HURRICANE MILTON	001-2702-525.30-49 OPERATING EXPENDITURES/OTHER CHARGES	\$3,000,000.00



COLUMBIA COUNTY EMERGENCY MANAGEMENT

P.O. Box 1787, Lake City, FL 32056-1787
263 NW Lake City Avenue, Lake City, FL 32055
Telephone (386) 758-1383 • EOC Hotline Number (386) 719-7530
www.columbiacountyem.com

MEMORANDUM

To: David Kraus, County Manager

Fr: Shayne Morgan, FPEM, FMI, Emergency Management Director

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

Dt: November 26, 2024

Re: Hurricane Milton, Z4584

Emergency Management has received agreement number Z4584 to receive the reimbursements from 2024 Hurricane Milton, DR4834. It is estimated for us to receive approximately 3 million dollars from the expenditures put out by the county. By signing this agreement this allows Columbia County to receive the payments from the Florida Division of Emergency Management.

If you have any questions please feel free to let me know

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Columbia County

Subrecipient's unique entity identifier: RFNKFJ8E2ME8

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity: _____

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

Columbia County (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 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. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. 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.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

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

Name: Shayne Morgan, Director, Columbia County EM
Address: 263 NW Lake City Avenue
Lake City, FL 32055
Telephone: (386) 758-1383
Email: shayne_morgan@columbiacountyfla.com

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 in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(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, 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 Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency'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 Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient 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 award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, 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 Subrecipient 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 Subrecipient’s personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau’s overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor’s report.
- f. Per (2 CFR §200.512(d), the subrecipient’s auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, 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 Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political 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 Agency 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 Subrecipient 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.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) 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. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

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

SUBRECIPIENT: Columbia County

By: _____

(Signature)

Name: Timothy Murphy

Title: Chairman, Columbia County

Date: December 12, 2024

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized
Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Columbia County

Box 1: Authorized Agent (Full Access)

Name Timothy Murphy
 Signature _____
 Organization / Official Position
Chairman, Columbia County
 Mailing Address
PO Box 1529
 City, State, Zip
Lake City, FL 32055
 Daytime Telephone
(386) 755-4100
 E-mail Address
tmurphy@columbiacountyfla.com

Box 2: Primary Contact (Full Access)

Name Shayne Morgan
 Signature _____
 Organization / Official Position
Director, Columbia County Emergency Management
 Mailing Address
263 NW Lake City Avenue
 City, State, Zip
Lake City, FL 32055
 Daytime Telephone
(386) 758-1383
 E-mail Address
shayne_morgan@columbiacountyfla.com

Box 3: Alternate Contact (Full Access)

Name David Kraus
 Signature _____
 Organization / Official Position
Columbia County Manager
 Mailing Address
PO Box 1529
 City, State, Zip
Lake City, FL 32055
 Daytime Telephone
(386) 755-4100
 E-mail Address
david_kraus@columbiacountyfla.com

Box 4: Other-Finance/Point of Contact (Full Access)

Name Ben Scott
 Signature _____
 Organization / Official Position
Finance Director BCC - Clerk of Courts Office
 Mailing Address
PO Box 2069
 City, State, Zip
Lake City, FL 32055
 Daytime Telephone
(386) 719-1452
 E-mail Address
ben_scott@columbiacountyfla.com

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name Amy Overstreet
 Signature _____
 Organization / Official Position
Finance Officer -- Columbia County Board of County Commissioners
 Mailing Address
PO Box 1529
 City, State, Zip
Lake City, FL 32055
 Daytime Telephone
(386) 758-3338
 E-mail Address
aoverstreet@columbiacountyfla.com

Box 6: Other-Environmental-Historic (Full Access)

Name _____
 Signature _____
 Organization / Official Position

 Mailing Address

 City, State, Zip

 Daytime Telephone

 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

December 12, 2024

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Columbia County

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 1

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000564

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 023-99023-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Timothy Murphy, Chairman Columbia County

Name and Title

135 North East Hernando Avenue, Suite 203

Street Address

Lake City, FL, 32055

City, State, Zip

December 12, 2024

Date

Columbia County

Subrecipient's Name

Z4584

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) 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

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

The applicant 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.

The applicant 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.

The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107; 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.
- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 29 C.F.R. Part 200, Appendix II, § D.

¹⁹ 29 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. 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).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

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.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the **(insert name of non-federal entity entering into the contract)** and understands and agrees that the **(insert name of the non-federal entity entering into the contract)** will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the **(insert name of the non-federal entity entering into the contract)** and understands and agrees that the **(insert name of the non-federal entity entering into the contract)** will, in turn, report each violation as required to assure notification to the **(insert name of the pass-through entity, if applicable)**, Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s 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).

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an 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.

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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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.

The Subrecipient or contractor, Columbia County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Timothy Murphy, Columbia County Board Chair
Name and Title of Subrecipient/contractor's Authorized Official

December 12, 2024
Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Timothy Murphy

Title: Columbia County Board Chair

Signature:

Date: December 12, 2024



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:

Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at fdem-pa-compliance@em.myflorida.com.



RECOVERY BUREAU

RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: Hurricane Milton DR 4834

Subrecipient Name (Entity): Columbia County

Fiscal Year End Date: September 30, 2025

Risk Assessment Completed by: Shayne Morgan Date: November 26, 20

1. Has this entity ever been suspended or debarred?

- ☒ A. No, this entity has not been suspended or debarred within the last 10 years.
- ☐ B. Yes, this entity has been suspended or debarred in the last 4-10 years.
- ☐ C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?

- ☐ A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
- ☒ B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
- ☐ C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

3. Has this entity been awarded Public Assistance funding within the last 10 years?

- ☒ A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
- ☐ B. Yes, this entity has been awarded Public Assistance funding for 1 event.
- ☐ C. No, this entity has not been awarded Public Assistance funding.

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- ☒ A. Yes, obligated large projects.
☒ B. Yes, obligated small projects.
☐ C. No.

Comments:

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- ☒ A. Yes.
☐ B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
☐ C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- ☒ A. No.
☐ B. Yes, there has been turnover in one (1) Key Personnel position.
☐ C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:



RECOVERY BUREAU

RISK ASSESSMENT QUESTIONNAIRE

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- ☒ A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- ☐ B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- ☐ C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- ☒ A. Yes.
- ☐ B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- ☐ C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- | | |
|---|---|
| ☒ Accounting | ☒ Ethics |
| ☒ Conflict of Interest | ☒ Inventory, Property, and |
| ☒ Internal Controls | ☒ Equipment Records Retention |
| ☒ Procurement | |
| ☒ Timekeeping and Payroll | |

Comments:



RECOVERY BUREAU RISK ASSESSMENT QUESTIONNAIRE

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: \$ _____

Category B: \$ 3,000,000.00

Category C: \$ _____

Category D: \$ _____

Category E: \$ _____

Category F: \$ _____

Category G: \$ _____

Category Z: \$ _____

For FDEM Use Only

FDEM Comments:

Risk Assessment Reviewed by: _____ Date: November 2

Preliminary Result:

Risk Rating:

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

Today's Date: 11/27/2024 Meeting Date: 12/12/2024

Department: BCC Administration

1. Nature and purpose of agenda item:

The Clerk's Office requests the appointment of an Alternate to the Value Adjustment Board

2. Recommended Motion/Action:

Approve Alternate to the Value Adjustment Board

3. Fiscal impact on current budget.

This item has no effect on the current budget.