

BOARD OF COUNTY COMMISSIONERS

REGULAR MEETING

SCHOOL BOARD ADMINISTRATIVE COMPLEX

372 WEST DUVAL STREET

May 21, 2026 at 5:30 P.M.

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 Rocky Ford)

Pledge to U.S. Flag

Additions or Deletions

Approval of Agenda

Proclamations

Tim Murphy, Chairman

- (1) Proclamation 2026P-18 Recognition of CHS Students Rylan Moses, Kevin Windham, Ruby Chandler and Mason Duson (p.1)
- (2) Proclamation 2026P-19 - Recognition of Joseph Deming and Luke McKenny from Ft White High School - National Genius Olympiad Competition (p.9)
- (3) Proclamation 2026P-20 Recognition of Columbia County Highschool Girls Softball - Region 1-4A Title (p.12)

Presentation of the Board Not Requiring Board Vote or Action

- (1) Columbia County 4-H Youth Scholarship Appreciation (p.13)
- (2) America 250 Update (p.14)
- (3) Update on Emergency Medical Services - AmeriPro EMS (p.15)

Approval of Consent Agenda

Adoption of Consent Agenda

Discussion and Action Items

Joel Foreman, County Attorney

- (1) Request for Adoption Hearing - Municipal Service Taxing Units for Law Enforcement and EMS Services (p.16)

Kevin Kirby, Assistant County Manager

- (2) Traffic Signal Technician I position (p.36)
- (3) RFP 2026-F Cumorah and Jail Tower Decommissioning - Globenet Telecommunications, LLC - \$232,660.00 (p.39)

Jeff Crawford, Fire Chief

- (4) Resolution No. 2026R-21 - Extending the Burn Ban (p.90)

David Kraus, County Manager

- (5) RFQ 2026-H Grant Administration and Writing Services (p.93)
- (6) RFP 2026-E CDBG Grant Administration - Public Consulting Group LLC - \$175,000.00 (p.137)
- (7) Memorandum of Understanding with Florida Division of Emergency Management - Elevate Florida (p.146)
- (8) BA 26-35 9-1-1 Rural Spring Grant Agreement acceptance and budget amendment - \$63,155.64 (p.155)
- (9) Discussion Possible Amendments to Code of Ethics (p.204)

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: 5/5/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

To recognize CHS Students Rylan Moses, Kevin Windham, Ruby Chandler and Mason Duson

2. Recommended Motion/Action:

Approve Proclamation 2026P-18

3. Fiscal impact on current budget.

This item has no effect on the current budget.

Fwd: Donation for Welding Competition

From David Kraus <dkraus@columbiacountyfla.com>

Date Wed 5/6/2026 11:01 AM

To John Crews <jcrews@columbiacountyfla.com>; Ambreia Woodson <awoodson@columbiacountyfla.com>

Sent from my iPhone

Begin forwarded message:

From: Tiara Arline <arlinet@columbiak12.com>

Date: May 6, 2026 at 10:58:31 AM EDT

To: Vanquiece Brown <vbrown@columbiacountyfla.com>

Cc: Angela Coppock <coppocka@columbiak12.com>, Jennifer Daniels
<jdaniels@columbiacountyfla.com>, David Kraus <dkraus@columbiacountyfla.com>

Subject: Re: Donation for Welding Competition

**External Sender - From: (Tiara Arline
<arlinet@columbiak12.com>)**

This message came from outside your organization.

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

Good morning,

We have four students, two welding students and two aerospace technology students.

Will you please share the time and location of the meeting? Thank you!

Aerospace students

Rylan Moses

Kevin Windham

We could use a subscription to DroneDeploy and/or Pix4D, in addition to funding for travel, food, and hotel accommodations, and any entertainment or recreation throughout our week-long stay in Atlanta, Georgia.

Rylan and Kevin will compete by programming an automated mission plan and hand-flying a mission that includes precision flying, data recording, and beyond-line-of-sight flying.

Welding Students

Ruby Chandler

Mason Dusen

We will generously need funding for travel, food, and any entertainment or recreation throughout our week-long stay in Atlanta, Georgia.

At the competition both competitors will be interviewed, tested and display their skills with an on-site welding demonstration. Ruby will be competing in the welding sculpture competition, and Mason will be competing in the Individual welding competition.

There are over 100 competition areas held by SkillsUSA, with all 50 states participating. Last year SkillsUSA had around 20,000 attendees with 7,000 being competitors.

On Tue, May 5, 2026 at 4:37 PM Vanquiece Brown

<vbrown@columbiacountyfla.com> wrote:

Just got word from David Kraus, he would like for the members of the welding class to attend the Board of County Commission meeting on the 21st. He also needs their names and info on the competition. I have the document you sent on the conference and the important dates etc. Please forward the following:

1. Names of students attending the conference
2. What donations are still needed for the group
3. What will they be doing at this competition
4. About how many, if you know, groups will be there

I can do a writeup of their previous win where they took first place. I can also break down the conference guide info that you sent.

Thanks

Van Brown

Economic Development Specialist

Business Retention and Expansion (BRE)

Board of County Commissioners

Columbia County

971 W Duval St Suite 150

Lake City, FL 32055

386-758-3355

vbrown@columbiacountyfla.com





Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CHS WELDING DONATION

For the
2026 SkillsUSA Nationals in Atlanta Georgia
June 1st - 5th



Introduction

Ruby Chandler and Mason Dusen are both seniors at CHS. Ruby is a 4th year welding student and Mason is a 2nd year student. Ruby is competing in Welding sculpture where she will present a sculpture, be interviewed, and have an on-site welding demonstration. Mason will display and be judged for his skills with on-site welding demonstrations and blueprint reading. Both currently have three AWS welding certifications: SMAW, GMAW, and FCAW. Mason joined SkillsUSA to combine his passion in competing and welding. Ruby is a returning SkillsUSA member after competing in Welding Fabrication Team her junior year. She chose sculpture for a change and advanced welding with a presentation. Both are excited and eager to represent Columbia County and the State of Florida for Nationals this June!



Transportation

Gas

Increasing gas prices at an average of \$4.46 - \$4.51 per gallon in FL, and an average \$4 - \$4.10 per gallon in GA.

A round trip from Lake City, FL to Atlanta, GA is approximately 575-585 miles.

Additional driving throughout the week, say 3 days, will add an estimated 200-250 miles in Atlanta.

If hopefully renting a full-size SUV the average MPG will be from 15-18.

$580 \text{ miles} \div 17 \text{ MPG} = 34.11 \text{ Gallons} \times \$4.50 = \$153.50$

$230 \text{ miles} \div 17 \text{ MPG} = 13.52 \text{ Gallons} \times \$4.10 = \$55.43$

Total: \$209

Renting Vehicle

Renting a car could be anywhere from **\$400 to \$700.**



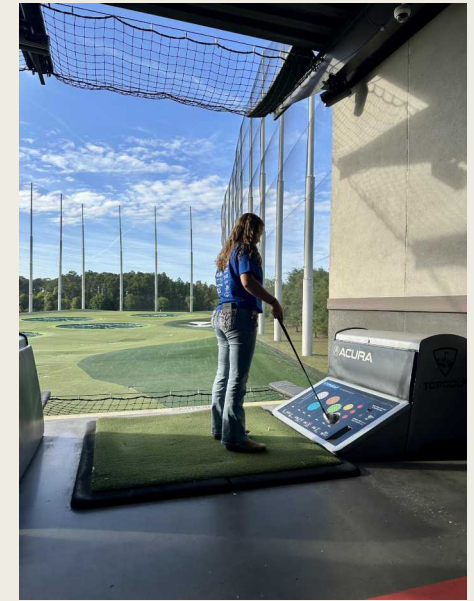
Food

With 2 competitors and 2 chaperones eating 22 meals over the span of a week in Atlanta Georgia we would need an estimated \$1,500 to \$1,850 for fast dining or \$3,150 to \$4,550 for sit down dining.



Recreation

A donation for recreation would be greatly appreciated by Ruby and Mason for the week. We would love to experience the Atlanta Aquarium, the CocaCola plant and our traditional SkillsUSA trip TopGolf session along with anything else time permits.





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Today's Date: 5/1/2026 Meeting Date: 5/21/2026

Department: Commissioner District 2

1. Nature and purpose of agenda item:

Recognition of two students attending Fort White High School, with 4.0 gpa's -- Joseph Deming and Luke McKenny - with the leadership of their mentor/advisor, Mr. Wayne Oafkey have been selected for the National Genius Olympiad competition at St. John Fisher University in Rochester, New York on June 8-13. They are requesting assistance. Proclamation is being prepared.

2. Recommended Motion/Action:

Approve Proclamation 2026P-19

3. Fiscal impact on current budget.

This item has no effect on the current budget.

David Kraus

From: Rocky Ford
Sent: Wednesday, April 29, 2026 8:12 AM
To: David Kraus
Subject: Fwd: Fort White student opportunity

Sent from my iPad

Begin forwarded message:

From: dennis deming <liveoak322@yahoo.com>
Date: April 29, 2026 at 8:06:01 AM EDT
To: Rocky Ford <rford@columbiacountyfla.com>
Subject: Re: Fort White student opportunity

External Sender - From: (dennis deming <liveoak322@yahoo.com>)
This message came from outside your organization.

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

On Tuesday, April 28, 2026 at 07:02:43 PM EDT, Rocky Ford <rford@columbiacountyfla.com> wrote:

I will ask to put it on our agenda at the next meeting not this Thursday but the Thursday following I would need someone to come and represent the kids from the school and the amount you were asking for Rocky Ford

Sent from my iPad

On Apr 28, 2026, at 11:57 AM, dennis deming <liveoak322@yahoo.com> wrote:

Good afternoon, Mr. Ford,

Two outstanding young men are attending Fort White High School with 4.0 grade points. Mr. Joseph Deming and Mr. Luke McKenny. With the leadership of their mentor/advisor, Mr. Wayne Oafkey, they have teamed up and have competed locally, regionally, and statewide in the annual science fair. They were invited to submit a research paper to qualify for the national Genius Olympiad competition at St. John Fisher University in Rochester, New York, June 8-13, and were selected. This is a great opportunity for our future leaders to represent Columbia County with our finest. As with everything worthwhile, it comes with a price. As airfare, lodging, and food have continued to rise, they would like to "pitch" it to the commission in hopes of some financial support.

Mr. Ford, can you advise us on the proper steps to take? As I know you, our district representative, support us, perhaps you would help persuade Mr. Parnell, Mr. Hollingsworth, Mr. Phillips, and Mr. Murphy of this worthy cause. We look forward to your reply and guidance.
Thank you in advance for your continued support.

With kindest regards,

Dennis Deming
219 SW Round House Ct.
Fort White Fl. 32036



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Today's Date: 5/15/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

The CHS Girls Softball team clinched the Region 1-4A title and will head to compete for the State Girls Softball championship

2. Recommended Motion/Action:

Approve 2026P-20

3. Fiscal impact on current budget.

This item has no effect on the current budget.



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Today's Date: 5/13/2026 Meeting Date: 5/21/2026

Department: County Extension

1. Nature and purpose of agenda item:

To recognize and thank the Columbia County Board of County Commissioners for their support of youth scholarships and to provide an opportunity for a Columbia County 4-H youth member to share how the scholarship provided to attend National 4-H Zoo Apprenticeship over the holiday break has positively impacted their educational and leadership journey through Columbia County 4-H programming.

2. Recommended Motion/Action:

Information only; no Board action required.

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: 2/23/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

America 250 Update

2. Recommended Motion/Action:

Update Only

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: 5/13/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

AmeriPro will provide an update on current EMS services

2. Recommended Motion/Action:

None

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: 5/15/2026 Meeting Date: 5/21/2026

Department: County Attorney

1. Nature and purpose of agenda item:

Request for Adoption Hearing - Municipal Service Taxing Units for Law Enforcement and EMS Services

2. Recommended Motion/Action:

Adoption

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, May 21, 2026

From: Joel F. Foreman



Re: **REQUEST TO SET ADOPTION HEARING**
Municipal Service Taxing Units for Law Enforcement and EMS Services

Date: May 15, 2026

The Board has previously directed staff to prepare proposed ordinances that would, if adopted, create two municipal service taxing units ("MSTU").

The first, the Law Enforcement MSTU would apportion the Sheriff's part of the County's annual budget into an assessment reflected on tax bills as being collected for that purpose. There would be a concomitant reduction in the County's ad valorem millage rate. If all municipalities within the County also participate, the entirety of the Sheriff's budget may be apportioned. However, if any municipality does not opt to participate, then only those portions of the Sheriff's budget expended for law enforcement services will be included. In other words, the Sheriff's office functions in corrections and court services would remain under the existing budget structure while all other functions would be funded through the new MSTU.

The second MSTU is the Emergency Medical Services MSTU, representing a new expense category for the County to acquire and operate its own EMS equipment and personnel. Since this is largely a new expense, only those portions that would pay existing expenses would cause a reduction in the ad valorem assessment, while new expense would be paid from new revenues generated by the MSTU. As with the Law Enforcement MSTU, consent of the municipalities will make the MSTU uniform across the entirety of the County.

For either of these to be available to the Board for the 2026-27 fiscal year, it is required that they be adopted by ordinance before July 1, 2026. Because any municipality consent must also be given by ordinance, and because municipal ordinances require two readings, it is necessary to set an adoption schedule so the municipalities can complete their processes for adoption prior to the County's adoption of its ordinance.

I am therefore requesting that the Board set June 18, 2026, its last meeting before July 1, as the date for adoption of the attached ordinances. Although the hearing date will be set for purposes of giving notice by publication, setting the hearing does not require the Board to adopt the ordinances at the hearing.

Recommended motion: To set adoption hearings for the Law Enforcement and EMS MSTU ordinances for June 18, 2026.

COLUMBIA COUNTY, FLORIDA

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED JUNE 18, 2026

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ATTACHMENT:

DESCRIPTION OF LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNITA-1

ORDINANCE NO. 2026-_____

AN ORDINANCE CREATING THE LAW ENFORCEMENT MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE LAW ENFORCEMENT MSTU; AUTHORIZING THE LAW ENFORCEMENT MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE LAW ENFORCEMENT AND CORRECTIONS SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE LAW ENFORCEMENT MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE LAW ENFORCEMENT MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund law enforcement and corrections services, facilities and programs within any part or all of the

unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The purpose of this Ordinance is to create the Law Enforcement Municipal Service Taxing Unit (the "Law Enforcement MSTU") to fund law enforcement and corrections services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with law enforcement and corrections services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs, can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

(F) The County is required to include and fund the approved annual budget of the Law Enforcement MSTU within the County's annual budget.

(G) The levy of millage on any parcel of property within the Law Enforcement MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“Annual Budget” means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

“Board” means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Law Enforcement Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Law Enforcement Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the Law Enforcement MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

(B) The budget and millage rate for the Law Enforcement MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the Law Enforcement MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The Law Enforcement MSTU is established for the provision of law enforcement and corrections services, facilities, and programs provided by the County and the Columbia County Sheriff's Office for the use and benefit of the property or persons within the boundaries of the Law Enforcement MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing law enforcement facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

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

Tim Murphy, Chairman

ATTEST:

By: _____
James M. Swisher, Jr.
Clerk of Circuit Court

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A

**DESCRIPTION OF
LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

**LAW ENFORCEMENT
MUNICIPAL SERVICE TAXING UNIT**

The Law Enforcement Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.

Includes Municipalities

COLUMBIA COUNTY, FLORIDA

**EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

ADOPTED June 18, 2026

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ATTACHMENT:

DESCRIPTION OF EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT	A-1
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ORDINANCE NO. 2026-_____

AN ORDINANCE CREATING THE EMERGENCY MEDICAL SERVICES MUNICIPAL SERVICE TAXING UNIT FOR THE ENTIRE AREA OF COLUMBIA COUNTY, FLORIDA, INCLUDING THE INCORPORATED AREAS OF THE CITY OF LAKE CITY AND THE TOWN OF FORT WHITE; PROVIDING CERTAIN FINDINGS; PROVIDING DEFINITIONS; DESCRIBING THE BOUNDARIES OF THE EMERGENCY MEDICAL SERVICES MSTU; AUTHORIZING THE EMERGENCY MEDICAL SERVICES MSTU TO ANNUALLY LEVY AD VALOREM TAXES TO PROVIDE EMERGENCY MEDICAL SERVICES, FACILITIES AND PROGRAMS; AUTHORIZING A PLEDGE OF THE EMERGENCY MEDICAL SERVICES MSTU AD VALOREM TAX REVENUES TO THE RETIREMENT OF DEBT WHEN APPROVED BY THE ELECTORS OF THE EMERGENCY MEDICAL SERVICES MSTU AS PROVIDED BY GENERAL LAW; AUTHORIZING THE ISSUANCE OF DEBT UPON REFERENDUM APPROVAL; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 1(g) of the Florida Constitution, Sections 125.01 and 125.66, Florida Statutes, and the Home Rule Charter for Columbia County, Florida, the Board of County Commissioners (the "Board") of Columbia County, Florida (the "County"), has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit to fund essential facilities and municipal services, such as emergency medical services, facilities and

programs, within any part or all of the unincorporated area of the County and within the boundaries of a municipality if the municipality consents by ordinance to inclusion within the municipal service taxing unit.

(C) Sections 1.4 and 2.8 of the Home Rule Charter for Columbia County, Florida provides that the Board of County Commissioners shall have all powers to accomplish county and municipal purposes, which includes the authority to create municipal service taxing units.

(D) The purpose of this Ordinance is to create the Emergency Medical Services Municipal Service Taxing Unit (the "EMS MSTU") to fund emergency medical services, facilities, and programs within the MSTU as established in Section 3 hereof.

(E) The County has determined that certain costs associated with emergency medical services, facilities, and programs including, but not necessarily limited to, personnel costs, salaries, operation costs, and capital costs associated with emergency medical services can be properly allocated between the incorporated and unincorporated areas of the county based upon the relative amounts of service provided within each area.

(F) The County is required to include and fund the approved annual budget of the EMS MSTU within the County's annual budget.

(G) The levy of millage on any parcel of property within EMS MSTU by all municipalities and all municipal service taxing units established by the County may not exceed 10 mills.

SECTION 2. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“Annual Budget” means the budget adopted as a part of the annual County budget, which approves the budgeted revenues and expenditures of the MSTU revenues at a level of detail required for the annual financial report under Section 218.32(1), Florida Statutes.

“Board” means the Board of County Commissioners of Columbia County, Florida, which shall also be the governing body of the MSTU pursuant to Section 125.01(2), Florida Statutes.

“County” means Columbia County, Florida.

“MSTU” means the Columbia County Emergency Medical Services Municipal Service Taxing Unit created pursuant to Section 3 hereof.

SECTION 3. CREATION. The Emergency Medical Services Municipal Service Taxing Unit is hereby created as a new taxing unit which shall be coterminous with the entire area of the County, including the incorporated areas of the City of Lake City and the Town of Fort White, existing on January 1, 2026, and the first day of January each year thereafter, as more particularly described in Attachment A.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized to levy annual ad valorem taxes upon taxable real and personal property within the EMS MSTU beginning with the County budget for the fiscal year beginning October 1, 2026.

(B) The budget and millage rate for the EMS MSTU shall be approved and levied in the manner provided by general law for the levy of County ad valorem taxes.

(C) The millage rate levied within the EMS MSTU shall not exceed the rate authorized by Section 125.01(1)(q), Florida Statutes, and Article VII, Section 9(b) of the Florida Constitution.

SECTION 5. PURPOSE AND AUTHORIZATION OF EXPENDITURES. The EMS MSTU is established for the provision of emergency medical services, facilities, and programs provided by or through Columbia County for the use and benefit of the property or persons within the boundaries of the EMS MSTU.

SECTION 6. BOND REFERENDUM. In the event the Board desires to pledge the MSTU's ad valorem tax to the retirement of debt issued for the purpose of financing EMS facilities and equipment, the Board shall cause a bond referendum election to be held in accordance with applicable provisions of general law. Upon approval at referendum, the Board shall have all powers necessary to issue bonds in accordance with Florida law.

SECTION 7. CODIFICATION. It is the intention of the Board of County Commissioners of Columbia County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Columbia County, Florida, that the sections of this ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section" or "article," or other appropriate designation.

SECTION 8. EFFECTIVE DATE. The Clerk shall file a certified copy of this Ordinance with the Department of State within ten days of its adoption. The Ordinance shall take effect as provided by law.

DULY ENACTED this 18th day of June, 2026.

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

Tim Murphy, Chairman

ATTEST:

By: _____
James M. Swisher, Jr.
Clerk of Circuit Court

APPROVED AS TO FORM:

By: _____
Joel F. Foreman
County Attorney

ATTACHMENT A

**DESCRIPTION OF
EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

**EMERGENCY MEDICAL SERVICES
MUNICIPAL SERVICE TAXING UNIT**

The Emergency Medical Services Municipal Service Taxing Unit includes such lands lying within Columbia County, Florida, as described in Section 7.12, Florida Statutes, including the incorporated municipal limits of the municipalities of Lake City and Fort White.



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: 5/15/2026 Meeting Date: 5/21/2026

Department: Public Works

1. Nature and purpose of agenda item:

To begin creating a succession plan in the Public Works Sign Shop with an entry-level position.

2. Recommended Motion/Action:

Approve Traffic Signal Technician I position

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 101-4240-541.10-12



POSITION DESCRIPTION

POSITION: TRAFFIC SIGNAL TECHNICIAN I

LOCATION: PUBLIC WORKS

PAY GRADE: 120

EXEMPTION STATUS: NON-EXEMPT

SCHEDULE: FULL-TIME, 40 HOURS PER WEEK, MONDAY – FRIDAY WITH ROTATING ON-CALL DUTY AFTER HOURS, WEEKENDS AND HOLIDAYS. ~~OCCASIONAL~~ REGULAR OVERTIME REQUIRED

ABOUT COLUMBIA COUNTY

Columbia County is one of Florida's best-kept secrets, with pockets of quiet and peaceful springs. Columbia County is the home of Florida's Springlands, with multiple natural springs, lakes, rivers, and nine beautiful state parks. In 2022, the US Census Bureau [QuickFacts](#) estimated Columbia County has a population of 72,000 residents. Columbia County is a southeast sports destination and hosts multiple tournaments and camps. Columbia County requires a diverse and dedicated workforce to provide services for Columbia County residents to live and work and for the visitors who experience our piece of the Florida playground. Consider applying for a position with us today.

JOB DESCRIPTION

This is highly skilled work installing and maintaining electronic traffic control devices, traffic counting devices, and other traffic related equipment.

TRAINING AND EXPERIENCE

Minimum Experience: High School education or possession of an acceptable equivalency diploma plus three (3) years working with electronic and electrical work, or any equivalent combination of education and/or experience. Experience in commercial wiring, power distribution (power lines) or ~~telecommunication network~~ automotive electrical work. Computer experience is required.

PROFESSIONAL LICENSES/MANDATORY REQUIREMENTS

Possession of a valid Florida Driver's License required.

Within one (1) year from date of hire, completion of I.M.S.A. Traffic Signal Technician Level I Traffic Signal Technician Certification and State of Florida Temporary Traffic Control Intermediate Certificate required.

ESSENTIAL FUNCTIONS

- Install, maintain, troubleshoot, and repair signal system equipment; includes traffic signal controllers, malfunction management units, GPS or radio-based pre-emption systems, inductive loops, various video detection systems, fiber optic interface devices, Ethernet switches, cellular routers, traffic monitoring cameras, school zone programmable clocks and advanced flashing beacons
- Assist in responding to all traffic signal complaints and trouble calls received, assesses situation, troubleshoots, and takes appropriate corrective action, under supervision
- Assist in constructing, maintaining, and repairing overhead and underground utilities associated with signal equipment using bucket trucks, aerial platform trucks and trenching equipment
- Assist in maintaining and updating multiple databases and traffic signal systems, as well as engineering and electrical blueprints, legal and inventory documents
- Assist in performing preventative maintenance on traffic signals, checks operation, replaces LED indicators, cleans cabinets and documents equipment condition

- Assist in the installation and maintenance of signs throughout the County using various types of post hole diggers, augers and drivers
- Must be able to place barricade and other types of safety equipment
- Paint cross walks, turn-arrows and striping on County roads
- Clean and maintain shop grounds
- Assist in the maintenance and repair of shop equipment; keep materials, supplies, and equipment in good order
- Required to work during a local declared state of emergency

NON -ESSENTIAL FUNCTIONS

Performs related work as required.

[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of operations and repairs of traffic signals
- Knowledge of traffic work zone safety
- Knowledge of high voltage and low voltage circuitry hazards and safety procedures
- Ability to read blue prints and trace electrical circuits
- Ability to operate and work under stress and pressure
- Skill with high voltage with power on or off in safety
- Skill in correcting electric problems without supervision
- Skill in correcting or modifying problems or equipment on the job site
- Skill in correcting the problem in the shortest and safest manner

WORK ENVIRONMENT

Works inside and outside in various types of weather. Hazardous conditions such as working on active roadways, at heights up to fifty (50) feet, around power lines, darkness, noise, electricity, hazardous surfaces, slippery and uneven surfaces.

ESSENTIAL PHYSICAL SKILLS/DEMANDS

Will use both hands simultaneously while standing or sitting; requires constant pushing, pulling, twisting, bending, kneeling, stooping, climbing, walking, and driving. Frequent lifting and carrying of ten (10) to fifty (50) pounds. Position requires oral and written communications, normal color vision, and adequate eyesight and hearing to safely perform the essential functions.

NOTE: The physical demands described above are representative of those that must be met by an employee to successfully perform the essential functions of this job, with or without reasonable accommodations.

I acknowledge and concur with the above description of my job.

Employee Name Printed

Employee Signature

Date

BCC APPROVED: 02/04/99; 08/02/2006, 09/15/2016, 10/15/2020, 11/02/2023

2 OF 2



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: 5/15/2026 Meeting Date: 5/21/2026

Department: Purchasing

1. Nature and purpose of agenda item:

RFP 2026-F Cumorah and Jail Tower Decommissioning - Columbia County is seeking services for dismantling and decommissioning communication structures at Cumorah Hill and Columbia County Jail.

2. Recommended Motion/Action:

Staff recommends awarding RFP 2026-F to Globenet Telecommunications and approving the Agreement for the proposed amount \$232,660.00.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-2624-526.30-46

District No. 1 – Kevin Parnell
District No. 2 – Rocky Ford
District No. 3 – Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: May 14, 2026

TO: Board of County Commissioners

FROM: Erica Jones, Purchasing Officer

RE: Agenda item for May 21, 2026
RFP 2026-F Cumorah Hill and Jail Tower Decommission

Columbia County, by and through its Board of County Commissioners (the “County”), is soliciting sealed proposals from qualified and certified Communication Tower Companies to provide professional services for the dismantling and decommissioning communication structures at two (2) County-owned sites.

RFP 2026-F ranking was approved on April 16, 2026 to begin negotiations with the top ranked firm **Globenet Telecommunications LLC**.

Staff recommends the Board to approve the Agreement for RFP 2026-F with **Globenet Telecommunications LLC**.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056- 1529 (the "County"), hereby enters into this Construction Agreement on this 21st day of May, 2026 with **Globenet Telecommunications, LLC** (the "Contractor") of 5995 Rolling Ridge Dr., Kannapolis, NC 28081 (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. RFP 2026-F (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designee for the Project and the Work, as referenced in this Agreement, shall be

Lawrence Wilson

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$ **232,660.00** (two hundred thirty two thousand six hundred sixty dollars _____).

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. Project Plans**
- N. _____
- O. _____
- P. _____

Section 5. Bonds

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 60 calendar days from the

Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the County when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within 30 calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

D. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Section 7. Intent of Contract Documents and Contractor Representations

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County

in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and County do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are

necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- D.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the County is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Section 8. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 9. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the County can readily identify the work and measure the progress on of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The County will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the County's return transmittal. The County will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the County does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

C. The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the County, which shall not be requested more than [INSERT TIMES] a month. All updates to the Progress Schedule shall be subject to the County's review and approval. The County's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

Section 10. Progress Payments

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the County along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first Application for Payment, Contractor shall submit to the County a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County

in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit its monthly Application for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either:

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the County.

E. The County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sums shall be accumulated and released to Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

Section 11. Payments Withheld

A. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 12. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by the County in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 13. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to the County within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in

connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

E. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 14. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to County on a _____ basis a daily log of the Contractor's work in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A2. Any Conditions which adversely affect the Work;
- A3. The hours of operation by Contractor's and subcontractor's personnel;
- A4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to the County by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement

and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

D. In addition to other requirements provided herein, Contractor shall:

D1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.

D2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

D3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

D5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the Contract Documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for

all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 17. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the County, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 18. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. County will render a formal decision on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. County's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim.

Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 19. Indemnification and Insurance

A. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, to the extent of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

B. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- B.1. the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.3. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non-performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

- B.4. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

C. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

D. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to the County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not

limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the

Work.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C. Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days

following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the County, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

C. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County in writing that the entire Work (or such designated portion) is substantially complete and request that County issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and County shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County does not consider the Work (or designated portion) substantially complete, County shall notify Contractor in writing giving the reasons therefor. If the County considers the Work (or designated portion) substantially complete, County shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, County will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the

Work and make an independent determination as to the Work's acceptability, even though the County may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide the County with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County, to correct defective Work or to remove and replace rejected defective Work as required by the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

Section 29. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Section 30. Protection of Work

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Section 31. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 32. Use of Premises

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein,

whether in storage on or off the Project site; and

- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by the County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

David Kraus, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

With courtesy copies also provided to:

Joel F. Foreman, County Attorney Columbia County, Florida
207 S. Marion Avenue Lake City, Florida 32025

Kevin Kirby, Public Works Director Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title and attention the notice should be sent:

Telephone and Fax numbers: _____

Email Address: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the

State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at bccadmin@columbiacountyfla.com or call (386) 758-1326 or P.O. Box 1529 Lake City, FL 32056.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated above.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL
ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is
_____ and phone number is _____, and
_____, as Surety, whose principal
address is _____

_____ and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$ _____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications,
which contract is incorporated by reference and made a part hereof, and is referred to as the
Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
and
3. Performs the guarantee of all work and materials furnished under the Contract for the
time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (officer's name), as

_____ (title) of _____
(company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)
_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by:

(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and
who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ and phone number and fax numbers are: _____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____ (\$ _____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the
Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of
_____, 20____, the name of each party being affixed and these presents duly signed by its
under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

OR _____(Printed Name)

As Attorney in Fact (Signature) (Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature) (Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of __, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be exempted for Workers' Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKERS' COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____
_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, s u c c e s s o r s and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, as _____ of
_____, a _____ corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____
_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ () calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20 ____.

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J

NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K

APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE



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: 5/14/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

Resolution No. 2026R-21 - Extending the Burn Ban

2. Recommended Motion/Action:

Approve Resolution No. 2026R-21

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COLUMBIA COUNTY, FLORIDA

RESOLUTION NO. 2026R-21

A RESOLUTION EXTENDING A TEMPORARY BAN ON OUTDOOR BURNING DEVICES, OTHER LAWFUL OUTDOOR BURNING, AND PROHIBITION OF THE USE OF FLARES, EXPLOSIVES, AND SPARKLERS

WHEREAS, a state of local emergency still exists due to the severe threat of fire to lives and property for the residents of Columbia County, Florida; and

WHEREAS, that due to the official drought index or known dry and windy conditions, which continue to cause, exacerbate, and increase the threat of wildfires within Columbia County, further measures are required to protect Columbia County citizens and visitors and to otherwise protect their health, safety, welfare, and property; and

WHEREAS, the drought index continues to remain at a significant threat level in Northeast Florida and Columbia County, and future forecasts predict continued dry conditions.

NOW, THEREFORE, in accordance with the power vested with the Board of County Commissioners under the Home Rule Charter for Columbia County, Florida, and pursuant to Chapter 252, Florida Statutes.

IT IS HEREBY ORDERED THAT, for so long as the drought conditions persist, and until it is determined by this Board that such conditions have subsided, the dispensing, use, or discharge of those items listed in Florida Statute 791.01(4) using explosive or combustible compounds or flares, and the use of outdoor burning devices (excluding attended and monitored barbeque/cooking equipment) shall be prohibited throughout Columbia County during the period of this order.

Cooperation between the Florida Forest Service and fire and emergency management for Columbia County will remain constant.

This order will be reviewed at the next regular session of the Board of County Commissioners for continuance or withdrawal. In the absence of significant favorable drought changes, this order shall remain in effect throughout its lawful period until conditions are safe.

In cooperation with the Florida Forest Service, it is further ordered:

1. All outdoor burning of yard trash, household paper products, bonfires, campfires, warming fires, outdoor fireplaces, chimeneas, and cooking fires within said Jurisdictions are prohibited unless: 1) authorized by the Florida Forest Service; or 2) for the cooking of food exclusively within a contained gas or charcoal grill.
2. The setting of fires to any grass, brush, or forest-covered land, unless authorized by the Florida Forest Service, shall constitute a violation of the laws of Columbia County, Florida.

If a court of competent jurisdiction invalidates any provision of this Order, such invalidity shall not affect

the remaining provisions of this Order, which shall continue to have the full force and effect of law.

This state of local emergency and ban may be modified in whole or part, extended or terminated on recommendation of the Columbia County Fire Chief and Director of Emergency Management after consulting with qualified weather forecasting officials of the State of Florida, Florida Forest Service, and the Board of County Commissioners.

This order will become effective immediately and shall expire at the next regularly scheduled Board meeting unless extended as stated above as threat of wildfire or weather conditions dictate.

UNANIMOUSLY PASSED, ADOPTED, AND ORDERED in emergency session by the Board of County Commissioners of Columbia County, Florida, this 21st day of May 2026.

ATTEST:

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

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

By: _____
Tim Murphy, Chairman

APPROVED AS TO FORM AND LEGALITY:

Joel F. Foreman, County Attorney



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: 5/15/2026 Meeting Date: 5/21/2026

Department: Purchasing

1. Nature and purpose of agenda item:

RFQ 2026-H Grant Administration and Writing Services

Select firms to assist County in researching funding opportunities, preparing grant applications, and administering grants in coordination with the Grant Committee

2. Recommended Motion/Action:

Approve the ranking of firms and authorize staff to negotiate with top three ranked firms.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 – Kevin Parnell
District No. 2 – Rocky Ford
District No. 3 – Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: May 14, 2026
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for May 21, 2026
RFQ 2026-H Grant Administration and Writing Services

Columbia County Board of County Commissioners is seeking Qualifications from firms for grant administration and writing services for projects within the County. RFQ 2026-H was issued on March 10, 2026. Ten (10) responses were timely received on April 16, 2026. Two (2) firms were determined to be non-responsible and removed from Evaluation leaving eight (8) responsive and responsible submittals. The Evaluation Committee consisted of Chad Williams, Jeff Crawford, Cheryl Rewis, Jennifer Daniels, and Katrina Evans to evaluate the responses. Based upon the results of the scoring, staff is recommending the Board to approve the ranking as follows:

First – Kimley-Horn

Second – OVID Solutions

Third – GrantWorks

Fourth – The Balmoral Group

Fifth – Hunt, Guillot, & Assoc.

Sixth – Ecostrata

Seventh – Witt O'Brien's

Eighth – DSR Consulting

Staff recommends the Board to authorize negotiations for RFQ 2026-E with the top 3 ranked firms.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

FINAL RANKING
RFQ 2026-H
GRANT ADMINISTRATION AND WRITING SERVICES

Columbia County, Florida
Board of County Commissioners

COMPANY/FIRM	CHAD WILLIAMS	CHERYL REWIS	JEFF CRAWFORD	JENNIFER DANIELS	KATRINA EVANS	TOTAL	FINAL RANKING
KIMLEY-HORN	90	81	95	95	78	439	1
OVID SOLUTIONS	80	81	85	90	91	427	2
GRANTWORKS	85	56	83	82	76	382	3
HUNT, GUILLOT, & ASSOCIATES	75	51	65	63	70	324	5
WITT O'BRIEN'S	70	48	60	49	74	301	7
DSR CONSULTING	70	48	60	54	52	284	8
THE BALMORAL GROUP	70	55	70	69	74	338	4
ECOSTRATA SERVICES	65	53	60	62	67	307	6

Signature of Rater/Recorder  Print Name Erica Jones

Date: 5/13/2026

Name: _____

Chad W.

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>15</u>
2. Firm Qualifications	<u>20 points</u>	<u>20</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>90</u>

Name of Consultant Being Scored: KH

Name: _____



SCORE SHEET - TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

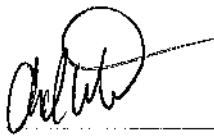
All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>20</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>85</u>

Name of Consultant Being Scored: _____

Grant Works

Name: _____



SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>80</u>

Name of Consultant Being Scored: OVID / NFPS

Name: _____



SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

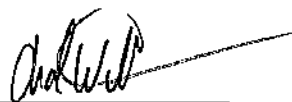
RFQ 2026-H RATING CRITERIA

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1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>75</u>

Name of Consultant Being Scored: HGA

Name: _____



SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>10</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>70</u>

Name of Consultant Being Scored: _____

TBG

Name: _____



SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

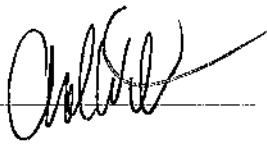
RFQ 2026-II RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>15</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>05</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>70</u>

Name of Consultant Being Scored: WITT OBUENS

Name: _____



SCORE SHEET - TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

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2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>10</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>65</u>

Name of Consultant Being Scored: ELOSTRATA

Name: Jeff Crawford

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>15</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>25</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>85</u>

Name of Consultant Being Scored: Ovid

Name:

Jeff Crawford

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>15</u>
2. Firm Qualifications	<u>20 points</u>	<u>20</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>20</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>15</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>95</u>

Name of Consultant Being Scored: Kimberly Horn

Name: Jeff Crawford

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RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>15</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>23</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>83</u>

Name of Consultant Being Scored: Grant Works

Name: Jeff Crawford

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>70</u>

Name of Consultant Being Scored: The Balmoral Group

Name: Jeff Crawford

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>65</u>

Name of Consultant Being Scored: HGA

Name: Jeff Crawford

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>60</u>

Name of Consultant Being Scored: Witt Obriens

Name: Jeff Crawford

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COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>60</u>

Name of Consultant Being Scored: DSR Consulting + Mgt.

Name: Jeff Crawford

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COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>15</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>5</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>60</u>

Name of Consultant Being Scored: Ecostra

Name:

Chel

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COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>12</u>
2. Firm Qualifications	<u>20 points</u>	<u>16</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>8</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>10</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>8</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>56</u>

Name of Consultant Being Scored: GrantWorks

Name: Cheyl

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COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>13</u>
2. Firm Qualifications	<u>20 points</u>	<u>17</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>11</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>81</u>

Name of Consultant Being Scored: Ovid Solution

Name: Cg

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COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>9</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>9</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>12</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>9</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>51</u>

Name of Consultant Being Scored: HGA

Name: Cheryl

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>8</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>10</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>10</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>8</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>48</u>

Name of Consultant Being Scored: W. Ho Brien

Name:

Cyle

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COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>9</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>10</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>9</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>8</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>48</u>

Name of Consultant Being Scored: DSR

Name: Cheryl

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COMMITTEE

RFQ 2026-H RATING CRITERIA

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1. Submittal Quality and Completeness	<u>15 points</u>	<u>13</u>
2. Firm Qualifications	<u>20 points</u>	<u>17</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>17</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>19</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>81</u>

Name of Consultant Being Scored: Kimley Horne

Name: CS

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>7</u>
2. Firm Qualifications	<u>20 points</u>	<u>12</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>13</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>13</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>6</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>53</u>

Name of Consultant Being Scored: EcoStrata

Name:

CJR

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COMMITTEE

RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>9</u>
2. Firm Qualifications	<u>20 points</u>	<u>13</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>10</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>13</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>8</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>55</u>

Name of Consultant Being Scored: Baltimore

Name: Jennifer Daniels

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>14</u>
2. Firm Qualifications	<u>20 points</u>	<u>18</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>19</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>24</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>15</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>95</u>

Name of Consultant Being Scored: Kimley-Horne

Name: Jennifer Daniels

SCORE SHEET - TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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3. Personnel Qualifications and Experience	<u>20 points</u>	<u>17</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>23</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>15</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>90</u>

Name of Consultant Being Scored: Ovid

Name: Jennifer Daniels

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

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3. Personnel Qualifications and Experience	<u>20 points</u>	<u>16</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>22</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>13</u>
6. References	<u>05 points</u>	<u>3</u>
Total:	<u>100 points</u>	<u>82</u>

Name of Consultant Being Scored: Grant Works

Name: Jennifer Daniels

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>7</u>
2. Firm Qualifications	<u>20 points</u>	<u>7</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>7</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>18</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>9</u>
6. References	<u>05 points</u>	<u>1</u>
Total:	<u>100 points</u>	<u>49</u>

Name of Consultant Being Scored: Witt O'Brien's

Name: Jennifer Daniels

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>8</u>
2. Firm Qualifications	<u>20 points</u>	<u>8</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>8</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>19</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>1</u>
Total:	<u>100 points</u>	<u>54</u>

Name of Consultant Being Scored: DSR

Name: Jennifer Daniels

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>10</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>10</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>19</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>11</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>62</u>

Name of Consultant Being Scored: Ecostrat

Name:

Jennifer Daniels

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>11</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>11</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>19</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>2</u>
Total:	<u>100 points</u>	<u>63</u>

Name of Consultant Being Scored:

HGA

Name: Jennifer Daniels

SCORE SHEET - TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>12</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>12</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>12</u>
6. References	<u>05 points</u>	<u>3</u>
Total:	<u>100 points</u>	<u>69</u>

Name of Consultant Being Scored: TBG

Name:

Katrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>12</u>
2. Firm Qualifications	<u>20 points</u>	<u>13</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>15</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>21</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>10</u>
6. References	<u>05 points</u>	<u>3</u>
Total:	<u>100 points</u>	<u>74</u>

Name of Consultant Being Scored: The Balmoral Group

Name: Katrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>9</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>11</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>10</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>7</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>52</u>

Name of Consultant Being Scored: DSR Consulting +
Management

Name:

Katrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>13</u>
2. Firm Qualifications	<u>20 points</u>	<u>11</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>10</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>18</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>11</u>
6. References	<u>05 points</u>	<u>4</u>
Total:	<u>100 points</u>	<u>67</u>

Name of Consultant Being Scored: Ecostrata Services, Inc.

Name:

Rabrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>10</u>
2. Firm Qualifications	<u>20 points</u>	<u>18</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>16</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>20</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>7</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>76</u>

Name of Consultant Being Scored: GrantWorks, Inc.

Name: Katrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>11</u>
2. Firm Qualifications	<u>20 points</u>	<u>13</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>14</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>18</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>9</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>70</u>

Name of Consultant Being Scored: Hunt, Guillof, + Associates LLC

Name: Katrina Evans

SCORE SHEET -- TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>12</u>
2. Firm Qualifications	<u>20 points</u>	<u>15</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>16</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>22</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>8</u>
6. References	<u>05 points</u>	<u>5</u>
Total:	<u>100 points</u>	<u>78</u>

Name of Consultant Being Scored: Kimley-Horn + Associates, Inc.

Name: Katrina Evans

SCORE SHEET - TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-II RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>13</u>
2. Firm Qualifications	<u>20 points</u>	<u>19</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>16</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>24</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>15</u>
6. References	<u>05 points</u>	<u>4</u>
Total:	<u>100 points</u>	<u>91</u>

Name of Consultant Being Scored: OVID Solutions

Name: Katrina Evans

SCORE SHEET – TO BE USED BY THE EVALUATION
COMMITTEE

RFQ 2026-H RATING CRITERIA

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

Score Criteria	Max Score	Score
1. Submittal Quality and Completeness	<u>15 points</u>	<u>12</u>
2. Firm Qualifications	<u>20 points</u>	<u>14</u>
3. Personnel Qualifications and Experience	<u>20 points</u>	<u>13</u>
4. Project Understanding and Approach	<u>25 points</u>	<u>22</u>
5. Knowledge of Grant Funds and Sources	<u>15 points</u>	<u>9</u>
6. References	<u>05 points</u>	<u>4</u>
Total:	<u>100 points</u>	<u>74</u>

Name of Consultant Being Scored: Witt O'Brien's

BID TABULATION

Date: April 16, 2026

Project Bid No: RFQ 2026-H

Addendums Issued: 2

Company Name

1. Kimley Horn
2. Gateway Grant Writing Services
3. OVID Solutions LLC
4. Grant Works
5. Hunt, Guillot, & Associates
6. Witt O'Brien's
7. DSR Consulting & Mgmt.

Witnessed by



BID TABULATION

Date: April 16, 2026

Project Bid No: RFQ 2026-H

Addendums Issued: 2

Company Name

1. The Palmoral Group
2. Ecostrata Services
3. MCA Collaborative
4.
5.
6.
7.

Witnessed by





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: 5/15/2026 Meeting Date: 5/21/2026

Department: Purchasing

1. Nature and purpose of agenda item:

RFP 2026-E CDBG Grant Administration - The Columbia County Board of County Commissioners (herein after, "County") has been awarded a Small Cities Community Development Block Grant contract #26DB-H08 (H2624) in the Housing Rehabilitation category in the amount of \$1,225,000.00 administered by the Florida Department of Commerce (FloridaCommerce).

2. Recommended Motion/Action:

Approve awarding RFP 2026-E to Public Consulting Group and approving the Agreement with the proposed amount \$175,000.00

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 10855015543031

District No. 1 – Kevin Parnell
District No. 2 – Rocky Ford
District No. 3 – Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 – Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

M E M O R A N D U M

DATE: May 14, 2026
TO: Board of County Commissioners
FROM: Erica Jones, Purchasing Officer
RE: Agenda item for May 21, 2026
RFP 2026-E CDBG Grand Administration

The Columbia County Board of County Commissioners (herein after, "County") has been awarded a Small Cities Community Development Block Grant contract # 26DB-H08 (H2624) in the Housing Rehabilitation category in the amount of \$1,225,000.00 administered by the Florida Department of Commerce (FloridaCommerce).

RFP 2026-E ranking was approved on May 7, 2026 with **Public Consulting Group**.

Staff recommends the Board to approve the Agreement with **Public Consulting Group** for RFP 2026-E.

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

SERVICE AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) made this 21st day of May, 2026 by and between **Public Consulting Group LLC** with its principle address at 148 State Street 10th Floor, Boston MA 02109, hereinafter called “Contractor”, and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called “County”.

WITNESSETH:

WHEREAS, the County solicited bids for the furnish of materials, equipment, labor, and incidentals to complete the instructions under Bid No. 2026-E “CDBG Grant Administration”; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. **RECITALS INCORPORATED**

The above recitals are true and correct and are incorporated here by reference.

II. **FEES FOR PRODUCTS**

The Contractor shall be compensated in accordance with the Bid Form submitted by the Contractor for Bid No. 2026-E .

III. **PERMITS AND INSURANCE**

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

IV. **MOBILIZATION**

The Contractor shall provide a contact 24 hours-a-day and 7 days-per-week to receive and respond in person to verbal or written work directions for the duration of this Contract. Contact must be available to meet with the County or designated representative as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the County of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the County. After notification, report to the emergency work site location(s) within Four (4) hours prepared to secure the site and begin working.

V. **INVOICING AND PAYMENT**

The County shall make payment of all approved invoices to the Contractor monthly with a 10% balance to be paid upon grant closeout with any additional owed balances as applicable.

VI. **TERM**

The term of this agreement shall be for three (3) years from the date of this Agreement or until Grant Closeout, whichever is greater. Subject to approval in the sole discretion of the County’s Board of Commissioners. This Agreement may be extended at the discretion of the County’s Board of Commissioners or their designee.

VII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") to the extent caused by or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

VIII. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

IX. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

X. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

XI. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XII. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made

contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XIII. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XIV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XV. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XVI. AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVII. BINDING EFFECT

This agreement shall ensure the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XVIII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XIX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XX. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XXI. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2026-E. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXIII. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the
presence of:

Contractor:

Witness

By:

Print or type name

Witness

Print or type name

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ who is personally known to me or who provided _____
_____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

(Print or Type Name)
My Commission Expires:

Signed, sealed and delivered in the
presence of:

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

Witness

By: Chairman

Print or type name

ATTEST: _____
James M. Swisher, Clerk of Court

Witness

(Seal)

Print or type name

Approved as to form:

Joel F. Foreman, County Attorney



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: 5/6/2026 Meeting Date: 5/21/2026

Department: BCC Administration

1. Nature and purpose of agenda item:

MOU defines the County's and State roles and responsibilities under the acquisition and demolition element of Elevate Florida. Previously, on February 19, 2006, the County approved a Notice of Intent to participate. There is no cost to the County to purchase the property, but the County will have maintenance expenses. The highlighted areas are the County's responsibility.

2. Recommended Motion/Action:

Approve Memorandum of Understanding with Florida Division of Emergency Management

3. Fiscal impact on current budget.

This item has no effect on the current budget.

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND COLUMBIA COUNTY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Agency” or “FDEM”) and Columbia County, Florida, hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under the Elevate Florida Grant Program, as it relates to the Statement of Assurances required by the Federal Emergency Management Agency (“FEMA”) for property acquisition projects.

WHEREAS, FDEM has developed, and is responsible for the implementation of, the Elevate Florida Grant Program, which provides mitigation activities, such as structure acquisition and demolition, to residential property owners; and

WHEREAS, the program is funded through FEMA’s Hazard Mitigation Assistance grant funding, as authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; and

WHEREAS, FEMA requires local governments to sign and complete the “Statement of Assurances for Property Acquisition Projects” (Statement of Assurances) form when such funding is provided to property owners; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met in order to apply for and receive grant funding for property acquisition for the purpose of open space; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met and maintained once the property is acquired and converted to open space to remain compliant with legally recorded deed restrictions;

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM will ensure that prospective participants are informed in writing that participation in the Elevate Florida program is voluntary and that neither FDEM nor the local jurisdiction referenced above will use eminent domain—or any similar authority—to acquire their property for project purposes if negotiations fail, as required by Section 1 of the Statement of Assurances (FEMA Form FF-206-FY-22-156), which is incorporated herein by reference.
- (2) FDEM will ensure that each property owner is informed in writing of the Elevate Florida program’s determination of the property’s fair market value, supported by a certified appraisal. FDEM will use the Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space (FEMA Form FF-206-FY-124) to document this

determination and, as required by Section 2 of the Statement of Assurances, will provide a copy for each property to FEMA after award.

- (3) As required by Section 3 of the Statement of Assurances:
 - a) FDEM will accept the requirements of the FEMA grant and will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards.
 - b) The local jurisdiction will accept the deed restriction governing the use of the land, as restricted in perpetuity to open space uses and will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
- (4) The local jurisdiction will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date as required by Section 4 of the Statement of Assurances.
- (5) FDEM will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system. The local jurisdiction will reject future consideration of such use if FEMA assistance is used to convert the property to permanent open space as required by Section 5 of the Statement of Assurances.
- (6) FDEM will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the federal aid systems are under consideration that will affect the subject property as required by Section 6 of the Statement of Assurances.
- (7) The local jurisdiction will ensure that adjoining property owners are duly informed of proposed acquisitions including any locally mandated public notification processes as required by Section 7 of the Statement of Assurances.
- (8) FDEM will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses as required by Section 8 of the Statement of Assurances.
- (9) FDEM will remove existing structures within 90 days of settlement as required by Section 9 of the Statement of Assurances.
- (10) Post-grant award, the local jurisdiction will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 C.F.R. § 1.170A-14 and 44 C.F.R. § 80.19(b)(2) as required by Section 10 of the Statement of Assurances.

- (11) All post-award property maintenance is the responsibility of the local jurisdiction and that the costs of maintenance will be borne by the local jurisdiction as required by Section 11 of the Statement of Assurances.
- (12) The local jurisdiction will submit every three years to the FDEM, pursuant to 44 C.F.R. § 80.19(d), who will then submit to the FEMA Regional Administrator, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the FDEM and FEMA, its representatives, designated authorities, and assignees are responsible for taking measures to bring the property back into compliance as required by Section 12 of the Statement of Assurances.
- (13) After settlement, the local jurisdiction will not seek or accept the provision of disaster assistance for any purpose from any federal entity with respect to the property. FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement as required by Section 13 of the Statement of Assurances.
- (14) The local jurisdiction guarantees FDEM and its contractors full right of entry and continued access to each acquired property for at least 90 days after closing (and longer if reasonably needed) to perform required hazardous material assessments, environmental abatement, demolition, and site restoration (grading and seeding) in accordance with applicable law and permits, with reasonable coordination and no undue interference by the community in order to fulfill FEMA grant requirements.
- (15) Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (16) This MOU contains all the terms and conditions agreed upon by the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (17) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (18) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (19) Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.

- (20) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COLUMBIA COUNTY

Chad Williams
County Engineer
Lake City, FL 32056
(396) 758-1019
cwilliams@columbiacountyfla.com

- (21) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on April 27, 2030, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT:**

COLUMBIA COUNTY :

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND COLUMBIA COUNTY**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Agency” or “FDEM”) and Columbia County, Florida, hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under the Elevate Florida Grant Program, as it relates to the Statement of Assurances required by the Federal Emergency Management Agency (“FEMA”) for property acquisition projects.

WHEREAS, FDEM has developed, and is responsible for the implementation of, the Elevate Florida Grant Program, which provides mitigation activities, such as structure acquisition and demolition, to residential property owners; and

WHEREAS, the program is funded through FEMA’s Hazard Mitigation Assistance grant funding, as authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; and

WHEREAS, FEMA requires local governments to sign and complete the “Statement of Assurances for Property Acquisition Projects” (Statement of Assurances) form when such funding is provided to property owners; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met in order to apply for and receive grant funding for property acquisition for the purpose of open space; and

WHEREAS, the Statement of Assurances imposes certain conditions that must be met and maintained once the property is acquired and converted to open space to remain compliant with legally recorded deed restrictions;

NOW, THEREFORE, in consideration of the mutual covenants herein, Parties agree as follows:

- (1) FDEM will ensure that prospective participants are informed in writing that participation in the Elevate Florida program is voluntary and that neither FDEM nor the local jurisdiction referenced above will use eminent domain—or any similar authority—to acquire their property for project purposes if negotiations fail, as required by Section 1 of the Statement of Assurances (FEMA Form FF-206-FY-22-156), which is incorporated herein by reference.
- (2) FDEM will ensure that each property owner is informed in writing of the Elevate Florida program’s determination of the property’s fair market value, supported by a certified appraisal. FDEM will use the Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space (FEMA Form FF-206-FY-124) to document this

determination and, as required by Section 2 of the Statement of Assurances, will provide a copy for each property to FEMA after award.

- (3) As required by Section 3 of the Statement of Assurances:
 - a) FDEM will accept the requirements of the FEMA grant and will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards.
 - b) The local jurisdiction will accept the deed restriction governing the use of the land, as restricted in perpetuity to open space uses and will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
- (4) The local jurisdiction will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date as required by Section 4 of the Statement of Assurances.
- (5) FDEM will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system. The local jurisdiction will reject future consideration of such use if FEMA assistance is used to convert the property to permanent open space as required by Section 5 of the Statement of Assurances.
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FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

COLUMBIA COUNTY

Chad Williams
County Engineer
Lake City, FL 32056
(396) 758-1019
cwilliams@columbiacountyfla.com

- (21) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on April 27, 2030, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT:**

By: _____

Printed Name: _____

Date: _____

COLUMBIA COUNTY
_____:

By: _____

Printed Name: _____

Date: _____



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: 5/15/2026 Meeting Date: 5/21/2026

Department: 9-1-1 Communications Center

1. Nature and purpose of agenda item:

BA 26-35 The State of Florida Emergency Communications Board awarded the grant requests approved by the Board of County Commissioners on 3/19/2026. Item is for acceptance of the grant agreements and to create the budget for the grants.

These grants, as with all Florida Emergency Communications Board grants, are reimbursement grants.

2. Recommended Motion/Action:

Accept Grant agreements and approve BA 26-35

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 26-35 using fund(s) 001-GENERAL FUND.

FROM:	TO:	AMOUNT:
001-0000-334.20-12 PUBLIC SAFETY/E911 SPRING GRANT	001-2515-525.30-34 OPERATING EXPENDITURES/CONTRACTUAL SERVICES	\$63,156.00



Emergency Communications Board
4030 Esplanade Way
Tallahassee, FL 32399-0950

April 16, 2026

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

FEID #: 59-6000564

Subject: Spring 2026 Rural County - Reimbursement Grant Program

Dear Columbia County Board of County Commissioners:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2026 cycle of the Rural Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2026 grant(s) to Columbia County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Date Board Awarded</u>
26-04-04	72.001	\$9,584.00	\$9,584.00		
			\$9,584.00	Dispatch Hardware	4/16/2026
26-04-05	72.001	\$3,889.79	\$3,889.79		
			\$3,889.79	GIS Maintenance	4/16/2026
26-04-06	72.001	\$49,681.85	\$49,681.85		
			\$49,681.85	911 System Maintenance	4/16/2026
Total Grant Awards:			\$63,155.64		

Board Members: Denise Adkins • Christian Chavez • Richard Collins • Christine Cooper
Jamie Cruse • Keith Godwin • Gregory Holcomb • Rob LaVielle • Billy Woods

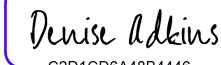
Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

Signed by:

A handwritten signature in black ink that reads "Denise Adkins". The signature is written in a cursive style.

C2D1CD6A48B4446
Denise Adkins, Chairwoman

Florida Emergency Communications Board

DA/KR

cc: Columbia County 911 Coordinator



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Tom Berger, Interim Secretary

STATE-FUNDED AGREEMENT

FOR

RURAL COUNTY GRANT PROGRAM

26-04-04

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

COLUMBIA COUNTY

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Columbia County (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the “Application”), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and this Grant Agreement, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. Grant Agreement;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. Attachment 2, the Grantee’s award letter; and

2.1.4. Attachment 3, the Grantee’s submitted Application.

2.2. The Grantee shall perform the tasks specified herein in accordance with sections 365.172 and 365.173, F.S., and the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on April 17, 2026, and ends April 16, 2028, two (2) years thereafter. No renewals of this Agreement are permitted.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

3. FUNDING

3.1. Funding for this Agreement consists of the awarded state resources set forth in Exhibit 1, Audit Requirements.

3.2. The method of payment for this Agreement is cost-reimbursement, or rural payment pursuant to section 215.971(1)(h), F.S., and all payment is subject to the availability of funds. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement.

3.3. Advance payments may be permitted under this Agreement pursuant to section 215.422(15), F.S., or section 216.181(16), F.S., and the Department of Financial Services’ (DFS) Reference Guide for State Expenditures, available at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7. Advance payment is subject to approval from DFS. Grantee shall provide DMS with all necessary

information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 3.4. The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
- 3.5. The Department will reimburse or provide rural payment to the Grantee only for allowable costs incurred during the Agreement period by the Grantee for the successful completion of each deliverable. Funds provided shall not exceed the amount specified in Section 6., Scope of Work, and Exhibit 1, Audit Requirements, of this Agreement.
- 3.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 3.6.1 The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 3.6.2 The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 3.6.3 The Grantee shall refund to the Department any funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 3.7. For the purposes of this Agreement, the Department shall consider payments made by the Grantee to be improper under the following circumstances:
 - 3.7.1 Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - 3.7.2 Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- 3.8. The following expenses are not eligible for reimbursement under this Agreement:
 - 3.8.1 Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
 - 3.8.2 Vehicle expenses.
 - 3.8.3 Wireline database costs.
 - 3.8.4 Outside plant fiber or copper cabling systems and building entrance cost.
 - 3.8.5 Consoles, workstation.
 - 3.8.6 Aerial photography expenses.
 - 3.8.7 Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year.

4. REQUEST FOR REIMBURSEMENT

- 4.1. The Grantee shall submit all requests for reimbursement, progress payments, and rural payments as described in this Agreement and Section 8., Financial and Administrative Requirements, of the Application. Such requests shall be submitted using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month. No reimbursement shall duplicate any

previous reimbursement.

- 4.2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount.
- 4.3. The Department shall not process requests for reimbursement for payments made by Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 4.4. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.
- 4.5. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Grantee is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures.
- 4.6. The Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates>.
- 4.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in section 112.061, F.S., and the Department of Financial Services Guidelines for State Expenditures.

5. RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY

- 5.1. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Grantee"), a Rural Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Grantee shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Grantee.
- 5.2. A Rural Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, by email to the Department at ECBSubmissions@dms.fl.gov. Following demonstration of financial hardship and the initial request to elect to receive rural payment, the Rural Grantee shall submit subsequent requests for payment and all necessary documentation using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., for incurred and appropriate costs. Requests for rural payment shall be submitted by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month.
- 5.3. The Rural Grantee is responsible for ensuring all documentation related to Rural Grantee's grant award is readily available to the Department upon request and is in conformance with the DFS requirements. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 5.4. The Department shall not process requests for rural payments made by Rural Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 5.5. Funds provided to a Rural Grantee via rural payment shall only be used for allowable costs incurred by

a Rural Grantee pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in this Agreement.

- 5.6. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than 120 days after expiration of this Agreement.

6. SCOPE OF WORK

- 6.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete Dispatch Hardware		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete Dispatch Hardware in accordance with the Grantee's contract with its vendor.</i>	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 4. and Section 5. of the Agreement. 2) The Grantee shall submit copies of: - Any contracts or purchase orders with vendors; - Vendor invoices; - Proof of payment to vendors; and - Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: - Temporarily withhold cash payments pending correction of the deficiency by Grantee; - Disallow all or part of the cost of the activity or action not in compliance; - Wholly or partly suspend or terminate the current award for the Grantee; - Suspend or deny future grant awards; or - Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$ 9,584.00		

7. CONTACTS AND NOTICE

- 7.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of their duties, the Department's Grant Manager will:
- 7.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop

- monitoring;
- 7.1.2. Review all documentation for which the Grantee requests payment; and
 - 7.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Grantee.
 - 7.1.4. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

The Department's Grant Manager responsible for the administration of this Agreement is:

Latasha Scott, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399
850-413-0816
Latasha.Scott@dms.fl.gov

- 7.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of their duties, the Grantee's Grant Manager shall provide the Department with all required reports under this Agreement, to the Emergency Communications Board in accordance with Section 9., Grant Reporting Procedures, of the Application.
- 7.3. The name and address of the Grantee's Grant Manager responsible for the administration of this Agreement is:

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The Columbia County 911 Coordinator

- 7.4. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 7.5. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

8. MODIFICATION

- 8.1. Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.
- 8.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 8.3. Change requests must be submitted to the Department prior to the deviation from the grant award. No changes or deviations from the original award are authorized unless approved in writing by the Board.

Such requests shall be submitted using the Change Request Form in accordance with Rule 60FF1-5.0035(3), F.A.C.

- 8.3.1. Prior to a Grantee signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
- 8.3.2. Time extension requests will not be granted unless the Grantee has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule. Time extensions shall be limited to a maximum of one additional year if approved by the Board.
- 8.3.3. Conversion from a two-year grant up to a five-year grant will add up to three additional years from the grant's original expiration date.
- 8.3.4. Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next Board meeting. The Change Request Form and associated information should be e-mailed to ECBSubmissions@dms.fl.gov.

9. AUDIT REQUIREMENTS

- 9.1. In the event the Grantee expends \$750,000.00 or more in-state financial assistance during its fiscal year, the Grantee must have a State single or project specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.
- 9.2. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Grantee shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

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

- 9.3. If Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other

than State entities).

- 9.4. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.
- 9.5. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Grantee shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Grantee of such non-compliance.
- 9.6. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Grantee's fiscal year.
- 9.7. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 9.8. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.9. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

10. REPORTS

- 10.1. The Grantee shall submit Quarterly Status Reports to the Department in accordance with Rule 60FF1-5.0035(2), F.A.C.
 - 10.1.1. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
 - 10.1.2. The Quarterly Status Report shall inform the Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 10.1.3. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in this section.
 - 10.1.3.1. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include date of final acceptance and start of warranty period. Service grants should include the date service was started.
 - 10.1.3.2. Final document submission and closeout of a grant does not affect the Board's right to disallow costs and recover funds based on an audit or financial review. The

Grantee shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

10.2. The Grantee must provide DMS a copy of the Annual Comprehensive Financial Report (ACFR), consistent with section 218.32, F.S., no later than June 30 of each year.

10.3. All reports, associated information, and final reporting documents should be e-mailed to: ECBSubmissions@dms.fl.gov

11. RECORDS

11.1. Pursuant to section 20.055(5), F.S., the Grantee and its contractors and subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

11.2. As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C., the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents.

11.3. The Grantee shall maintain any books, records, or documents, including those pertaining to all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement. The maintenance of these records shall be made in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

11.4. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

11.5. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88r2, "Guidelines for Media Sanitization" (2025), available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>.

11.6. In accordance with section 216.1366, F.S., Department is authorized to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds; and the programmatic records, papers, and documents of the Grantee that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

12. PUBLIC RECORDS

- 12.1. The Grantee is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Grantee shall:
- 12.1.1. Keep and maintain public records required to perform the services contemplated in this Agreement;
 - 12.1.2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
 - 12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Grantee does not transfer the records to the public agency;
 - 12.1.4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Grantee or keep and maintain public records required by the Department to perform the service. If the Grantee transfers all public records to the public agency upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and
 - 12.1.5. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3., CONTACT, OF THE AGREEMENT.**
- 12.2. The Department reserves the right to unilaterally cancel this Agreement if the Grantee refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Grantee created or received under this Agreement.

13. LIABILITY

- 13.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 13.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

14. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 15., Remedies, of this Agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 14.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 14.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 14.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 14.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

15. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 15.1. Terminate this Agreement in accordance with Section 16., Termination, below;
- 15.2. Withhold or suspend the payment of all or any part of a request for payment;
- 15.3. Exercise any corrective or remedial actions, including but not limited to:
 - 15.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 15.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 15.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

16. TERMINATION

- 16.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 16.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 16.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 16.4. Mutual Termination. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 16.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
- 16.5.1. Not incur new obligations for the terminated portion of the Agreement; and
- 16.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

17. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 17.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).
- 17.2. If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and
- 17.3. All Grantee contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Grantee. Any cost incurred after a notice of suspension or termination is received by the Grantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Grantee contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event; and
- 17.4. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 17.5. For each contractor or subcontractor, the Grantee shall provide a written statement to the Department certifying the following:
- 17.5.1. Whether the contractor or subcontractor is a minority business enterprise, as defined in

section 288.703, F.S.

- 17.5.2. Neither the contractor or subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
- 17.5.3. Neither the contractor or subcontractor are presently on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.
- 17.5.4. The contractor or subcontractor it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel", in accordance with s. 287.135(5), F.S. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- 17.5.5. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the contractor or subcontractor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies"
- 17.5.6. The contractor or subcontractor certifies it has completed and provided an affidavit signed by an officer or a representative of the contractor or subcontractor under penalty of perjury attesting that the contractor or subcontractor does not use coercion for labor or services as defined in section 787.06, F.S.
- 17.6. Pursuant to sections 287.135(5) and 287.135(3), F.S., Grantee agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

18. MANDATED CONDITIONS

- 18.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 18.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

19. LOBBYING PROHIBITION

- 19.1. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.
- 19.2. The Grantee certifies, by its signature to this Agreement, the terms shall include this provision.
- 19.3. The Grantee shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

20. MISCELLANEOUS

- 20.1. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 20.2. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 20.3. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 20.4. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 20.5. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 20.6. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 20.7. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

Signature of County Representative authorized to bind the Grantee

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Tom Berger, Interim Secretary

STATE-FUNDED AGREEMENT

FOR

RURAL COUNTY GRANT PROGRAM

26-04-05

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

COLUMBIA COUNTY

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Columbia County (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the “Application”), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and this Grant Agreement, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. Grant Agreement;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. Attachment 2, the Grantee’s award letter; and

2.1.4. Attachment 3, the Grantee’s submitted Application.

2.2. The Grantee shall perform the tasks specified herein in accordance with sections 365.172 and 365.173, F.S., and the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on April 17, 2026, and ends April 16, 2028, two (2) years thereafter. No renewals of this Agreement are permitted.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

3. FUNDING

3.1. Funding for this Agreement consists of the awarded state resources set forth in Exhibit 1, Audit Requirements.

3.2. The method of payment for this Agreement is cost-reimbursement, or rural payment pursuant to section 215.971(1)(h), F.S., and all payment is subject to the availability of funds. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement.

3.3. Advance payments may be permitted under this Agreement pursuant to section 215.422(15), F.S., or section 216.181(16), F.S., and the Department of Financial Services’ (DFS) Reference Guide for State Expenditures, available at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7. Advance payment is subject to approval from DFS. Grantee shall provide DMS with all necessary

information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 3.4. The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
- 3.5. The Department will reimburse or provide rural payment to the Grantee only for allowable costs incurred during the Agreement period by the Grantee for the successful completion of each deliverable. Funds provided shall not exceed the amount specified in Section 6., Scope of Work, and Exhibit 1, Audit Requirements, of this Agreement.
- 3.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 3.6.1 The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 3.6.2 The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 3.6.3 The Grantee shall refund to the Department any funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 3.7. For the purposes of this Agreement, the Department shall consider payments made by the Grantee to be improper under the following circumstances:
 - 3.7.1 Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - 3.7.2 Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- 3.8. The following expenses are not eligible for reimbursement under this Agreement:
 - 3.8.1 Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
 - 3.8.2 Vehicle expenses.
 - 3.8.3 Wireline database costs.
 - 3.8.4 Outside plant fiber or copper cabling systems and building entrance cost.
 - 3.8.5 Consoles, workstation.
 - 3.8.6 Aerial photography expenses.
 - 3.8.7 Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year.

4. REQUEST FOR REIMBURSEMENT

- 4.1. The Grantee shall submit all requests for reimbursement, progress payments, and rural payments as described in this Agreement and Section 8., Financial and Administrative Requirements, of the Application. Such requests shall be submitted using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month. No reimbursement shall duplicate any

previous reimbursement.

- 4.2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount.
- 4.3. The Department shall not process requests for reimbursement for payments made by Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 4.4. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.
- 4.5. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Grantee is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures.
- 4.6. The Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates>.
- 4.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in section 112.061, F.S., and the Department of Financial Services Guidelines for State Expenditures.

5. RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY

- 5.1. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Grantee"), a Rural Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Grantee shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Grantee.
- 5.2. A Rural Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, by email to the Department at ECBSubmissions@dms.fl.gov. Following demonstration of financial hardship and the initial request to elect to receive rural payment, the Rural Grantee shall submit subsequent requests for payment and all necessary documentation using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., for incurred and appropriate costs. Requests for rural payment shall be submitted by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month.
- 5.3. The Rural Grantee is responsible for ensuring all documentation related to Rural Grantee's grant award is readily available to the Department upon request and is in conformance with the DFS requirements. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 5.4. The Department shall not process requests for rural payments made by Rural Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 5.5. Funds provided to a Rural Grantee via rural payment shall only be used for allowable costs incurred by

a Rural Grantee pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in this Agreement.

- 5.6. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than 120 days after expiration of this Agreement.

6. SCOPE OF WORK

- 6.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete GIS Maintenance		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete GIS Maintenance in accordance with the Grantee's contract with its vendor.</i>	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 4. and Section 5. of the Agreement. 2) The Grantee shall submit copies of: - Any contracts or purchase orders with vendors; - Vendor invoices; - Proof of payment to vendors; and - Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: - Temporarily withhold cash payments pending correction of the deficiency by Grantee; - Disallow all or part of the cost of the activity or action not in compliance; - Wholly or partly suspend or terminate the current award for the Grantee; - Suspend or deny future grant awards; or - Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$ 3,889.79		

7. CONTACTS AND NOTICE

- 7.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of their duties, the Department's Grant Manager will:
- 7.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop

- monitoring;
- 7.1.2. Review all documentation for which the Grantee requests payment; and
- 7.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Grantee.
- 7.1.4. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

The Department's Grant Manager responsible for the administration of this Agreement is:

Latasha Scott, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399
850-413-0816
Latasha.Scott@dms.fl.gov

- 7.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of their duties, the Grantee's Grant Manager shall provide the Department with all required reports under this Agreement, to the Emergency Communications Board in accordance with Section 9., Grant Reporting Procedures, of the Application.
- 7.3. The name and address of the Grantee's Grant Manager responsible for the administration of this Agreement is:

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The Columbia County 911 Coordinator

- 7.4. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 7.5. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

8. MODIFICATION

- 8.1. Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.
- 8.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 8.3. Change requests must be submitted to the Department prior to the deviation from the grant award. No changes or deviations from the original award are authorized unless approved in writing by the Board.

Such requests shall be submitted using the Change Request Form in accordance with Rule 60FF1-5.0035(3), F.A.C.

- 8.3.1. Prior to a Grantee signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
- 8.3.2. Time extension requests will not be granted unless the Grantee has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule. Time extensions shall be limited to a maximum of one additional year if approved by the Board.
- 8.3.3. Conversion from a two-year grant up to a five-year grant will add up to three additional years from the grant's original expiration date.
- 8.3.4. Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next Board meeting. The Change Request Form and associated information should be e-mailed to ECBSubmissions@dms.fl.gov.

9. AUDIT REQUIREMENTS

- 9.1. In the event the Grantee expends \$750,000.00 or more in-state financial assistance during its fiscal year, the Grantee must have a State single or project specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.
- 9.2. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Grantee shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

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

- 9.3. If Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other

than State entities).

- 9.4. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.
- 9.5. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Grantee shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Grantee of such non-compliance.
- 9.6. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Grantee's fiscal year.
- 9.7. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 9.8. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.9. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

10. REPORTS

- 10.1. The Grantee shall submit Quarterly Status Reports to the Department in accordance with Rule 60FF1-5.0035(2), F.A.C.
 - 10.1.1. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
 - 10.1.2. The Quarterly Status Report shall inform the Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 10.1.3. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in this section.
 - 10.1.3.1. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include date of final acceptance and start of warranty period. Service grants should include the date service was started.
 - 10.1.3.2. Final document submission and closeout of a grant does not affect the Board's right to disallow costs and recover funds based on an audit or financial review. The

Grantee shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

- 10.2. The Grantee must provide DMS a copy of the Annual Comprehensive Financial Report (ACFR), consistent with section 218.32 Florida Statutes, no later than June 30 of each year.
- 10.3. All reports, associated information, and final reporting documents should be e-mailed to:
ECBSubmissions@dms.fl.gov

11. RECORDS

- 11.1. Pursuant to section 20.055(5), F.S., the Grantee and its contractors and subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.
- 11.2. As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents.
- 11.3. The Grantee shall maintain any books, records, or documents, including those pertaining to all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement. The maintenance of these records shall be made in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.
- 11.4. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 11.5. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88r2, "Guidelines for Media Sanitization" (2025), available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>.
- 11.6. In accordance with section 216.1366, F.S., Department is authorized to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds; and the programmatic records, papers, and documents of the Grantee that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

12. PUBLIC RECORDS

- 12.1. The Grantee is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Grantee shall:
- 12.1.1. Keep and maintain public records required to perform the services contemplated in this Agreement;
 - 12.1.2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
 - 12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Grantee does not transfer the records to the public agency;
 - 12.1.4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Grantee or keep and maintain public records required by the Department to perform the service. If the Grantee transfers all public records to the public agency upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and
 - 12.1.5. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3., CONTACT, OF THE AGREEMENT.**
- 12.2. The Department reserves the right to unilaterally cancel this Agreement if the Grantee refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Grantee created or received under this Agreement.

13. LIABILITY

- 13.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 13.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

14. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 15., Remedies, of this Agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 14.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 14.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 14.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 14.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

15. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 15.1. Terminate this Agreement in accordance with Section 16., Termination, below;
- 15.2. Withhold or suspend the payment of all or any part of a request for payment;
- 15.3. Exercise any corrective or remedial actions, including but not limited to:
 - 15.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 15.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 15.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

16. TERMINATION

- 16.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 16.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days

of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

- 16.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 16.4. Mutual Termination. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 16.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 16.5.1. Not incur new obligations for the terminated portion of the Agreement; and
 - 16.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

17. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 17.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).
- 17.2. If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and
- 17.3. All Grantee contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Grantee. Any cost incurred after a notice of suspension or termination is received by the Grantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Grantee contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event; and
- 17.4. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 17.5. For each contractor or subcontractor, the Grantee shall provide a written statement to the Department certifying the following:
 - 17.5.1. Whether the contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

- 17.5.2. Neither the contractor or subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
- 17.5.3. Neither the contractor or subcontractor are presently on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.
- 17.5.4. The contractor or subcontractor it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel", in accordance with s. 287.135(5), F.S. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- 17.5.5. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the contractor or subcontractor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies"
- 17.5.6. The contractor or subcontractor certifies it has completed and provided an affidavit signed by an officer or a representative of the contractor or subcontractor under penalty of perjury attesting that the contractor or subcontractor does not use coercion for labor or services as defined in section 787.06, F.S.
- 17.6. Pursuant to sections 287.135(5) and 287.135(3), F.S., Grantee agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

18. MANDATED CONDITIONS

- 18.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 18.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

19. LOBBYING PROHIBITION

- 19.1. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not

to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

- 19.2. The Grantee certifies, by its signature to this Agreement, the terms shall include this provision.
- 19.3. The Grantee shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

20. MISCELLANEOUS

- 20.1. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 20.2. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 20.3. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 20.4. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 20.5. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 20.6. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 20.7. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

Signature of County Representative authorized to bind the Grantee

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Tom Berger, Interim Secretary

STATE-FUNDED AGREEMENT

FOR

RURAL COUNTY GRANT PROGRAM

26-04-06

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

COLUMBIA COUNTY

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and Columbia County (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the “Application”), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and this Grant Agreement, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. Grant Agreement;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. Attachment 2, the Grantee’s award letter; and

2.1.4. Attachment 3, the Grantee’s submitted Application.

2.2. The Grantee shall perform the tasks specified herein in accordance with sections 365.172 and 365.173, F.S., and the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on April 17, 2026, and ends April 16, 2028, two (2) years thereafter. No renewals of this Agreement are permitted.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

3. FUNDING

3.1. Funding for this Agreement consists of the awarded state resources set forth in Exhibit 1, Audit Requirements.

3.2. The method of payment for this Agreement is cost-reimbursement, or rural payment pursuant to section 215.971(1)(h), F.S., and all payment is subject to the availability of funds. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement.

3.3. Advance payments may be permitted under this Agreement pursuant to section 215.422(15), F.S., or section 216.181(16), F.S., and the Department of Financial Services’ (DFS) Reference Guide for State Expenditures, available at: myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7. Advance payment is subject to approval from DFS. Grantee shall provide DMS with all necessary

information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

- 3.4. The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.
- 3.5. The Department will reimburse or provide rural payment to the Grantee only for allowable costs incurred during the Agreement period by the Grantee for the successful completion of each deliverable. Funds provided shall not exceed the amount specified in Section 6., Scope of Work, and Exhibit 1, Audit Requirements, of this Agreement.
- 3.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.
 - 3.6.1 The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 3.6.2 The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 3.6.3 The Grantee shall refund to the Department any funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
- 3.7. For the purposes of this Agreement, the Department shall consider payments made by the Grantee to be improper under the following circumstances:
 - 3.7.1 Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - 3.7.2 Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
- 3.8. The following expenses are not eligible for reimbursement under this Agreement:
 - 3.8.1 Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
 - 3.8.2 Vehicle expenses.
 - 3.8.3 Wireline database costs.
 - 3.8.4 Outside plant fiber or copper cabling systems and building entrance cost.
 - 3.8.5 Consoles, workstation.
 - 3.8.6 Aerial photography expenses.
 - 3.8.7 Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year.

4. REQUEST FOR REIMBURSEMENT

- 4.1. The Grantee shall submit all requests for reimbursement, progress payments, and rural payments as described in this Agreement and Section 8., Financial and Administrative Requirements, of the Application. Such requests shall be submitted using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month. No reimbursement shall duplicate any

previous reimbursement.

- 4.2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount.
- 4.3. The Department shall not process requests for reimbursement for payments made by Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 4.4. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.
- 4.5. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Grantee is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures.
- 4.6. The Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/audits-reports/judgment-interest-rates>.
- 4.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in section 112.061, F.S., and the Department of Financial Services Guidelines for State Expenditures.

5. RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY

- 5.1. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., ("Rural Grantee"), a Rural Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Grantee shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Grantee.
- 5.2. A Rural Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, by email to the Department at ECBSubmissions@dms.fl.gov. Following demonstration of financial hardship and the initial request to elect to receive rural payment, the Rural Grantee shall submit subsequent requests for payment and all necessary documentation using the Financial Reimbursement of Expenditures Form in accordance with Rule 60FF1-5.0035(4), F.A.C., for incurred and appropriate costs. Requests for rural payment shall be submitted by email to the Department at ECBSubmissions@dms.fl.gov, not to exceed once per month.
- 5.3. The Rural Grantee is responsible for ensuring all documentation related to Rural Grantee's grant award is readily available to the Department upon request and is in conformance with the DFS requirements. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 5.4. The Department shall not process requests for rural payments made by Rural Grantee that are deemed as improper payments as set forth in Section 3., Funding, of this Agreement.
- 5.5. Funds provided to a Rural Grantee via rural payment shall only be used for allowable costs incurred

by a Rural Grantee pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in this Agreement.

- 5.6. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than 120 days after expiration of this Agreement.

6. SCOPE OF WORK

- 6.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to complete 911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete 911 System Maintenance in accordance with the Grantee's contract with its vendor.</i>	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 4. and Section 5. of the Agreement. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$ 49,681.85		

7. CONTACTS AND NOTICE

- 7.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the

Department's liaison with the Grantee. As part of their duties, the Department's Grant Manager will:

- 7.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 7.1.2. Review all documentation for which the Grantee requests payment; and
- 7.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Grantee.
- 7.1.4. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

The Department's Grant Manager responsible for the administration of this Agreement is:

Latasha Scott, Grant Manager
4030 Esplanade Way
Tallahassee, FL 32399
850-413-0816
Latasha.Scott@dms.fl.gov

- 7.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of their duties, the Grantee's Grant Manager shall provide the Department with all required reports under this Agreement, to the Emergency Communications Board in accordance with Section 9., Grant Reporting Procedures, of the Application.
- 7.3. The name and address of the Grantee's Grant Manager responsible for the administration of this Agreement is:

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The Columbia County 911 Coordinator

- 7.4. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 7.5. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

8. MODIFICATION

- 8.1. Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original

version of this Agreement.

- 8.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.
- 8.3. Change requests must be submitted to the Department prior to the deviation from the grant award. No changes or deviations from the original award are authorized unless approved in writing by the Board. Such requests shall be submitted using the Change Request Form in accordance with Rule 60FF1-5.0035(3), F.A.C.
 - 8.3.1. Prior to a Grantee signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
 - 8.3.2. Time extension requests will not be granted unless the Grantee has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule. Time extensions shall be limited to a maximum of one additional year if approved by the Board.
 - 8.3.3. Conversion from a two-year grant up to a five-year grant will add up to three additional years from the grant's original expiration date.
 - 8.3.4. Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next Board meeting. The Change Request Form and associated information should be e-mailed to ECBSubmissions@dms.fl.gov.

9. AUDIT REQUIREMENTS

- 9.1. In the event the Grantee expends \$750,000.00 or more in-state financial assistance during its fiscal year, the Grantee must have a State single or project specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.
- 9.2. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Grantee shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

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

- 9.3. If Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years

ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Grantee expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

- 9.4. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.
- 9.5. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Grantee shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Grantee of such non-compliance.
- 9.6. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Grantee's fiscal year.
- 9.7. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 9.8. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.9. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

10. REPORTS

- 10.1. The Grantee shall submit Quarterly Status Reports to the Department in accordance with Rule 60FF1-5.0035(2), F.A.C.
 - 10.1.1. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
 - 10.1.2. The Quarterly Status Report shall inform the Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 10.1.3. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in this section.
 - 10.1.3.1. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your

project completion date. Grants that were for equipment installation should include date of final acceptance and start of warranty period. Service grants should include the date service was started.

10.1.3.2. Final document submission and closeout of a grant does not affect the Board's right to disallow costs and recover funds based on an audit or financial review. The Grantee shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

10.2. The Grantee must provide DMS a copy of the Annual Comprehensive Financial Report (ACFR), consistent with section 218.32 Florida Statutes, no later than June 30 of each year.

10.3. All reports, associated information, and final reporting documents should be e-mailed to: ECBSubmissions@dms.fl.gov

11. RECORDS

11.1. Pursuant to section 20.055(5), F.S., the Grantee and its contractors and subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

11.2. As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C., the Department, the Department of Financial Services, and 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 Grantee 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 Grantee's personnel for the purpose of interview and discussion related to such documents.

11.3. The Grantee shall maintain any books, records, or documents, including those pertaining to all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement. The maintenance of these records shall be made in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

11.4. The Grantee shall retain all records made or received in conjunction with this Agreement for the longer of five (5) years after the end of this Agreement period and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

11.5. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88r2, "Guidelines for Media Sanitization" (2025), available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>.

11.6. In accordance with section 216.1366, F.S., Department is authorized to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds; and the programmatic records, papers, and

documents of the Grantee that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

12. PUBLIC RECORDS

12.1. The Grantee is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Grantee shall:

- 12.1.1. Keep and maintain public records required to perform the services contemplated in this Agreement;
- 12.1.2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
- 12.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Grantee does not transfer the records to the public agency;
- 12.1.4. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Grantee or keep and maintain public records required by the Department to perform the service. If the Grantee transfers all public records to the public agency upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and
- 12.1.5. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3., CONTACT, OF THE AGREEMENT.**

12.2. The Department reserves the right to unilaterally cancel this Agreement if the Grantee refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Grantee created or received under this Agreement.

13. LIABILITY

13.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

13.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

14. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 15., Remedies, of this Agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 14.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 14.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 14.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 14.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

15. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 15.1. Terminate this Agreement in accordance with Section 16., Termination, below;
- 15.2. Withhold or suspend the payment of all or any part of a request for payment;
- 15.3. Exercise any corrective or remedial actions, including but not limited to:
 - 15.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 15.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 15.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

16. TERMINATION

- 16.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the

event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 16.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 16.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 16.4. Mutual Termination. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 16.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 16.5.1. Not incur new obligations for the terminated portion of the Agreement; and
 - 16.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

17. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 17.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee will be fully responsible for the satisfactory completion of all work performed under any third-party contract(s).
- 17.2. If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and
- 17.3. All Grantee contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Grantee. Any cost incurred after a notice of suspension or termination is received by the Grantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Grantee contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

and

- 17.4. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 17.5. For each contractor or subcontractor, the Grantee shall provide a written statement to the Department certifying the following:
 - 17.5.1. Whether the contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.
 - 17.5.2. Neither the contractor or subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
 - 17.5.3. Neither the contractor or subcontractor are presently on the Convicted Vendor List identified in section 287.133(2), F.S, or the Discriminatory Vendor List identified in section 287.134(2), F.S.
 - 17.5.4. The contractor or subcontractor it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel", in accordance with s. 287.135(5), F.S. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
 - 17.5.5. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the contractor or subcontractor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies"
 - 17.5.6. The contractor or subcontractor certifies it has completed and provided an affidavit signed by an officer or a representative of the contractor or subcontractor under penalty of perjury attesting that the contractor or subcontractor does not use coercion for labor or services as defined in section 787.06, F.S.
- 17.6. Pursuant to sections 287.135(5) and 287.135(3), F.S., Grantee agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

18. MANDATED CONDITIONS

- 18.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 18.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S.,

specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

19. LOBBYING PROHIBITION

- 19.1. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.
- 19.2. The Grantee certifies, by its signature to this Agreement, the terms shall include this provision.
- 19.3. The Grantee shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

20. MISCELLANEOUS

- 20.1. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 20.2. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 20.3. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 20.4. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 20.5. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 20.6. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 20.7. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this

Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

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I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

Signature of County Representative authorized to bind the Grantee

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name



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: 5/8/2026 Meeting Date: 5/21/2026

Department: Commissioner District 3

1. Nature and purpose of agenda item:

Discuss possible amendments to the Code of Ethics

2. Recommended Motion/Action:

Discussion

3. Fiscal impact on current budget.

This item has no effect on the current budget.