



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 2/24/2021 Meeting Date: 3/4/2021

Name: Glenn Hunter Department: Economic Development

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Glenn Hunter", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Columbia County Economic Development has been awarded \$24,900.00 from Enterprise Florida, INC (EFI) to conduct site specific planning and pre-development activities such as master planning, environmental surveys and conceptual design work within the Bell Rd Distribution Corridor. This funding will assist the continuing development within that corridor, allowing Economic Development to attract new industry to Columbia County.

2. Recommended Motion/Action:

Approve the award agreement from EFI

3. Fiscal impact on current budget.

This item has no effect on the current budget.

ENTERPRISE FLORIDA
RURAL FLORIDA SITE PREPAREDNESS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of this 5th day of February 2021, by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "EFI") and **COLUMBIA COUNTY ECONOMIC DEVELOPMENT DEPARTMENT** (hereinafter referred to as "Grantee" and jointly referred to as "the Parties").

RECITALS

WHEREAS, EFI the economic development organization for the State of Florida has been charged with assisting, promoting, and enhancing economic opportunities in Florida's rural communities; and

WHEREAS, EFI has created the Rural Grant Program to assist Florida's rural communities with the development and enhancement of sites to make them build ready and competitive for site selection project.; and

WHEREAS, the Grantee's rural program (hereinafter "Program") has been selected for a grant award because it has been determined to meet the grant requirements, further the mission of EFI, and to be mutually beneficial to the Parties and the State of Florida; and

WHEREAS, the Parties hereto desire to enter into this Agreement whereby EFI will provide a grant of funds for the program;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement begins on July 1, 2020 and ends on June 30, 2022. EFI is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date.

2. Award Funds. This Agreement shall not exceed **TWENTY FOUR THOUSAND NINE HUNDRED DOLLARS (\$24,900.00)**, which shall be paid by EFI in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement and the Scope of Work attached hereto as "Exhibit B" and fully incorporated herein. EFI's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Grantee agrees as follows:

- a) The Funds shall be expended solely for reimbursement of expenses related to the Program as approved by EFI and the provisions within the Grant Reimbursement Process attached hereto as "Exhibit C" and fully incorporated herein ("Allowable Expenses"). Grantee may invoice periodically throughout the term as appropriate, and funds will be provided upon approval by EFI.

- b) Invoices are required to outline funds expended with receipts for all expenses attached as an Exhibit 1. If possible, proof of work completed shall be attached as an Exhibit 2. EFI may require Grantee to provide further information or documentation to substantiate any invoice submitted. All invoices are subject to approval by EFI for accuracy and completeness. EFI may not unreasonably withhold approval.
- c) Grant recipient shall be reimbursed for allowable project costs resulting from obligations incurred during the Agreement period subject to EFI's approval. Activities for which state funds may NOT be spent include the following (this also applies to any subcontractors or consultants that are paid with Grant funds):
 - 1. Staff salaries.
 - 2. Purchase of equipment, furniture, or fixtures.
 - 3. Receptions, gifts, gift cards, awards, trophies, or membership dues.
 - 4. Lobbying any branch of state government.
 - 5. Administration of the project in excess of 10 percent of the Grant award.
 - 6. Project costs incurred related to the Agreement prior to its beginning date or after its ending date.
 - 7. Travel expenses not made pursuant to Section 112.061, Florida Statutes.**
 - 8. Business entertainment expenses, including meals or activity fees.
 - 9. Participation in trade shows, air shows, consultant events, and congressional delegations for more than three (3) key staff members and/or officers of the prospective Grantee per activity.
 - 10. Participation in activities or events that are not located in the Continental United States(CONUS).

3. Scope of Work. The Scope of Work is included in Exhibit B and is hereby incorporated into this Agreement.

4. Time is of the Essence. Time is of the essence in performing obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

5. Final Report and Disbursement of Funds. The Grantee shall submit a Final Project Report by **July 15, 2022**. Final disbursement shall be made only after EFI has approved the Final Project Report which shall include the following information:

- a. Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. Certification that the Project meets state and local construction standards, as applicable;
- c. The total amount of Funds received from EFI pursuant to this Agreement;
- d. The total amount of funding received from other sources in relation to this Project;
- e. The total amount of Project expenditures;
- f. Explanation of any material changes in circumstances that may affect the outcome potential of the Project;

6. All Funds Conditional. If Grantee fails to: (i) submit the Final report accurately and prior to the deadline: (ii) submit the required Exhibits; (iii) expend program funds in a way that is consistent with the approved

program; or (iv) perform any other obligation required under this Agreement, EFI shall (a) have no obligation to pay to Grantee Funds or any portion thereof; and (b) have the right, in its sole discretion, to immediately terminate this Agreement. This right of termination shall be in addition to any other right of termination under this Agreement.

7. Assignments and Subcontracts.

- a. Grantee shall not assign the responsibility for this Agreement to another party.
- b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Grantee subcontracts all or part of the work contemplated under this Agreement, such arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. EFI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will indemnify and defend EFI against any such claims.
- c. Grantee shall make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from EFI in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor.
- d. EFI shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in EFI's judgment, are insufficient.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.

- a. Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

- b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect.

9. Accounting Records. Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. Such records shall be kept in compliance with Section 215.97, Florida Statutes (the Florida Single Audit Act) and within the guidelines of generally accepted accounting principles, procedures and practices for a period of no less than seven (7) years following the termination or expiration of this Agreement. Grantee acknowledges that receipt of more than

five-hundred thousand (\$500,000) in state funds are subject to the Florida Single Audit Act under the Catalog of State Financial Assistance (CSFA) No. 40.003 Enterprise Florida Inc.

10. Program Application. Grantee represents and warrants that the information set forth in the application submitted to EFI in connection with the Program, is true, correct and complete in all material aspects.

11. Independent Entity. Grantee is acting as an independent grant recipient and not as EFI's agent or employee in the performance of this Agreement. Grantee acknowledges that EFI is not responsible for withholding and filing federal or state taxes or other withholdings on behalf of the Grantee. Grantee further acknowledges that neither the Grantee nor the employees of Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

12. Indemnification. Grantee shall indemnify, defend and hold harmless EFI and the State of Florida from any and all claims, suits, judgments or damages arising from the Proposal and Grantee's obligations under this Agreement to the extent allowed by law.

13. No Pledge of Credit. Grantee has no authority to and shall not pledge credit of EFI of the State of Florida, or purport to make EFI or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

14. Failure of Satisfactory Performance. EFI's reimbursement obligation to Grantee is contingent upon EFI's receipt when due and approval of all documents and reports required under this Agreement. Grantee's satisfactory completion of the Grantee's Application and the satisfactory performance of Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. Should Grantee fail to satisfactory perform its obligations under this Agreement, in addition to any other remedies contained herein or available to EFI by law or in equity, EFI may terminate this Agreement, demand that Grantee return part or all of the Funds, or both, following Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

15. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, electronic mail, e-mail, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Enterprise Florida, Inc.
Michelle Boylan, Director, Contracts, Grants & Compliance
800 N. Magnolia Ave. Ste. 1100
Orlando, FL 32803
PHONE: 407-956-5636
mboylan@eflorida.com

Grantee: Columbia County, Economic Development Department
Glenn Hunter, Executive Director
971 W. Duval Street, Suite 145
Lake City, FL 32055
PHONE: 386-288-6983
EMAIL: ghunter@columbiacountyfla.com

The address of either party provided above may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

16. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand of Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

17. Promotional Materials. Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI after review and approval by EFI. Grantee shall not publicly promote or reference its relationship with EFI, or DEO as provided for in this Agreement whether through media releases, press statements, publication on its website or social media accounts, or in any other public format whatsoever, without the express written prior approval of EFI.

18. Modification. This Agreement may be modified only upon the written and mutual consent of the Parties hereto.

19. Termination. This Agreement may be terminated without cause by the Grantee with 30 days' notice in writing to the Agreement Manager. This Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event the Agreement is terminated prior to the expiration of the term without cause, EFI shall pay the Grantee for work completed and any obligations and expense incurred by the Grantee that could not reasonably be canceled.

20. Coordination. When reasonable, the Grantee shall coordinate with other Florida economic development organizations and avoid duplication of existing state and local services and activities provided in Florida.

21. Complete Agreement. This Agreement with all exhibits hereto, constitutes the entire agreement between the Parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter. Neither Party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

22. Authorization. The officer or other person who has executed this Agreement below on behalf of a party hereto covenants that he or she is legally authorized to execute and deliver on this Agreement on behalf of such party and such other party may rely on this authorization without inquiry.

23. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures shall be of the same force and effect as original signatures.

24. EFI Standard Terms & Agreements. EFI's Standard Contract Terms & Agreements, attached hereto as "Exhibit A", are fully incorporated herein and are binding upon the Parties.

25. Contract Requirements Pursuant to Section 288.904(6), Florida Statutes.

- The purpose of the grant is found in: paragraph 3 of this Agreement.

- The specific performance standards and responsibilities for the parties is found in: paragraph 3 of this Agreement.
- A detailed project budget is found in: Exhibit B of this Agreement.
- The value of the services provided under the grant is found in: Paragraph 2.
- The projected travel and entertainment expenses for EFI employees and board members under the grant is: \$0.00.

Intentionally Left Blank

IN WITNESS WHEREOF, The Parties have caused this Agreement to be duly executed as of the last day and year written below.

COLUMBIA COUNTY ECONOMIC
DEVELOPMENT DEPARTMENT

ENTERPRISE FLORIDA, INC.
(EFI)

Glenn Hunter
Executive Director

Jamal Sowell
President & CEO

Or – Designee: **Robert Schlotman, COO**

Date

Date

EXHIBIT A

Enterprise Florida Standard Contract Terms & Agreements 2020-2021

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Grantee shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.

3. Grantee shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Grantee is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

4. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Grantee is found guilty of any violation of any of the foregoing laws.

5. Grantee shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Grantee shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

6. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Grantee acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Grantee affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Grantee or its affiliates been placed on the Discriminatory Vendor List.

7. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, Grantee affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Grantee shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Agreement. The records

shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

9. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

10. Pursuant to its contract with DEO, EFI requires Grantee, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If EFI determines that Grantee has submitted a false certification, EFI will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Grantee. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Grantee. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

11. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

12. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

13. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

14. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

15. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

16. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

17. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

19. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Grantee shall keep and maintain public records required by EFI to perform Grantee's responsibilities hereunder.

b. Grantee shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Grantee shall 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 Grantee does not transfer the records to the public agency.

d. Upon completion of the contract, Grantee shall transfer, at no cost to EFI, all public records in possession of Grantee or keep and maintain public records required by EFI to perform the service. If Grantee transfers all public records to the public agency upon completion of the contract, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Grantee acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Grantee of the request, and Grantee must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. **If Grantee provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Grantee's assertion, Grantee agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Grantee acknowledges that EFI may unilaterally cancel this Agreement if Grantee refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Grantee fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: bmimbs@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.

EXHIBIT B - Scope of Work

[Rural Florida Site Preparedness](#)

Response ID: [187783345](#)

Submitted Date: 12/13/2020 01:26:13 PM (GMT-5)

Completion Time: 55 min. 22 sec.



Rural Florida Site Preparedness Grant Program

Application Materials and Submission Instructions

Application must be completed in its entirety prior to submission. Partially completed applications will not be accepted or considered. All supporting documentation must be included and uploaded with the application.

Questions on the application process may be submitted to: mboylan@enterprise florida.com

Deadline for applications is December 15, 2020

- Read and review the Site Criteria in full before completing an application.
- Read and review the application in full before completing an application.
- Community must have rural designation from the Florida Department of Economic Opportunity at the time of application.
- The Site Preparedness application consists of an application form, a certification form, and optional attachments. To be considered for a grant, all items must be submitted in a single submission. Failure to provide the required information could result in a delay in the review of, or rejection of, an application.
- Letter(s) of Support are optional **but recommended**. Applications that include letters of support from representatives of properties, the county, city or town in which the project is located, or similar will be given special consideration.

- Enterprise Florida reserves the right to require the submission of additional information in connection with any application or to require the revision of an application.
- Applicants approved will be required to enter a grant agreement with Enterprise Florida in order to receive the funding. EFI may request additional information while negotiating the agreement.

ORGANIZATIONAL INFORMATION

All applicants must meet eligibility requirements for the grant program.

Does your organization serve as the economic development organization for a Rural community or county?

Yes

Which of the following statements is true of the county or community your organization represents?

A county with a population of 75,000 or fewer

Are you a Non-for-Profit Company?

No

CONTACT INFORMATION

Full Legal Organization Name

Columbia County Sports Commission

Street Address

971 W. Duval Street, Suite 145

City

Lake City

County
Columbia

State
FL

Zip
32055

FEIN# Organization Website
59-6000564 **www.columbiacountyfla.com**

Organization President Executive Director/CEO

First Name
Glenn

Last Name
Hunter

Title
Executive Director

Phone
(386) 288-6983

Email
ghunter@columbiacountyfla.com

Grant Manager

First Name
Jennifer L.

Last Name
Goff

Title
Office Manager

Phone
(386) 758-1033

Email
jgoff@columbiacountyfla.com

PROJECT INFORMATION

Grant Purpose

Site specific planning and pre-development activities including property surveys, master planning, engineering surveys, or environmental studies

Project or Site
Address:

XXXX Bell Road

Plot/Land Numbers: (if applicable)

18-3S-17-05053-000; 18-3S-17-05048-003

Size of the parcel/building (if applicable)

256 acres

The maximum amount available for funding is \$25,000.00

Grant Amount Requested:

24900

Is this a matching funds request?

Yes

Are there additional or other funds dedicated to support this project?

Yes

If answered "yes" to either question above, please describe the purpose of the matching funds or additional/other funds invested in this project:

The North Florida Economic Development Partnership will provide the 10% match from corporate funds.

Anticipated Project Timeline:

Start Date End Date

01/22/2021 04/02/2021

Project Description: Provide a description of the initiative, project or development this grant will support. If this grant will fund a portion of a larger initiative, project or development, please describe (1) the larger initiative (2) progress made to-date and (3) how this grant will contribute to the larger initiative:

Columbia County proposes to have a professional consultant perform technical inspections and evaluations of a property selected by Columbia County which is deemed highly suitable for industrial and/or commercial development and create specific data products that will fortify site readiness of the parcel. The owner of the property has made a commitment to make the site available for purchase for the purpose of economic development. The property has already been zoned correctly for commercial/industrial development. Grant-funded project tasks will have the following objectives: • Establish the competitive claims of the site with objective, a-political facts established through various methods of data collection, desktop and field observations, and recommendations by a qualified professional consultant •

Develop factual data to enhance the knowledge of this 256-acre parcel on the Bell Road Corridor which is in a prime location within 2 miles of I-10, 5 miles of I-75 and has a Class I railroad with ¼ miles. • Provide higher site visibility in the marketplace to attract quality job-producing projects • Ensure communities have enhanced competitive real estate assets required for strong Request For Information (RFI) responses and project consideration • Determine highest and best project land use intensity (e.g., heavy industrial, light industrial, agribusiness, distribution/freight logistics, etc.) of this 256-acre site and align with viable county industry targets for high confidence matching of sites to RFIs • Produce technical marketing products to demonstrate site viability and readiness for development and visualize potential site use The intended project will leverage the work conducted to date through the Strategic Sites Inventory (SSI) Program to ensure higher ROI confidence by elevating sites that have been pre-qualified as highly suitable economic development real estate assets.

Statement of Need: Provide a description of why the grant is needed (example: How this investment will assist with bringing the site to shovel-ready or how this funding will support proposed municipal process improvement)

Columbia County has identified what is believed to be a highly competitive industrial and commercial site based on extensive knowledge of the county manager's and economic development staff's extensive knowledge of property ownership, and history of land use and availability. In order to realize the full potential of the 256-acre SSI site funding is sought to meet the following needs: • SSI Phase II: Preliminary Due Diligence • Site Profile • Site Visit/Drone Video Capture • Site Promotional Video • Site Map Book • Drive-Time Labor Profile • Desktop Wetlands Assessment SSI Phase I sites have demonstrated potential as strategic real estate assets for economic development. There is a need to assist our community with advancing the SSI Phase I sites to market through landowner engagement (which this site has) and development positing. The needs stated will assist with quantifying site readiness and provide both justification for advancement to market for development with compelling marketing information that is defended by fact-based documentation and products that tell the story of site value.

Work Plan and Approach: Provide a description of the proposed work plan and approach. This response can include the steps that will be taken, deliverable expected, and, if applicable, a description of the in-kind or matching resources and/or funds that will be dedicated to the support project. Please also describe the steps that would occur following this grant in order to make the larger initiative successful.

Work Plan and Approach A phased approach to project planning and execution will be applied to ensure successful implementation and achievement of funding-enabled objectives and activities. Proposed work description: See Project Activities attachment Approach: 1. Clearly define individual project objectives for each site including deliverables and intended use of deliverables for site readiness 2. Solicit, vet, and select consultant(s) to perform project tasks 3. Execute project tasks in progressive order as findings may dictate performance of each subsequent project task (e.g., conduct Phase II ESA first in order to ensure no apparent environmental concerns/conditions exist that would suspend further site work) 4. Communicate site project findings and product development progress to local stakeholders, EFI and the North Florida Economic Development Partnership (NFEDP) 5. Develop marketing plan to maximize use of site information and products developed 6. Ensure EFI project managers and NFEDP are fully apprised of each competitive site for Columbia

County, understand each site’s key advantages and highest and best project use, and have access to the informational and marketing materials for RFI/lead generation distribution to our county

Project Impact: Provide a description of the impact and public benefits that will result from the grant-funded initiative, project or development.	Edit this text	Description of Attachment:	Additional Project Attachments	Additional Project Attachments	Letter of Support Attachment
Project Impact • Site readiness - Elevate potential highly competitive greenfield sites to open real estate market availability and development ready status • Compete nationally for high-value projects • Increase frequency and number of viable project opportunities (RFIs) • Minimize community being eliminated from project consideration because of a site deficiency • Successful attraction and winning of quality job-producing projects • Sustainable tax revenues • Community growth and prosperity	- Map showing project location information - Other Information: Describe Below:	Parcel Map ColumbiaCounty_SSI_Phase-I_Site_12023-027.pdf	Project Activities Columbia 12-13-2020.pdf	Columbia Spt Letter 12-12-12.pdf	

Project Expense
SSI Phase II

Price
9,800.00

Quantity

1

Total
9,800.00

Project Expense
Site Profile

Price
1,750.00

Quantity
1

Total
1,750.00

Project Expense
Site Visit/Drone Video

Price
1,100.00

Quantity
1

Total
1,100.00

Project Expense
Site Promotional Video

Price
\$700.00

Quantity
1

Total
700.00

Project Expense
NAICS Code Assignment

Price
750.00

Quantity
1

Total
750.00

Project Expense
Site Map Book

Price
3,200.00

Quantity
1

Total
3,200.00

Project Expense
Drive-Time Labor Profile

Price
3,700.00

Quantity
1

Total
3,700.00

Project Expense
Desktop Wetlands Assessment

Price
3,900.00

Quantity
1

Total
3,900.00

Grand Total
24,900.00

Activity
SSI Phase II

Project Timeframe or Completion Date
03/19/2021

Activity
Site Profile

Project Timeframe or Completion Date
04/02/2021

Activity
Site Visit/Drone Video

Project Timeframe or Completion Date

04/09/2021

Activity

Site Promotional Video

Project Timeframe or Completion Date

04/09/2021

Activity

NAICS Code Assignment

Project Timeframe or Completion Date

4/16/2021

Activity

Site Map Book

Project Timeframe or Completion Date

5/07/2021

Activity

Drive-Time Labor Profile

Project Timeframe or Completion Date

5/14/2021

Activity

Desktop Wetlands Assessment

Project Timeframe or Completion Date

5/28/2021

Applicant Certification:

By signing below, you certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of your knowledge and that you will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines

I AGREE

- I AGREE

Name of Applicant	Applicant Title	Date Submitted
Glenn Hunter	Executive Director	12/13/2020

File List (Protected)

ColumbiaCounty_SSI_Phase-I_Site_12023-027.pdf (2233Kb.):

<https://app.formassembly.com/uploads/get/af03717bc018f091fb7de2620374e9e3-ColumbiaCou>

[nty_SSI_Phase-I_Site_12023-027.pdf](#)

Project Activities Columbia 12-13-2020.pdf (104Kb.):

<https://app.formassembly.com/uploads/get/9c96daa2ad954d0e29d101d614205907-ProjectActivitiesColumbia12-13-2020.pdf>

Columbia Spt Letter 12-12-12.pdf (214Kb.):

<https://app.formassembly.com/uploads/get/721a2f7e3383a0d41f665128aa151065-ColumbiaSptLetter12-12-12.pdf>

EXHIBIT C - Grant Reimbursement Process



Grant Reimbursement Requirements

1. All Marketing Materials produced **MUST** include the Enterprise Florida Logo.
2. The grant project must be completed within the term identified within the grant agreement.
3. All project costs must be paid in full prior to requesting reimbursement as evidenced by:
 - Proof of payment (bank or credit card statements, copies of checks, receipts marked paid)
 - Proof of expense from the vendor with description of services/products provided and the amount.
4. Provide an invoice to Enterprise Florida, Inc. for the reimbursement request detailing each expense requesting reimbursement for.
5. Provide proof of performance
 - For print advertising - A physical copy of the publication must show the publication name and date and display the advertisement and EFI logo.
 - For digital advertising – A screenshot of the webpage showing EFI logo
 - For printed collateral (brochures, maps etc...) – A photo or hard copy of the final printed product containing the EFI Logo.
 - For all other merchandise (t-shirts, tote bags etc..) promotion items – a photo or sample of the item showing the EFI logo.
 - For Site Preparedness - Evidence of completed Scope of Work, Proof of Match Contribution and Compliance Certification Form.

ALL REIMBURSEMENT REQUESTS MUST BE MADE BY THE DEADLINE INDICATED

EXHIBIT D - Compliance Certification Form

Grantee Address, Phone, and Email:

COMPLIANCE
CERTIFICATION FORM

DATE:

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed:

Title:

Contractor Signature:

Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed:

Title:

EFI Contract Manager Signature:

Date: