

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

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

CONSENT AGENDA

JULY 1, 2010

- (1) External Budget Amendment - Tourist Development Council - BA #09-19 - Rent & Royalties - Purchase New Tri-Vision Sign - \$60,000.00**
- (2) External Budget Amendment - Sheriff's Office - #9 - BA #09-25 - Florida Retirement System Increase - \$33,429.00**
- (3) County Agreement and Resolution - Florida Department of Transportation - Sidewalk on Lake City Avenue from US 90/SR 10 to Amanda Street**
- (4) Agreement - Florida Department of State, Division of Library and Information Services - Public Library - 2010-2011 State Aid to Libraries Agreement**
- (5) Approval of Name Change - North Florida Professional Services (formally know as Bailey, Bishop & Lane, Inc.) - Cannon Creek, Stormwater Project**
- (6) Human Resources - Request Upgrade Position of Information Specialist III (TDC) from Part-time to Full-time - Increase Pay from \$7.50 to \$8.50 per hour and benefits**
- (7) Utility Permit - AT&T SE Florida - SW English Street**
- (8) Minute Approval - Board of County Commissioners - Regular Meeting - June 17, 2010**

7/1/10
Agenda

#1

BUDGET AMENDMENT
2009-2010

NUMBER: BA 0919

FUND: 107-5200-552-3053

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
107-0000-362-2010 Rent & Royalties	107-5200-552-3053 Sign Maintenance	\$60,000

Per attached memo, transfer of \$60,000 to purchase new tri-vision sign and associated costs for electrical hook-up and installation of outside camera system.

DESCRIPTION: REFERENCE: **Tri-vision purchase**

REQUESTED BY: Harvey Campbell Tourist Development Council

RECEIVED

JUN 15 2010

Board of County Commissioners
Columbia County

District No. 1 - Ronald Williams
District No. 2 - Dewey Weaver
District No. 3 - Jody DuPree
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

April 12, 2010

M E M O

TO: Harvey Campbell, Tourism Marketing Director

FR: Dale Williams, County Manager *Dale*

RE: Your Memo of April 7, 2010 –
Replacement of Tri-Vision sign on I-75

The use of TDC contingency funds will require the approval of a budget amendment. Once final construction costs are known (either the current price or a new price determined by a new bid), submit a budget amendment for approval prior to issuing the bid award. I concur with the marketing plan for the sign.

DW/cnb

XC: Ben Scott, Purchasing Director

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.

Columbia County

Tourist Development Council

Post Office Box 1847 • 263 NW Lake City Avenue
Lake City, Florida 32056-1847

Telephone: 386-758-1312 • Fax: 386-758-1311 • Toll Free: 1-877-745-4778

April 7, 2010

MEMORANDUM

To: Dale Williams, Columbia County Manager
From: Harvey Campbell, Columbia County Tourist Development Council
Subject: Replacement of Tri-vision sign on I-75

As we discussed earlier, a set of recommendations was presented to the membership of the Columbia County Tourist Development Council (TDC) at its monthly meeting on Wednesday, March 17, at the Columbia County Emergency Operations Center.

A sub-committee of the TDC comprised of County Commissioner Dewey Weaver, hotel owner Nick Patel and staff director Harvey Campbell had previously been instructed by County Commissioner, and TDC chair, Ron Williams to meet and submit recommendations to the entire board about three issues dealing with the Tri-vision sign.

The recommendations presented were as follows:

- Staff proceed with awarding construction of the new Tri-vision sign to the apparent low bidder, Southeast Message Centers, at a cost of \$49,466.00. Staff is going to affirm with the county purchasing department that Southeast Message Centers will still honor the bid. Staff will also consult with the Clerk of Court staff and Columbia County Manager for approval of the purchase from TDC contingency funds. It was also noted the existing Tri-vision sign is not working and replacement parts are not available for repairs.
- Staff is to lease out two of the three faces on the Tri-vision sign at the current pricing of \$500 per face and retain a third face on the sign for purposes of marketing our area for events, attractions or the lodging industry.
- No single entity or group of properties will be allowed to lease more than one of the two available Tri-vision faces. Staff will attempt to obtain a release on one of the two faces currently being leased by Fairfield Inn & Suites. There is currently a two-year contract in place. If unsuccessful in obtaining a release on the remaining one-year on the lease, a renewal will not be offered at the end of the contract in April of 2011.

A motion was made by Mike Collins, second by Cecil Shaw, to approve the actions outlined above. The motion was unanimously approved. Chairman Williams thanked the sub-committee members for their work on this issue and the recommendations submitted to the TDC board.

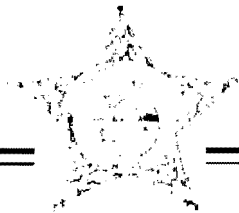
Columbia County Bid Tabulation

Bid No. 2009-AA

Date of Opening: 9/9/09

Bid Title: Tri-Vision Display Sign

Bidders	Southeast Message Centers	Quality Sign	Outdoor Adverting Services	Don Bell Signs	
Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Total Bid Price	\$49,466.00	\$ 71,668.00	\$ 50,750.00	\$ 56,832.00	



Sheriff Mark Hunter

2010
Columbia County
Collection
#2

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.com

BA # 09-25

June 21, 2010

Honorable Ron Williams, Chairman
Board of County Commissioners
P.O. Drawer 1529
Lake City, FL 32056

Dear Mr. Williams,

Attached you will find Budget Amendment # 9 for fiscal year 2009-2010 in the amount of \$33,429.00. As you know, the Florida Retirement System employer contribution rates for the 2010-2011 plan year are established by section 121.71, Florida Statutes. Effective July 1, 2010 the rates are increasing which will impact my budget for the period of 07-01-10 to 09-30-10. This budget amendment will fund that budget increase for the last quarter of the fiscal year. (Law Enforcement - \$18,296, Judicial Services -\$ 4,475 and Corrections \$10,658)

As approved by the Board, this will be placed in the appropriate personal services line items.

Your full consideration to this request will be greatly appreciated.

Sincerely,
Mark Hunter
Mark Hunter
Sheriff, Columbia County

By: *Kelly Crews*
Kelly Crews, Comptroller

cc: Dale Williams, County Coordinator
Accounting Department

COLUMBIA COUNTY
SHERIFF'S OFFICE

BUDGET ACCOUNT AMENDMENT
FY: 2009-2010 No. 9

DATE REQUESTED
06-21-10

TO: COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

I HEREBY REQUEST APPROVAL FOR A BUDGET
AMENDMENT OF \$ 33,429 AS SET FORTH BELOW:

NOTE: Cover the Increased Retirement
rates effective 07-01-10 to 09-30-10


SHERIFF, COLUMBIA COUNTY

BUDGET ACCOUNTS	ORIGINAL BUDGET OR LAST AMENDMENT	AMENDMENTS REQUESTED	BUDGET W/AMENDMENT REQUESTED
LAW ENFORCEMENT:			
PERSONAL SERVICES	\$5,010,174.00	\$18,296.00	\$5,028,470.00
OPERATING EXPENSES	\$1,277,100.00	\$0.00	\$1,277,100.00
CAPITAL OUTLAY	\$148,075.00	\$0.00	\$148,075.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$6,445,349.00	\$18,296.00	\$6,463,645.00
JUDICIAL:			
PERSONAL SERVICES	\$1,182,204.00	\$4,475.00	\$1,186,679.00
OPERATING EXPENSES	\$189,746.00	\$0.00	\$189,746.00
CAPITAL OUTLAY	\$16,300.00	\$0.00	\$16,300.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$1,398,250.00	\$4,475.00	\$1,402,725.00
CORRECTIONS:			
PERSONAL SERVICES	\$2,965,298.00	\$10,658.00	\$2,975,956.00
OPERATING EXPENSES	\$1,158,600.81	\$0.00	\$1,158,600.81
CAPITAL OUTLAY	\$30,000.00	\$0.00	\$30,000.00
CONTINGENCY	\$10,000.00	\$0.00	\$10,000.00
SUBTOTAL	\$4,163,898.81	\$10,658.00	\$4,174,556.81
TOTAL BUDGET:	\$12,007,497.81	\$33,429.00	\$12,040,926.81

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") made and entered into by and between the State of Florida Department of Transportation ("Department") and Columbia County Board of County Commissioners ("Agency").

WHEREAS, the term "Property" shall refer to certain real property located in Columbia County, Florida, owned by the Agency and described as Lake City Avenue from US 90/SR 10 to Amanda Street; and

WHEREAS, the term "Improvement" means and shall refer to the construction of the sidewalk on Lake City Avenue from US 90/SR 10 to Amanda Street; and

WHEREAS, the Department shall construct the Improvement; and

WHEREAS, the Department shall fund construction of the Improvement; and

WHEREAS, the Agency shall own, operate, improve, maintain and repair the Improvement.

WHEREAS, the Agency by Resolution _____ dated _____ authorizes its representative to enter into this Agreement, see attached Exhibit "A".

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

RECITALS AND EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

CONSTRUCTION

The Department shall construct the Improvement and perform such other activities as the Department deems necessary and appropriate to complete construction of the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way and any other activities to facilitate satisfactory completion of the Improvement. The Department shall notify the Agency in writing when construction of the Improvement is complete ("Notice of Completion").

OWNERSHIP, MAINTENANCE & REPAIR

From the date of the Department's Notice of Completion, the Agency shall own, control, operate, maintain, repair and improve the Improvement at its sole cost, expense and effort, in a good and workmanlike manner, with reasonable care, in accordance with all existing and future applicable federal, state, local, administrative, regulatory and environmental laws, rules, regulations, policies, procedures, guidelines, standards and permits, including, without limitation, those of the Department, the applicable Water Management District, the Florida Department of Environmental Protection, the Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and the applicable local governmental entity(s).

SOVERIGN IMMUNITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2009). The limits of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28 (5), Fla. Stat. (2009).

DUE DILIGENCE, WARRANTY OR FITNESS FOR PARTICULAR PURPOSE

Agency agrees that nothing in this Agreement, or the performance thereof, constitutes or complies with any due diligence requirements of the Department and that all due diligence requirements are the responsibility of the Agency. The Agency agrees that nothing in this Agreement constitutes or establishes representations or warranties of any kind, express or implied, by the Department, including its employees and agents, concerning the Property, including, without limitation, any physical condition, zoning, compliance with applicable laws, merchantability or fitness for any particular purpose.

EMINENT DOMAIN

Under no circumstances shall the performance, breach, expiration or termination of this Agreement, or the condemnation of any portion of the Property encompassing the Improvement, create any interest or right entitling the Agency to full and just compensation from the Department either through inverse condemnation, eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation and/or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from: (1) the performance, breach, expiration or termination of this Agreement; or (2) condemnation of any portion of the Property encompassing the Improvement. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking / sale or has been terminated prior thereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

VENUE AND JURISDICTION

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction selected by the Department, including, without limitation, Leon County. In the event that legal action is initiated by the Agency, the Agency shall consent to the transfer of venue to a county identified by the Department in an appropriately filed motion requesting the same.

JURY TRIAL

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Financial Project Id. No.: 427427-1-52-01
Project Description: Lake City Avenue from US 90/SR10 to Amanda Street
Off System Department Construct Agency Maintain

Department: Florida Department of Transportation
Attention: Lake City Maintenance Engineer
710 NW Lake Jeffery Road Suite 101
Mail Station 2103
Lake City, Florida 32055-2621

- and -

Florida Department of Transportation
Attention: Chief Counsel District 2
1109 South Marion Avenue, Mail Station 2009
Lake City, Florida 32025

Agency: Columbia County Board of County Commissioners
Attention: County Manager
Post Office Drawer 1529
Lake City, Florida 32056

Agency agrees that if it fails to notify Department by certified mail of any changes to its notification address, Agency shall have waived any defense based on Department's failure to notify Agency.

ASSIGNMENT

Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department. The Department has the sole discretion to approve or disapprove proposed assignments, with or without cause.

THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (1) that each understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of the parties; (2) each provision of this Agreement has been negotiated fairly at arm's length; (3) each fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (4) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate this Agreement, time being of the essence.

SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

WAIVER

The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

INTERPRETATION

No provision in this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision.

SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid and unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the Department, in its sole discretion, determines the principle purposes of this Agreement remain enforceable.

COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or deficiency or material breach from which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.1365(6)(a), Fla. Stat., the Department's obligation to construct the Improvement is contingent upon the annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Fla. Stat., are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of five (5) pages.

{Signatures on Following Page}

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION**

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

**COLUMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS, A FLORIDA
GOVERNMENTAL AUTHORITY**

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

COLUMBIA COUNTY RESOLUTION NUMBER 2010R-20

Financial Project ID: 427427-1-52-01

WHEREAS, the State of Florida Department of Transportation (Department) is prepared to undertake a project which is known as the sidewalk on Lake City Avenue from US 90/SR 10 to Amanda Street, Financial Project I.D. 427427-1-52-01, which will be of benefit to Columbia County, Florida.

WHEREAS, the Department will undertake the project and obtain federal approval for participation, which may include but not be limited to, design, right-of-way construction and other activities to facilitate satisfactory completion of the subject project.

NOW, THEREFORE, BE IT RESOLVED that the Columbia County Board of County Commissioners, upon completion of the sidewalk project stated above, by the Florida Department of Transportation, agrees to assume responsibility for the maintenance of said sidewalk project.

PASSED AND ADOPTED this 1st day of July 2010.

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Ronald W. Williams, Chairman

ATTEST:

BY: _____
P. DeWitt Cason, Clerk of Court

(SEAL)

#4

**Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (Grantee) Columbia County Board of County Commissioners
(Name of library governing body)

Governing body for Columbia County Public Library
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, 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).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General
Florida Department of State
Clifton Building, Suite 320
2661 Executive Center Circle
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

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

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The 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. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

- n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE

THE DIVISION

 Chair of Governing Body or
 Chief Executive Officer

 Florida Department of State
 Division of Library and Information Services

 Typed Name

 Typed Name

 Date

 Division Witness

 Clerk or Chief Financial Officer

 Typed Name and Title of Official

 Date

 Date

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

Experience. *Quality*. Commitment.



#5

June 16, 2010

Dale Williams
Columbia County Board of County Commissioners
PO Box 1529
Lake City, FL 32056

Re: Cannon Creek , Stormwater Project

Dear Dale,

Please be advised that Bailey Bishop & Lane, Inc. (BB&L) has changed its name to North Florida Professional Services, Inc. (NFPS). The ownership and highly qualified staff remains the same.

It should be noted that NFPS is fully licensed by the State of Florida to provide the services outlined in the contract for the above referenced project and has in force all of the required insurance coverage.

Should you have any questions concerning this matter, do not hesitate to contact us.

Sincerely,

Greg Bailey, PE
President

7/1/10
Agenda

#6

Columbia County

Tourist Development Council


Post Office Box 1847 ♦ 263 NW Lake City Avenue

Lake City, Florida 32056-1847

Telephone: 386-758-1312 ♦ Fax: 386-758-1311 ♦ Toll Free: 1-877-745-4778

June 21, 2010

MEMORANDUM

To: Mr. Dale Williams, Columbia County Manager
From:  Harvey Campbell, Tourist Development Council
Subject: Upgrade of Information Specialist III position

Following up on discussions I have had with you and Michele Crummitt in Human Resources, I would like to request upgrade of the current part-time Information Specialist III position to full-time status with benefits, effective with the pay period beginning on Wednesday, July 28, 2010.

We currently have a part-time employee in that position who came to work for the Tourist Development Council office in December 2009. The position currently pays \$7.50 per hour and we would propose to increase the pay to \$8.50 with the upgrade of the position. Including retirement and FICA (health insurance would not be an eligible benefit for three months) the cost of upgrading the position would be approximately \$3,100 for the remainder of the 2009-10 fiscal year.

We would propose to include annualized funding for the full-time position as the 2010-11 fiscal year budget is considered for approval.

After having successfully fulfilled the six-month probationary period for the position, we continue to place more responsibilities on the Information Specialist III position. I believe the workload of our office clearly warrants making the position full-time. In addition, I'll be on sick-leave for a period of three-to-four months starting in August. It will make having this position available on a full-time basis even more important during my absence.

I have prepared an Internal Account Budget Amendment (# 0905) to move funding within our budget to cover the \$3,100 additional expense for the current fiscal year. We would propose to fund the position during the 2010-11 fiscal year from the proceeds of the one-cent increase in the Local Option Tourist Development Tax. We just received our first state voucher for April which includes the increase. Collections for April of 2009 were approximately \$30,000. Collections for April of 2010 were just over \$52,000 which reflects both an increase of collections of \$4,000, compared to the number for last year, and an additional \$17,000 in collections because of the increase in the tax.

The bulk of the increased revenues from the one-cent new levy on the bed tax will be utilized for enhanced marketing efforts for Columbia County and the Suwannee River Valley.

Thanks in advance to you and the Board of County Commissioners for consideration of this request.

Xc: Michele Crummitt, Human Resources
Correspondence & budget file

#1

AT&T JOB#: 03E61117N - PLEASE RUSH (FOR SERVICE ORDER)

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
UTILITY PERMIT

REVISION

Date June 9, 2010 Permit No. _____ County Road SW English St Section No. _____

Permittee AT&T SE Florida
Address 400 SW 2nd Avenue, Gainesville, FL 32601 Telephone Number (352) 371-5272

Requesting permission from the Columbia County Board of County Commissioners, hereinafter called the County, to contract, operate and maintain: A Buried Service Wire to serve 1178 SW English St

Placed at a min. of 30" cover on the county R/W and a min of 12" cover on the private property.

FROM: North R/W TO: South R/W

Submitted for the Utility Owner by: Linda Lewis, Assistant Engineer [Signature] 6/09/2010
Typed Name & Title Signature Date

1. Permittee declares that prior to filing this application it has determined the location of all existing utilities, both aerial and underground and the accurate locations are shown on the plans attached hereto and made a part of this application. Proposed work is within the corporate limits of Municipality: YES () NO (X). If YES: LAKECITY () FORT WHITE (). A letter of notification was mailed on N/A to the following utility owners: _____

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

3. This PERMITTEE shall commence actual construction in good faith within 10 days after issuance of permit, and shall be completed within 30 days after permitted work has begun. If the beginning date is more than 60 days from date of permit approval, then PERMITTEE must review the permit with the Columbia County Public Works Director to make sure no changes have occurred in the transportation facility that would affect the permitted construction.

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

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

6. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said transportation facility

Utilities Permit
Revised: 08-28-00

*Notification to Ken Sweet, (386)623-6414 must be made prior to starting work.

as determined by the Columbia County Public Works Director and/or County Engineer, any or all utilities and appurtenances authorized hereunder, shall be immediately removed from said transportation facility or reset or relocated thereon as required by the Columbia County Public Works Director and/or County Engineer and at the expense of the PERMITTEE.

7. In case of non-compliance with the County's requirements in effect as of the approval date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the right of way at no cost to the County.

8. It is understood and agreed that the rights and privileged herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the Columbia County Board of County Commissioners from any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said PERMITTEE of the aforesaid right and privileges.

9. During construction, all safety regulations of the County shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on the Uniform Traffic Control Devices, as amended for highways.

10. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this permit acknowledges its present and continuing ownership of its utilities located between US-441 and I-75 within the County's right of way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever Columbia County Public Works Director and/or County Engineer determines said removal is in the public interest.

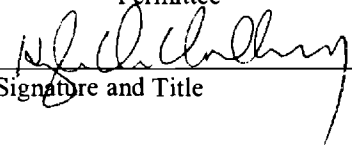
11. Special instruction: Minimum cover of thirty inches (30") will be required at all locations. Columbia County will not be financially responsible for any damage to facilities with less than thirty inch (30") cover. Cables shall not be located within driveway ditches.

12. Additional Stipulations: _____

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

Submitted By: AT&T SE Florida
Permittee

Place Corporate Seal
Attested

 Mgr OPS Planning & Design
Signature and Title

Utilities Permit
Revised: 8/28/00

Recommended for Approval:

Signature: 

Title : DIRECTOR OF PUBLIC WORKS

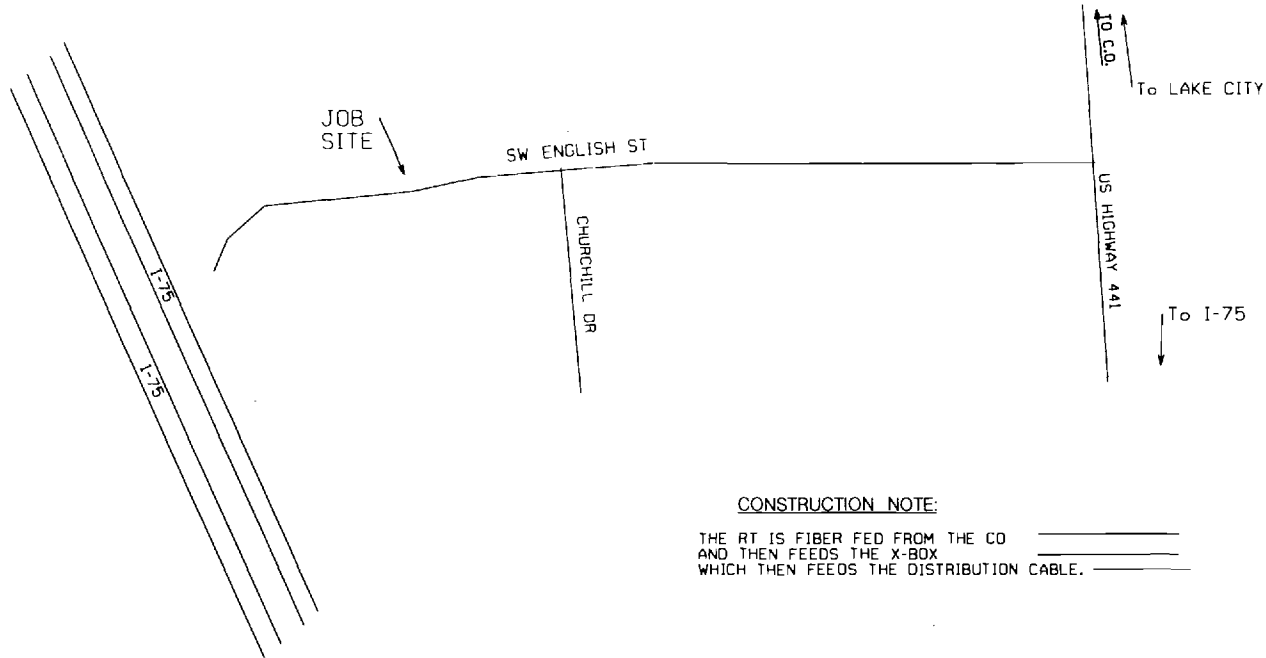
Date : 06-15-00

Approved by Columbia County Board of County Commissioners:

YES () NO ()

Date Approved: _____

Chairman's Signature: _____

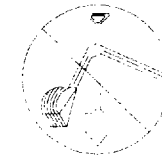


CONSTRUCTION NOTE:

THE RT IS FIBER FED FROM THE CO _____
 AND THEN FEEDS THE X-BOX _____
 WHICH THEN FEEDS THE DISTRIBUTION CABLE. _____

LOCATION MAP

BEFORE
Placing Cable
or Digging, Call
1-800-432-4770



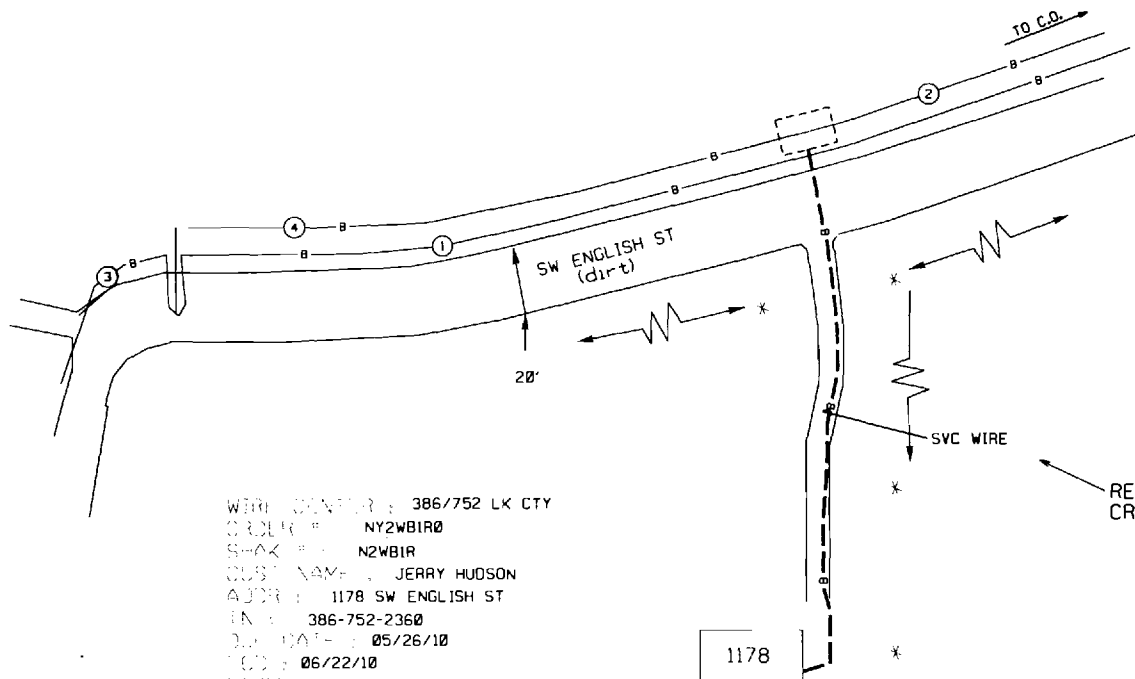
ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF Columbia County	
SW ENGLISH ST	
Exchange:	386/752
Installer:	TOM MURPHY
Phone:	352-335-3061
Accession:	03E6III7N
Page:	1 of 2

① EXISTING BURIED CABLE

② EXISTING BURIED CABLE

③ EXISTING BURIED CABLE

④ EXISTING BURIED CABLE



WIRE CENTER : 386/752 LK CTY
 CIRCLE # NY2WB1R0
 SHAK # N2WB1R
 CUST NAME : JERRY HUDSON
 ADDR : 1178 SW ENGLISH ST
 EN : 386-752-2360
 DATE : 05/26/10
 TO : 06/22/10
 FROM :
 TO :
 FROM : 3129X
 TO : 445
 FROM : F 1178 SW ENGLISH ST
 TO : TOM MURPHY
 FROM : 352-335-3061

1178

Caution
 OTHER UTILITIES PRESENT
 .X. POWER
 CATV
 SEWER
 WATER
 GAS
 CLEC
 OTHER

REQUEST RICK STONER'S CREW TO PLACE BSW-2

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF Columbo County	
SW ENGLISH ST	
Exchange:	386/752
Designer:	TOM MURPHY
Phone:	352-335-3061
Author/Date:	03E6117N
Drawn:	2 of 2

#8

COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of
June 17, 2010

The Board of County Commissioners met in a regularly scheduled meeting at the School Board Administration Office. The meeting opened at 7:00 p.m. with prayer. The Pledge of Allegiance to the Flag of the United States of America followed.

Commissioners in Attendance:

Ronald Williams (Chairman)
Jody Dupree
Dewey Weaver
Scarlet Frisina
Stephen Bailey

Others in Attendance:

Manager Dale Williams
Attorney Marlin Feagle
Deputy Clerk Sandy Markham
Asst. County Manager Lisa Roberts

Additions to Proposed Agenda

- (1) Letter from Columbia Correctional Institution regarding work squads
- (2) Discuss resolution regarding fox hunting

MOTION by Commissioner Bailey to adopt the amended agenda. Second by Commissioner Weaver. The motion carried unanimously.

Public Comment

Citizen Stewart Lilker referred to the proposed new jobs. He read an e-mail from an unidentified person whose opinion was that a **Senior Staff Assistant** would need to have a background with special training, and that the IDA staff is paid approximately \$200,000 in benefits and has the responsibility to market the utility, not a Senior Staff Assistant.

Mr. Lilker read an old Florida Supreme Court opinion stressing the importance of **public input** in the decision making process. He said when the topic of the **newly proposed positions** are taken up by the Board that he would like to participate in the discussions since it is approximately \$250,000 worth of positions and there are no statistical analysis or spreadsheets to be considered by anyone. A copy of the opinion has been placed with the original minutes.

Building & Zoning

Zoning Amendments:

Z-0519 – Carl W. Bullard Sr. Revocable Trust – District 1. The requested change is from *Commercial Intensive* to *Commercial General* on 0.38 acre. The Planning and Zoning Board recommended approval. The public hearing opened and closed without opposition.

MOTION by Commissioner Weaver to approve. Second by Commissioner Bailey. The motion carried unanimously.

Z-0520 – Board of County Commissioners - District 1. The requested change is from *Environmentally Sensitive Area* to *Conservation* on 40 acres. The Planning and Zoning Board recommended approval. The public hearing opened.

Citizen Stewart Lilker said the citizens are not provided with a sufficient amount of information to take a position. He said that anyone wishing to appeal the decision of the Board could not, because there is no record of information provided. For that reason, he said that he was not able to speak in favor or in opposition.

Citizen Daniel Houston said the citizens have a right to have all relevant information provided to them when making these changes. He asked how the public could simply trust the Board regarding this matter, when they can't be trusted to handle something as important as a public safety issue such as Fort White's poor water quality.

The Chair read the legal description of the 40 acre parcel. He explained the land is in a flood zone and was purchased through a mitigation project.

MOTION by Commissioner Weaver to approve. Second by Commissioner Dupree. The motion carried unanimously.

Subdivisions – Final Plat

SD-0517 – Commanders Row, Unit 2 – District 5. The property is located on the NE corner of SW Sisters Welcome Road. There are six lots ranging in size from .5 to a 1.0 acre.

MOTION by Commissioner Frisina to approve, subject to the required minimum floor elevations being placed on the plat as is required by SRWMD. Second by Commissioner Bailey. The motion carried unanimously.

Fire Rescue Merger Update

Fire Chief Atkinson gave a presentation providing an update of the merger. The complete presentation is attached. The plan for merging the Fire Department and EMS is nearly 50% complete. The Commissioners expressed concern that the county is no further along than it is with the plan. There was an in depth discussion as to what needs to happen to bring the plan to fruition.

Consent Agenda

MOTION by Commissioner Frisina to approve. Second by Commissioner Bailey.

There was a call from the public to clarify item #13. County Manager Williams assisted.

The motion carried unanimously.

Fairfield Inn & Suites

A request has been made by Sales Director Calley Dekle on behalf of Fairfield Inn & Suites to erect **signage** on the right-of-way of **Gateway Blvd.** and Hwy.90. The County

Manager said after reviewing a map, he realized that all of Gateway Blvd. is in the city limits, as well as **Corporate Drive** leading into Fairfield Inn & Suites. The County Manager explained that the road's ownership did not transfer when the city annexed the adjoining property. The County Manager said the appropriate action of the Board would be to ask the city to accept ownership and maintenance of both roads.

MOTION by Commissioner Dupree to accept staff recommendation. Second by Commissioner Weaver. The motion carried unanimously.

BRIDGE – CR 241

The Board was previously provided with inspection reports concerning the bridge. Four recommendations were made by the structural engineer to repair or replace the bridge that crosses Olustee Creek. The least costly is a repair to the pilings and bents at \$40,000. A total replacement of the bridge would cost \$4,500,000. The County Engineer and the Public Works Director are recommending the Board accept the option to repair the bridge at \$40,000. The Board acknowledged this is only a temporary fix for the bridge.

Columbia County has been assigned complete responsibility for every bridge that is on a county road system and adjoins another county. The Board has been working with the legislative delegation, as well as the Department of Transportation in Tallahassee for several years to reach a solution on the bridge issue. The Commission agreed that Columbia County cannot bear the cost of so many bridges and relief must be provided.

Staff was directed to make Union County and Columbia County Legislative Delegation aware of the expense.

MOTION by Commissioner Bailey to approve the repair at \$40,000. Second by Commissioner Frisina. The motion carried unanimously.

Bid Preference Policy

The County Manager gave a history relating to the Bid Preference Policy. The Board considered amendments to the current policy and had an opportunity to offer additional amendments.

Commissioner Weaver asked if the proposed plan provides 5% up to \$1,000,000 and if it requires the low bid be met. The County Manager replied that the plan does not require that the low bid be met in its current form. Commissioner Weaver said he would not support the amendment unless the policy requires the local vendor to meet the low bid.

MOTION by Commissioner Weaver to deny the amended policy based on current wording. Second by Commissioner Bailey.

Many times bids are based on lump sum amounts, but there are times when it's priced out in units. Commissioner Bailey will not support the amendment until it has been made clear how the bid that is quoted using units will be addressed using this policy. Commissioner Dupree said he has no problem with Commissioner Weaver's position.

Commissioner Williams suggested the answer to Commissioner Bailey's concerns would be to use lump sum bids only.

Commissioner Dupree gave clarification on the bidding process.

The motion carried unanimously.

MOTION by Commission Weaver to amend the proposed policy to include verbiage that local preference will require that the low bid be matched. Second by Commissioner Frisina.

The County Manager said that Commissioner Bailey's concerns would be addressed through a formula that will be added to the policy. The final draft will be added to a future agenda.

The motion carried unanimously.

Request for New Positions

The County Manager reviewed with the Board proposed new positions. He said that he would not recommend any of these positions if it required an increase in the millage, taxes or fees. The intent is if the Board feels these positions are needed, that the positions be revenue neutral. There was discussion on each position. The following action was taken:

MOTION by Commissioner Dupree to proceed with hiring SENIOR STAFF ASSISTANT. Second by Commissioner Weaver.

Commissioner Bailey said that until he sees documentation regarding the budgetary impact, he would not support the motion.

The motion carried 4-1 with Commissioner Bailey voting in opposition.

MOTION to approve staff recommendation to hire a PROJECT SUPERINTENDENT and that the position be a salaried position. Second by Commissioner Weaver.

The motion carried 4-1 with Commissioner Bailey voting in opposition. He explained having just received this proposal earlier in the day and not having time to consider or research the proposal, he was not prepared to vote on the motion.

The County Manager discussed with the Board the position of COMPLIANCE OFFICER. He explained that he has not yet determined a way to make this position revenue neutral. He said that he will be meeting with the Clerk and exploring ideas. He asked the Board to begin thinking about this position.

MOTION to accept staff recommendation by Commissioner Frisina to hire Mr. Brown as a salaried RADIO TECHNICIAN, and to hire Ms. Sandra Waschek, as the 911 DIRECTOR and give her a residency waiver. Second by Commissioner Bailey. The motion carried unanimously.

Inmate Work Squads

Warden Davis at Columbia Correctional Institute has advised due to state budget cuts, effective July 01, 2010, the county will lose two inmate work squads. The Board discussed the agreement in place providing for inmate labor in exchange for the county's land purchase.

MOTION by Commissioner Dupree to contact the Secretary of Department of Corrections and Representative Boyd making them aware of the contract, and to have the County Attorney write a letter and provide a copy of the agreement to the state. Second by Commissioner Bailey. The motion carried unanimously.

Fox Pen Ordinance

The Board considered a resolution regarding fox pens. The County Manager read a resolution from Gilchrist County expressing support for legally operated fox pens.

MOTION by Commissioner Weaver to adopt a resolution supporting legally operated fox pens. Second by Commissioner Bailey. The motion carried unanimously.

Other

Commissioner Weaver wished his wife a Happy Anniversary.

Citizen Joyce Collins asked Chief Atkinson if he currently has EKG leads on all emergency vehicles. He will get her an answer.

Adjournment

There being no further business to come before the Board, the meeting adjourned at 9:00 p.m.

ATTEST:

P. DeWitt Cason
Clerk of Circuit Court

Ronald Williams, Chairman
Board of County Commissioners