

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

CONSENT AGENDA

SEPTEMBER 16, 2010

- (1) Authorization to Travel – Commissioner Ronald Williams and Dale Williams, County Manager – Washington, D.C. – September 21, 2010 thru September 23, 2010 – Meeting with Congressional Delegation regarding Economic Development Transportation Funding**
- (2) Public Works Department – Hiring Freeze Waiver Due to Current Employee Filling Position Retiring– Equipment Operator III – In-house Posting Initially – If No Suitable Candidates, Advertise Externally**
- (3) Public Library – New Year’s Holiday Closing – Friday, December 31, 2010 – Saturday, January 1, 2011 - Sunday, January 2, 2011**
- (4) Public Library – Christmas Holiday Closing – Thursday, December 23, 2010 - Friday, December 24, 2010 – Saturday, December 25, 2010 – Sunday, December 26, 2010**
- (5) Florida Department of Transportation – Reimbursement Agreement - Small County Outreach Program – Widening and Resurfacing of S.E. Academic Avenue from SR 100 to US 90 - \$936,608.00 – Resolution Number 2010R-40**
- (6) United States Department of Agriculture – Cooperative Service Agreement - Animal and Plant Health Inspection Services – Wildlife Services - \$66,000.00**

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

MEMORANDUM

TO: Dale Williams, County Manager
FROM: Kevin Kirby, Public Works Director *KK*
DATE: September 3, 2010
SUBJECT: EOIII Position

Mike Little is scheduled to retire on September 28, 2010. We will need to replace him. Therefore, I am requesting that the position of EOIII be posted in-house immediately. If no suitable candidates are found from the in-house recruitment, then I request that the position be advertised externally.

Thank you for your continued support of this department.

9/16/10
Agenda

**Columbia County
Public Library**

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Memo

To: Dale Williams
From: Debbie Paulson *DP*
Date: August 31, 2010
Re: Library New Year's Closings

I would like to request that the Library close at the following times for the New Year's holiday in addition to the County holiday on Friday, December 31st:

Saturday, January 1st	Close
Sunday, January 2nd	Close

New Year's Day is on Saturday and only Main would be affected on Sunday as it is open for just four hours on Sundays.

As with previous closings, the affected employees who would otherwise be scheduled to work those days will have the option of using annual leave or working those hours within that pay week. Full-time staff who work on weekends take time off during the week so that they do not exceed 40 hours per week. We should be able to fit them back into the weekday schedule they usually follow when they don't work a weekend.

I will see that the public is informed of these closings in a timely manner.

Thank you very much.

7-16-10
Opus

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Memo

To: Dale Williams
From: Debbie Paulson *DP*
Date: August 30, 2010
Re: Library Holiday Closings

I would like to request that the Library close at the following times at Christmas in addition to the County holidays on Thursday/Friday, Dec. 23-24:

Saturday, December 25 th :	Close
Sunday, December 26 th :	Close

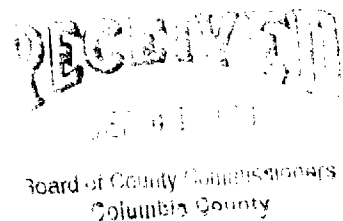
Christmas Day is on Saturday and only Main would be affected on Sunday as it is open for just four hours on Sundays.

As with previous closings, the affected employees who would otherwise be scheduled to work those days will have the option of using annual leave or working those hours within that pay week. Full-time staff who work on weekends take time off during the week so that they do not exceed 40 hours per week. We should be able to fit them back into the weekday schedule they usually follow when they don't work a weekend.

I will see that the public is informed of these closings in a timely manner.

Thank you very much.

LISA



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

STEPHANIE C. KOPELOUSOS
SECRETARY

August 27, 2010

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The Honorable Ronald W. Williams, Chairman
Columbia County Board of County Commissioners
P.O. Drawer 1529
135 N. East Hernando Avenue
Lake City, Florida 32056

**Subject: Small County Outreach Program
REIMBURSEMENT AGREEMENT
Widening and resurfacing of SE Academic Avenue
from SR 100 to US 90
Financial Project ID: 426040-1-58-01**

Dear Chairman Williams:

Enclosed for execution are three (3) copies of the Small County Outreach Program Agreement to widen and resurface SE Academic Avenue from SR 100 to US 90 in Columbia County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Columbia County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Please remember that Columbia County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$936,608.00). Also, please provide a copy of the design plans for our files.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

A handwritten signature in cursive script that reads "Katrina Sadler".

Katrina Sadler
Planning Programs Administrator

KS:ke
Enclosures

cc: Mr. Dale Williams, County Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and the Columbia County Board of County Commissioners, hereinafter referred to as the "COUNTY".

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created by Section 339.2818, Florida Statutes, to provide funds to counties to assist small governments in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 426040-1-58-01 for widening and resurfacing of SE Academic Avenue from SR 100 to US 90 in Columbia County, Florida, hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

ATTACHMENTS: Exhibit(s) A,B, 1 & Attachment A are attached and made a part hereof.

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: widening and resurfacing of SE Academic Avenue from SR 100 to US 90 in Columbia County, Florida and as further described in Exhibit A, attached hereto and made a part hereof.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to

advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specification for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:

TO COUNTY:

<p>Ms. Katrina Sadler, Planning Programs Administrator District Two PLEMO - Planning Dept. 1109 South Marion Avenue Lake City, Florida 32025</p>	<p>The Honorable Ronald W. Williams, Chairman Columbia County Board of County Commissioners P.O. Drawer 1529 135 N. East Hernando Avenue Lake City, Florida 32056</p>
<p>Ms. Kim Evans, District JPA/LAP Coordinator District Two PLEMO - Planning Dept. 1109 South Marion Avenue Lake City, Florida 32025</p>	<p>Dale Williams, County Manager Columbia County Manager's Office P.O. Drawer 1529 Lake City, Florida 32056</p>

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed on or before **February 1, 2011.**
- b) Construction contract to be let on or before **May 1, 2011.**
- c) Construction to be completed on or before **June 30, 2012.**

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT [design, construction and construction engineering inspection services (CEI)] in the amount of Nine hundred, thirty six thousand, six hundred and eight dollars and no/100 (**\$936,608.00**). The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation as outlined in Exhibit B, Schedule of Funding and Attachment A, Standard Financial Provisions.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

 X monthly, or
 once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:
 Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.

- In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit _____.
- Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit A.
- The County has requested a waiver and waiver has been granted.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit A, attached and made a part of this Agreement.

E. The COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized by this Agreement shall be submitted and paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project. Invoices submitted after the 180-day time period will not be paid.

H. The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

J. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

K. 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 one 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.

L. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

M. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INSURANCE

A. **LIABILITY INSURANCE:** The COUNTY shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specification for Road and Bridge Construction (2000), as amended.

B. **WORKER'S COMPENSATION:** The COUNTY shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that a recipient expends \$500,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General.

If a recipient expends less than \$500,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General is not required. If a recipient expends less than \$500,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be submitted to the awarding DEPARTMENT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate DEPARTMENT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Office of the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.550, Rules of the Auditor General shall be sent to:

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

The Department of each of the following addresses:

Department of Transportation
District PLEMO Office – MS 2014
Attn: Kim Evans, District JPA/LAP Coordinator
1109 South Marion Avenue
Lake City, Florida 32052

6. TERMINATION AND DEFAULT

A. This Agreement may be terminated by either party upon default by the other party. Further, this Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either

voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within 30 days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

7. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

Financial Project No.426040-1-58-01
Catalog of State Financial Assistance No.: 55009

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, _____.

COLUMBIA COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT TWO

Legal Review:

GENERAL COUNSEL
DISTRICT TWO

Availability of Funds
Approval:

(Date)

Financial Project No.: 426040-1-58-01
Catalog of State Financial Assistance No.: 55009

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Columbia County Board of County Commissioners dated_____.

PROJECT LOCATION:

The project is referred to as the widening and resurfacing of SE Academic Avenue from SR 100 to US 90 in Columbia County, Florida.

PROJECT DESCRIPTION:

The project consists of widening and resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection; and
- Contingency - 10% for unforeseen work.

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$936,608.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Honorable Ronald W. Williams, Chairman Post Office Drawer 1529 135 N. East Hemando Avenue Lake City, Florida 32056	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP)	Financial Project ID: 426040-1-58-01
	SCHEDULE OF FUNDING EXHIBIT "B"	Contract Number:

PROJECT DESCRIPTION

Name: SE Academic Avenue Length N/A

Termini: from SR 100 to US 90

Description of Work: widening and resurfacing

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Construction <u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Construction Costs	_____ \$ 936,608.00 _____ _____ _____	_____ _____ _____ _____ _____	_____ \$ 936,608.00 _____ _____ _____
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
Total Cost of Project	_____ \$ 936,608.00	_____ _____	_____ \$ 936,608.00

The Small County Outreach Program statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. Columbia County has requested a REDI waiver and the waiver has been granted. Therefore, In-kind services equivalent to 25% of the project is allowable under the waiver.

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT 1

STATE AGENCY: FDOT

CSFA #: 55009

TITLE: GRSC

AMOUNT: \$936,608.00

COMPLIANCE REQUIREMENTS:

CSFA Fiscal Year 2009-2010

CSFA Number: 55.023

State Project Title: State Highway Project Reimbursement

Agency: Department of Transportation

Program Objectives: To reimburse counties or municipalities for expenditures made on projects on the State Highway System.

Program Procedures: The Department enters into an agreement with the county or municipality identifying the project scope of services, eligible project costs and the project schedule.

Compliance Requirement:

Activities Allowed: Project costs must be incurred subsequent to agreement execution (contract provision). Project scope of services identifies the types of work that are eligible for reimbursement (contract provision).

Allowable Costs: Identified in the contract document up to a lump sum or maximum limiting amount.

Cash Management: Not applicable.

Eligibility: Project must be on the State Highway System.

Equipment / Real Property Management: Not applicable.

Matching: Not applicable.

Period of Availability: State Fiscal Year: July 1 to June 30. The contract must be executed during the fiscal year for which state funds are programmed. Once committed, the funds certify forward across fiscal years for the life of the contract.

Reporting: Project costs are reviewed and approved upon receipt of an invoice from the county of municipality.

Subrecipient Monitoring: The county or municipality is responsible for monitoring to work of subrecipients. Subrecipient invoices are reviewed, verified and paid by the county of municipality. County or municipality invoices are then reviewed and approved for payment by FDOT. Subrecipients do not invoice FDOT directly.

Special Tests Provisions: Not applicable.

Attachment A
Standard Financial Provisions

1. The Department agrees to pay the Columbia County Board of County Commissioners for the herein described services at compensation as detailed in this Agreement.
2. The Participant shall furnish the services with which to construct the PROJECT. Said PROJECT consists of widening and resurfacing of SE Academic Avenue from SR 100 to US 90 in Columbia County, Florida.
3. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, or by the Department of Financial Services under **Section 215.422(14), F.S.**
4. The Participant shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of allowable cost associated with widening and resurfacing.
5. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section 4 above, and must be received and accepted in writing by the Contract Manager prior to payments.
6. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's **Travel Form No. 300-000-01** and will be paid in accordance with **Section 112.061, F.S.**
7. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
8. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.
10. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
11. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of **Section 339.135(6)(a), F.S.**, are hereby incorporated:

"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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."

12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

**COLUMBIA COUNTY, FLORIDA
RESOLUTION NO. 2010R-40**

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA
APPROVING STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION, REIMBURSEMENT AGREEMENT
WITH COLUMBIA COUNTY, FLORIDA TO WIDEN AND
RESURFACE S.E. ACADEMIC AVENUE FROM SR 100 TO US 90
IN COLUMBIA COUNTY, FLORIDA.**

WHEREAS, Columbia County has the authority to enter into a Reimbursement Agreement with the State of Florida, Department of Transportation, (“Department”); and

WHEREAS, Columbia County believes it is in the best interest to facilitate widening and resurfacing of S.E. Academic Avenue from SR 100 to US 90 in Columbia County, Florida, and to enter into a Reimbursement Agreement for Financial Project ID No. 426040-1-58-01.

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

Section 1. Columbia County, Florida by and through its Board of County Commissioners, approves the State of Florida, Department of Transportation, Reimbursement Agreement as to Financial Project ID No. 426040-1-58-01, a copy of which is attached hereto and made a part hereof.

Section 2. The Chairman of the Board of County Commissioners, together with any other appropriate County officials, are authorized to execute the agreement on behalf of Columbia County, Florida.

UNANIMOUSLY PASSED AND ADOPTED by the Board of County Commissioners of Columbia County, Florida, at its regular session on September 16, 2010.

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

By: _____
Ronald W. Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Court

(SEAL)



United States
Department of
Agriculture

Animal and
Plant Health
Inspection Service

Wildlife Services

P.O. Box 579
Bristol FL, 32321
(850) 643-1310 PHONE
(850) 643-2284 FAX

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September 2, 2010

To: Lisa Roberts, Assistant County Manager

Subject: USDA Wildlife Services FY 11 Agreement

Dear Lisa,

I have enclosed a copy of the Columbia County/Wildlife Services agreement for FY 2011. Please take a look and let me know if any changes are needed. If not, please sign and return to our state office at:

USDA WS
2820 E University Ave.
Gainesville FL 32641.

Sincerely,

John Dunlap
North Florida District Supervisor- Wildlife Biologist

APHIS-Protecting American Agriculture



COOPERATIVE SERVICE AGREEMENT
between
COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a County/ Federal beaver and coyote damage control program to provide the necessary technical and operational assistance in identifying and controlling beaver and coyote damage in Columbia County.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and CCBCC mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

CCBCC: Ron Williams
Columbia County Board of County Commissioners
P.O. box 1529
Lake City, FL 32056-1529

WS: Ed Hartin
USDA, APHIS, WS
2820 E. University Ave.
Gainesville, FL 32641

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Ron Williams or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Ron Williams, and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

CCBCC agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with beaver and coyote. These activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by CCBCC. CCBCC will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS-WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). CCBCC will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the CCBCC authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. APHIS-WS shall be responsible for administration and supervision of the program.
5. All equipment purchased for the program is and will remain the property of APHIS-WS.
6. To coordinate with APHIS-WS before responding to all media requests.
7. To obtain the appropriate permits for removal activities for beaver and coyotes and list USDA, APHIS, Wildlife Services as subpermittees.

ARTICLE 5

APHIS-WS Agrees:

1. To conduct activities at CCBCC as described in the Work and Financial Plans.
2. Designate to CCBCC the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill CCBCC for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and CCBCC shall have the right to inspect and audit such records.
4. To coordinate with CCBCC before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

CCBCC certifies that APHIS WS has advised the CCBCC that there may be private sector service providers available to provide wildlife management services that the CCBCC is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

CCBCC Taxpayer Identification Number (TIN) _____

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

BY: (Signature) _____ Date _____
(Print Name) _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

BY: _____ Date _____
Ed Hartin, State Director
USDA, APHIS, WS
2820 E. Universtiy Ave.
Gainesville, FL 32641

BY: _____ Date _____
Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

**ATTACHMENT A
WORK PLAN
for the
COOPERATIVE SERVICE AGREEMENT
between
COLUMBIA COUNTY, BOARD OF COUNTY COMMISSIONERS (CCBCC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Background

Prior to 1900, beaver (*Castor canadensis*) were found throughout the panhandle and south to Seminole county. These animals served as a valuable source of income and food for the early settlers. Eventually, heavy trapping and hunting, combined with the clearing of woodlands for farming, led to the near extinction of beaver in Florida by the 1900's. Over the past 40 years, beaver have made a dramatic comeback in Florida recolonizing most of their historic range. This comeback can be attributed to the drastic decline in beaver pelt prices and the accompanying decrease in trapping. With this rapid expansion of beaver populations came an increase in damage. Flooding from water impounded by beaver dams, girdling of timber, tunneling into pond levees, blocking drainage outlets and inundating access roads are the primary types of beaver damage in Florida. Preferably, beaver damage would be controlled through sport and

commercial trapping be licensed trappers at no cost to the state. In an attempt to use that source of manpower, the Florida Game and Fresh Water Fish Commission (FG&FWFC) referred inquiring landowners to available and willing trappers. This has been unsuccessful due to the low economic incentives for beaver trapping. Some states have tried using the bounty system to control beaver problems without success. The average \$5 bounty was not economically enticing to trappers and an increase in the bounty would create the potential for fraud.

Basis for program

Beaver

Beaver damage in 30 Florida counties was investigated by the FG&FWFC using a telephone survey of road departments (county and state), foresters, timber companies, and public land managers. All seven Department of Transportation (DOT) maintenance offices in Northern Florida reported beaver problems associated with state highways in their area. Beaver problems with county maintained roads were reported in 26 of the 30 counties. The foresters contacted, indicated there were forestry related beaver problems in 16 of the 29 counties. Several large public land managed areas and 10 of the 13 timber companies were experiencing beaver problems. It is evident from the study that beaver have become a problem primarily in the panhandle and northern counties in Florida. Most problems are the flooding of roads and timber. The U.S. Department of Agriculture is directed by law to protect American agriculture and other resources from damage associated with wildlife. The primary authority for the Wildlife Services program is the Animal Damage Control Act of March 2, 1931, as amended (46 Stat. 1468: 7 U.S.C.426-426b and 426c). Wildlife activities are conducted in cooperation with other federal, state and local agencies, and private organizations and entities.

USDA, Wildlife Services currently has beaver management programs in six states in the southeast. These programs are based upon cooperative funding between county and state governments, private, and public landowners.

Coyote

In Columbia County each year the county extension agent receives numerous calls involving coyote predation on livestock. USDA Wildlife Services has a long history of assisting ranchers and landowners with coyote predation on livestock.

Historically, coyotes were most common on the Great Plains of North America. They have since extended their range from Central America to the Arctic, including all of the United States (except Hawaii), Canada, and Mexico. Coyote predation on livestock is generally more severe during early spring and summer than in winter for two reasons. First, sheep and cows are usually under more intensive management during winter, either in feedlots or in pastures that are close to human activity, thus reducing the opportunity for coyotes to take livestock. Second, predators bear young in the spring and raise them through the summer, a process that demands increased nutritional input,

for both the whelping and nursing mother and the growing young. This increased demand corresponds to the time when young sheep or beef calves are on pastures or rangeland and are most vulnerable to attack. Coyote predation also may increase during fall when young coyotes disperse from their home ranges and establish new territories.

Many references indicate that coyotes were originally found in relatively open habitats, particularly the grasslands and sparsely wooded areas of the western United States. Whether or not this was true, coyotes have adapted to and now exist in virtually every type of habitat, arctic to tropic, in North America. Coyotes live in deserts, swamps, tundra, grasslands, brush, dense forests, from below sea level to high mountain ranges, and at all intermediate altitudes. High densities of coyotes also appear in the suburbs of most major cities. They sometimes prey on pets and are a threat to public health and safety when they frequent airport runways and residential areas, and act as carriers of rabies.

Planned Wildlife Services Activities

Beaver

The agreement for Wildlife Services to conduct beaver control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct beaver control activities will be assigned to this project.

Wildlife Services will use recommended beaver damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours. Beaver dams will be removed by qualified personnel as required using explosives and/or mechanical means. Explosives will be handled in accordance with WS regulations and procedures. In all cases, landowners and county officials will be informed of anticipated work and expected results.

Beaver will be the target species of the management program. Trapping techniques are designed through selective sets to minimize the number of non-target species caught, specifically otter (*Lutra canadensis*). Any non-targeted animal trapped will be released if the animal is not damaged.

Beaver carcasses will be disposed of on-site or made available for landowner use. Some may be kept for future research or study needs by interested agencies such as FG&FWFC, University of Florida, or the Florida State Museum of Natural History.

Coyote

The agreement for Wildlife Services to conduct coyote control work in Columbia County will be for one year conducted by APHIS, Wildlife Services personnel. A Wildlife Services employee with appropriate training and professional experience to conduct coyote control activities will be assigned to this project.

Wildlife Services will use recommended coyote damage management techniques and equipment to alleviating the damage. Traps will be checked at least every 24 hours.

Usually, the primary concern regarding coyotes is predation on livestock. Livestock predation will be the main focus of WS coyote control efforts in Columbia County. Other calls will be dealt with on an as needed basis as directed by the County Commissioners.

Request for Assistance

Beaver

As a general rule, requests for assistance will be handled on a first-come, first-served basis. Efforts will be directed toward those areas with the most beaver damage and complaints as estimated and documented by WS. County and state requests for assistance will be given first priority when the integrity of a road, highway, or bridge is threatened by the effects of beaver activity. In general, the following priorities will be observed when responding to requests for assistance:

1. County or state highways, roads, and bridges
2. Industrial/corporate landowners
3. Individual landowners
4. Landowner associations
5. Cities or towns
6. Other state lands

Logistic or travel cost considerations may require that some requests be worked out of order.

Request for help on county or state property should be made to the WS Biologist in Columbia County. Request for assistance on state highways or bridges should be made through the DOT.

Coyote

Requests for assistance will be handled on a first-come, first-served basis unless directed otherwise by the county commissioners. Any call where human health or safety is involved will be given priority.

Personnel and Reports

Technicians will be hired by, and work directly for, WS. Technicians will be full-time and/or temporary part-time employees, as determined by the budget. Technicians will work year-round as weather and conditions allow.

Supervision

Technicians will be supervised out of the Gainesville WS office. The WS supervisor will be responsible for meeting with county officials and other cooperators, assigning technicians to beaver control requests, maintaining records, and assisting in trapping and dam-removal.

Record Keeping

Technicians will record the number of beaver and coyote caught, the number of dams removed, and other statistics. All record keeping is coordinated by the WS supervisor and reported to the necessary cooperators on an annual basis.

Educational Efforts

Educational efforts will be made to make landowners fully aware of what can and cannot be done to reduce beaver and coyote activity/damage. Landowners will also be encouraged to become involved in determining the best available strategies in dealing with beaver and coyote activity/damage on their property. WS Supervisors and Technicians will also work with the county and municipal governments so that public officials and landowners will be better able to understand and use beaver and coyote biology to help solve their problems.

Summary

This program is designed to assist landowners, road departments, and private industry with beaver and coyote damage in Columbia County. The intent of the program is to reduce beaver and coyote damage not population control. The program will be structured to be flexible, fair, and most importantly, feasible. Key to the success of the program will be participation of the county and landowners.

Effective Dates

The cooperative agreement shall become effective on October 1, 2010 and shall expire on September 30, 2011.

