

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

**CONSENT AGENDA**

OCTOBER 21, 2010

---

- (1) Building and Zoning - Permit Fee Refund Request-A&B Construction - \$189.00
- (2) Building and Zoning - Permit Zoning Fee Refund Request - Wendy Grennell - \$75.00
- (3) External Budget Amendment - Purchasing - BA #10-01 - Computer Purchase - \$903.00
- (4) Purchasing - Peter Brown Construction, Inc. - Change Order #3 - Fort White Library - \$2,318.65
- (5) Columbia County Emergency Medical Services - Refund Request - 102536 - Overpayment Department AT - \$489.35
- (6) Agreement - North Central Florida Regional Planning Council, Inc./ Columbia County Board of County Commissioners - FY 2009 Community Development Block Grant DCA Award Agreement and Special Conditions Documentation - \$750,000.00
- (7) Agreement - North Central Florida Regional Planning Council, Inc./Board of County Commissioners - CDGB Administrative Services Agreement - \$107,000.00
- (8) Minute Approval - Board of County Commissioners - Final Budget Hearing - September 23, 2010

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

#1



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

September 15, 2010

**MEMO**

**TO:** Columbia County Board of County Commissioners

**FR:** Laurie Hodson, Building & Zoning Office Manager

**RE:** Permit Fee Refund

Permit 28821 and Special Temporary Use Permit 1008-30 for an RV issued on 8/27/2010, owner is John Williams and the agent was A & B Construction. Originally Mr. Williams was going to place an RV on his property. He contracted with A & B Construction to pull the necessary permits, which is permit 28821 and STUP 1008-30 with a total fee of \$389.00.

Mr. Williams decided to place a mobile home on the property instead of the RV. The Building Department has done no inspections for this permit.

I am requesting a refund of **\$389.00** on behalf of A & B Construction, who paid for the both permits. See the attached refund request letter from A & B Construction.

Permit 28821 - Check # 6803 for \$189.00;

Accounts: 329,100= **\$50.00** + 363,101= **\$38.50** + 363,301= **\$100.50** for a total of **\$189.00**

STUP 1008-30 - Check # 6795 for \$200.00; Account: 329,100= **\$200.00**

Payable to: A & B Construction  
P.O. Box 39,  
Fort White, FL 32038

XC: Penny Stanley  
Permit file

BOARD MEETS FIRST THURSDAY AT 1:00 PM  
AND THIRD THURSDAY AT 1:00 PM

# A & B Construction, Inc.

P. O. Box 39  
Ft. White, FL, 32038  
386-497-2311-Phone  
386-497-4866-Fax

September 9, 2010

To: Columbia County Building Department

Subject: Refund Request permit #28821

A & B Construction met with Mr. Tom Brown an agent for Mr. Williams on or about 8/10/2010. We agreed to provide septic, well, permits... etc. Originally Mr. Williams's intentions were to use a RV Camper on the property. A & B Construction purchased an RV Camper permit for Mr. Williams on 8/27/2010.

Mr. Williams changed his mind and is going to put a Mobile Home on the property instead of a RV Camper. Mr. Williams or Mr. Brown will be contacting you for a Mobile Home Permit.

Please refund A & B Construction the cost of the RV Permit.

Thank you,



Rocky Ford

President

A & B Construction

(C) 386-623-3396

**BOARD OF COUNTY COMMISSIONERS**

**COLUMBIA COUNTY, FLORIDA**

COURTHOUSE-P.O. BOX 1529      PHONE 755-4100

LAKE CITY, FLORIDA 32055

4093

RECEIVED BY A + B Construction Inc. DATE 27 Aug 80  
John Williams DOLLARS \$200.00  
STUP 1000-30  
SU  
CK# 6795  
BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA  
BY

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

#2



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

October 14, 2010

**MEMO**

**TO:** Columbia County Board of County Commissioners

**FR:** Laurie Hodson, Building & Zoning Office Manager 

**RE:** Permit Zoning Fee Refund

Permit 28710 issued on 07/07/2010 to Wendy Grennell was over charged \$75.00. The \$50.00 Zoning and \$25.00 Flood zone fees were charged twice on this permit. The error was discovered during a monthly department accounting report.

I am requesting a refund of \$75.00 on behalf of Wendy Grennell, who paid by cash.

Refund amount is \$75.00.

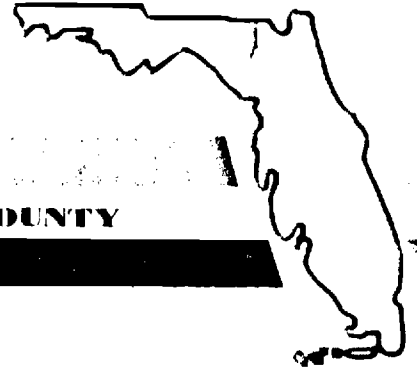
Payable to: Wendy Grennell  
Ref: Permit 28710  
3104 SW Old Wire Road,  
Fort White, FL 32038

XCS Carolyn Baker  
Permit file

BOARD MEETS FIRST THURSDAY AT 7:00 PM  
AND THIRD THURSDAY AT 7:00 PM

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

#3



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**BUDGET AMENDMENT  
2010-2011**

NUMBER: BA-10-01

FUND: General

| <u>FROM</u>       | <u>TO</u>         | <u>AMOUNT</u> |
|-------------------|-------------------|---------------|
| 001.8400.584.9097 | 001.1000.511.6064 | \$903         |
| Equipment Reserve | Equipment         |               |

DESCRIPTION: Purchase computer for Senior Staff Assistant.

REFERENCE:

REQUESTED BY: Ben Scott, Purchasing Director 

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

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

#4



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**Memo**

**Date:** 10/6/2010

**To:** Board of Commissioners

**From:** Ben Scott, Purchasing Director *Ben Scott*

**RE:** Change Order for Fort White Library

Please find attached for your review and approval a change order for the Fort White Library in the amount of \$2,318.65.

The change order represents a requested flooring change from vinyl composition tile to carpet in the meeting room.

# AIA Document G701™ – 2001

## Change Order

|  |   |   |
|--|---|---|
| <b>PROJECT (Name and address):</b><br>82311 Ft. White Library  | <b>CHANGE ORDER NUMBER:</b> 003<br><b>DATE:</b> 9/10/10   | <b>OWNER:</b> <input type="checkbox"/><br><b>ARCHITECT:</b> <input type="checkbox"/>  |
| <b>TO CONTRACTOR (Name and address):</b><br>Peter R. Brown Construction, Inc.<br>1124 Piedmont Drive East<br>Tallahassee, FL 32308 | <b>ARCHITECT'S PROJECT NUMBER:</b><br><b>CONTRACT DATE:</b> April 26, 2010<br><b>CONTRACT FOR:</b> General Construction | <b>CONTRACTOR:</b> <input type="checkbox"/><br><b>FIELD:</b> <input type="checkbox"/><br><b>OTHER:</b> <input type="checkbox"/> |

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Flooring Change in Meeting Room 111 (VCT to Carpet) \$2,101.00

GC Fee @ 5.0% \$105.05

Builders Risk Insurance \$77.21

Bond \$35.39

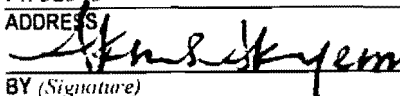
|  |               |
|--|---------------|
| The original Contract Sum was  | \$ 392,000.00 |
| The net change by previously authorized Change Orders                    | \$ -90,727.70 |
| The Contract Sum prior to this Change Order was                          | \$ 301,272.30 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 2,318.65   |
| The new Contract Sum including this Change Order will be                 | \$ 303,590.95 |

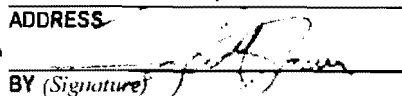
The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 12/22/2010

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Akin & Associates  
**ARCHITECT (Firm name)**  
2603 W. Tharpe Street, Tallahassee,  
FL 32303  
**ADDRESS**  
  
**BY (Signature)**  
AKIN S. AKIN  
**(Typed name)**  
1/22/10  
**DATE**

Peter R. Brown Construction, Inc.  
**CONTRACTOR (Firm name)**  
1424 Piedmont Drive East  
Tallahassee, FL 32308  
**ADDRESS**  
  
**BY (Signature)**  
**(Typed name)**  
9-18-10  
**DATE**

Columbia County Board of Cty Comm.  
**OWNER (Firm name)**  
135 NE Hernando Ave., Room 208,  
Lake City, FL 32055  
**ADDRESS**  
**BY (Signature)**  
**(Typed name)**  
**DATE**



Owner Change Order # 3

Scope Changes: Floor Tile Change

Transit

| Description   | Subcontractor   | Pricing     |
|---|-----------------|-------------|
| Flooring Change in Meeting Room 111 (VCT to Carpet) | Rim Rock Design | \$ 2,101.00 |
|   |                 |             |
|   |                 |             |

|                         |             |
|-------------------------|-------------|
| SUBTOTAL                | \$ 2,101.00 |
| GC FEE @ 5.0%           | \$ 105.05   |
| BUILDERS RISK INSURANCE | \$ 77.21    |
| BOND                    | \$ 35.39    |
| TOTAL                   | \$ 2,318.65 |



#5

**COLUMBIA COUNTY EMERGENCY MEDICAL SERVICES**

**P.O. BOX 2949**

**LAKE CITY FL, 32056**

**(386) 752-8787\* FAX (386) 719-7498**

To: Accounting Department

Fr: Vicky Simmons

Dt: October 15, 2010

Re: Refund Request-102536

Due to an error in processing on behalf of BCBS, an overpayment has occurred on the account below. Please issue a check in the amount of \$489.35 made payable to:

Overpayment Recovery

Department AT 4032

Atlanta, GA 31192

| <b>Patient</b>   | <b>Date of Services</b> | <b>Amount</b> |
|------------------|-------------------------|---------------|
| Strickland, John | 04/09/2010              | \$489.35      |

Thank you in advance for your cooperation.

#6

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS**

Contract Number: 11DB-L4-03-22-01-H20

CFDA Number: 14.228

Rule Chapter: 9B-43, Florida Administrative Code

Effective: June 6, 2010

**FFY 2009 FEDERALLY-FUNDED SUBGRANT AGREEMENT**

**Housing Rehabilitation**

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Columbia County (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) **SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment I of this Agreement and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on July 21, 2010, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and  
Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

#### **(7) REPORTS**

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

**(8) MONITORING**

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

**(9) LIABILITY**

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.



(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Stefan Kulakowski, Financial Specialist  
Florida Small Cities CDBG Program  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850/922-1892 - Fax: 850/922-5609  
Email: Stefan.Kulakowski@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

*Ms. Michele Crummitt*  
*Columbia County*  
*Post Office Box 1529*  
*Lake City, Florida, 32056-1529*  
Telephone: 386/755-4100 - Fax: 386/758-2182  
Email: [michele\\_crummitt@columbiacountyfla.com](mailto:michele_crummitt@columbiacountyfla.com)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments (check all that are applicable):

- ☒ Exhibit I - Funding Sources
- ☒ Attachment A – Budget and Scope of Work
- ☒ Attachment B – Program Statutes and Regulations
- ☐ Attachment C – Recordkeeping (N/A)
- ☒ Attachment D – Reports
- ☐ Attachment E – Justification of Advance (N/A)
- ☒ Attachment F – Warranties and Representations
- ☒ Attachment G – Certification Regarding Debarment
- ☐ Attachment H – Statement of Assurances (N/A)
- ☒ Attachment I – Activity Work Plan
- ☒ Attachment J – Program and Special Conditions
- ☒ Attachment K – Civil Rights Compliance Assurance
- ☒ Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **\$750,000.00**, subject to the availability of funds.
- (b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application.
- (c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.
- (d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.
- (e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Fiscal Management  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Department (by e-mail or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

**(20) LOBBYING PROHIBITION**

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(21) COPYRIGHT, PATENT AND TRADEMARK**

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.



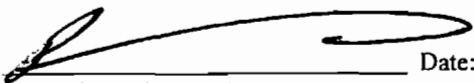
**STATE OF FLORIDA**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
**FEDERALLY FUNDED SUBGRANT AGREEMENT**  
**SIGNATURE PAGE**

Contract Number: 11DB-L4-03-22-01-H20

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**Columbia County**

**DEPARTMENT OF COMMUNITY AFFAIRS**

By:  Date: 9/16/10  
(Authorized Signature)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Signature)

Name: Ronald Williams

Name: Michael Richardson

Title: Chairman

Title: Assistant Secretary and Acting Director,  
Division of Housing and Community  
Development

Federal Tax ID#: 59-6000564

DUNS#: 065924409

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*Separately list the following information for each federal program from which the resources awarded to the Recipient originate:*

|   |  |
|---|--|
|   | <b>Florida Small Cities Community Development Block Grant Program</b>        |
| Federal agency                                | U.S. Department of Housing and Urban Development                             |
| Catalog of Federal Domestic Assistance title: | Community Development Block Grants/State's Program and Nonentitlement Grants |
| Catalog of Federal Domestic Assistance #:     | 14.228   |
| Award amount:                                 | \$750,000.00   |

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

*Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:*

| <b>Compliance Requirement</b>   | <b>Program</b>    |
|---|-------------------|
| 1. <i>The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R, Subpart I, Sections 570.480 – 570.497.</i> | Small Cities CDBG |
| 2. <i>The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>  |                   |

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

*NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.*

**ATTACHMENT A**  
**Scope of Work and Budget**

Department of Community Affairs – Small Cities Community Development Block Grant Program  
ATTACHMENT A – Program Budget

9/9/2010

Recipient: COLUMBIA COUNTY

Contract Number: 11DB-L4-03-22-01-H20

| Activity        |                          | Accomplishments |        | Beneficiaries |     |     |       | Budget      |              |           |                |
|-----------------|--------------------------|-----------------|--------|---------------|-----|-----|-------|-------------|--------------|-----------|----------------|
| Activity Number | Description              | Unit            | Number | Number        | LMI | VLI | Total | CDBG Amount | Other Funds* | Source #* | Program Income |
| 21A             | Administration           |                 |        |               |     |     |       | \$112,500   |              |           |                |
| 14A             | Housing Reab/Replacement | HU              | 8      | 8             | 8   | 2   | 8     | \$537,500   |              |           |                |
| 08              | Temporary Relocation     | HU              | 8      | 8             | 8   | 2   | 8     | \$4000      |              |           |                |
| 14A             | Water Hookups            | HU              | 30     | 30            | 30  |     | 30    | \$96,000    |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 |                          |                 |        |               |     |     |       |             |              |           |                |
|                 | Totals                   |                 |        |               |     |     |       | \$750,000   |              |           |                |

\*Sources and amounts of "Other Funds" (Column 10 & 11 above)

1. \_\_\_\_\_ \$ \_\_\_\_\_
2. \_\_\_\_\_ \$ \_\_\_\_\_
3. \_\_\_\_\_ \$ \_\_\_\_\_
4. \_\_\_\_\_ \$ \_\_\_\_\_
5. \_\_\_\_\_ \$ \_\_\_\_\_

## ATTACHMENT B

### State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

#### State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, F.S.;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla. Admin. Code;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et. seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on Federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

**ATTACHMENT C**  
**Recordkeeping**

**N/A**

## **ATTACHMENT D**

### **Reports**

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be completed on the Department's Request for Funds form and submitted in a pdf format via e-mail by an authorized signatory. Requests for Funds received via e-mail will only be accepted from an e-mail address that is reflected on the Signature Authority form. The Request for Funds must be submitted to the following departmental e-mail address: CDBG@dca.state.fl.us. In addition, a copy of the request shall be e-mailed to your grant manager with the Department.



**ATTACHMENT E**  
**Justification of Advance Payment**

**N/A**

**ATTACHMENT F**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

**Competition**

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR§85.36(d)(2)(ii)E].

### **Codes of Conduct**

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **Licensing and Permitting**

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

## ATTACHMENT G



### Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
(Sub-Contractor's Name)

\_\_\_\_\_  
(Recipient's Name)

\_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(DCA Contract Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

**ATTACHMENT H**  
**Statement of Assurances**

**N/A**

**ATTACHMENT I**  
**Activity Work Plans**

**ATTACHMENT I – Activity Work Plan**

9/8/2010

**Recipient: Columbia County****Date Prepared: 9/16/10****Contract Number: 11DB-L4-03-22-01-H20****Project Budget: \$750,000**

| <b>Date Start</b><br>(month/year) | <b>Date End</b><br>(month/year) | <b>Describe Proposed Action to be completed by the "Date End."</b><br><i>Examples of Actions: Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100%), Complete Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, and Number of Houses Rehabilitated.</i> | <b># Units to be completed by "Date End"</b> | <b>Proposed \$\$ to be Requested by "Date End"</b> | <b>Proposed Administration \$\$ to be Requested by "Date End"</b> |
|-----------------------------------|---------------------------------|--|--|--|---|
| 11/10                             | 12/10                           | Prepare Request for Release of Funds and Environmental Conditions  | 0  |  | \$5,000   |
| 1/11                              | 3/11                            | Request Release of Funds and Environmental Conditions/ Advertise and Procure Lead Based Paint Inspector and Abstract Services for Rehabilitation and Demo/Replacement housing. Advertise for housing rehab and hook up applicants.   | 0  |  | \$13,400  |
| 4/11                              | 6/11                            | Award Lead Based Paint and Abstract Services Contracts. Select applicants for housing rehab and hook ups.  | 0  |  | \$13,400  |
| 7/11                              | 9/11                            | Inspect houses for rehabilitation or demo/replacement and hook ups.  | 0  |  | \$13,400  |
| 10/11                             | 12/11                           | Prepare bids and advertise for contractors.  | 0  |  | \$13,400  |
| 1/12                              | 3/12                            | Prepare bid, procure Contractors and Monitor Construction and Relocate Households and Household Goods Temporarily  | 2 D. U.                                      | \$135,400  | \$13,400  |
| 4/12                              | 6/12                            | Prepare bid, procure Contractors and Monitor Construction and Relocate Households and Household Goods Temporarily  | 2 D. U.                                      | \$135,400  | \$13,400  |
| 7/12                              | 9/12                            | Prepare bid, procure Contractors and Monitor Construction and Relocate Households and Household Goods Temporarily  | 15 hookups<br>2 D. U.                        | \$183,400  | \$13,400  |
| 10/12                             | 11/12                           | Prepare bid, procure Contractors and Monitor Construction and Relocate Households and Household Goods Temporarily  | 15 hookups<br>2 D. U.                        | \$183,300  | \$13,700  |
|                                   |                                 |  |  |  |   |
| 12/12                             | 1/13                            | Project Closeout   |  |  |   |
|                                   |                                 |  |  |  |   |

Note: More than one activity may be included per form.

**ATTACHMENT J**  
**Program, Category Specific, and Special Conditions**

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget and Scope of Work) and Attachment I (Work Plans).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Sub-grant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
  - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
  - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
  - e. Completed and signed final evaluation/ranking forms;
  - f. Commission minutes approving contract award;
  - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
  - h. Contract (signed or proposed);
  - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - j. If a protest was filed, a copy of the protest and documentation of resolution;
  - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
  - l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
  - m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date of this agreement.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:



- a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
  - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-430031(1), Florida Administrative Code.
  6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
  7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
  8. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
  9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
  10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
  11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
  12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
    - a. The property may contain lead-based paint;
    - b. The hazards of lead-based paint;

- c. The symptoms and treatment of lead poisoning;
  - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
  - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
  14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
    - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
    - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
  15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
  16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
  17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
  18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
  19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

#### **For Housing Rehabilitation Grants Only**

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.

3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
  - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist; and
  - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal.
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
  - a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
  - b. Whether the household head is female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics and ethnicity of the household by number (white, African American, American Indian or Alaskan Native, Native Hawaiian Pacific Islander, American Indian or Alaskan Native and white, Asian and white, African American and white, American Indian/Alaskan Native and African American, other multi-racial or Hispanic).
7. If homes to be rehabilitated with CDBG grant funds will be selected from an existing list of SHIP applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG Housing Assistance Plan. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.

#### **Special Conditions**

1. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

**ATTACHMENT K**  
**Civil Rights Compliance Assurance**

**Fair Housing**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls,
  - c) The results of the actions taken, and
  - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office.

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- 1) Define where discriminatory practices are occurring,
- 2) Help the community measure the effectiveness of its outreach efforts, and
- 3) Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Presentations at schools, civic clubs, and neighborhood associations,
- Distributing fair housing materials at libraries, fairs, and businesses,
- Print a fair housing notice on utility bills mailed to residents, and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Recipients shall document the fair housing activities and include information about the activities in the comment section of their quarterly report.

**Equal Employment Opportunity**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and

- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The recipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

#### **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a) The nature of the calls,
  - b) The actions taken in response to the calls, and
  - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

#### ***Section 3 Clause.***

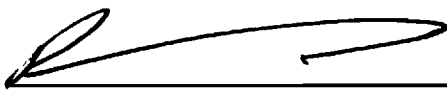
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## Civil Rights Statutes

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
6. Age Discrimination Act of 1975;
7. Executive Order 12892 – Fair Housing;
8. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
9. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
10. Executive Order 11063 – Equal Opportunity in Housing;
11. Executive Order 11246 – Non-discrimination; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that **Columbia County** shall comply with all of the provisions and Federal regulations listed in this attachment.

By:  Date: 9/16/10  
(Authorized Signature)

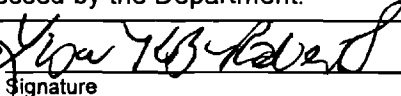
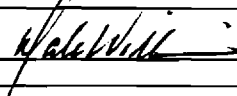
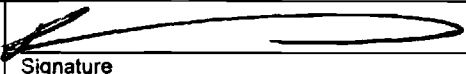
Name: Ronald Williams

Title: Chairman

**ATTACHMENT L – Signature Authorization Form**

9/8/2010

**Submit an original Signature Authorization Form with each copy of the contract.**

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| Recipient:<br>Columbia County  |  | Contract Number:<br>11DB-L4-03-22-01-H20   |  | Funding Source:<br><input checked="" type="checkbox"/> Small Cities CDBG |  |
| Mailing Address (Street or P.O. Box): P. O. Box 1529   |  |  |  | Local Government DUNS #:<br>065924409                                    |  |
| City, State, and Zip Code: Lake City, FL 32056-1529  |  |  |  |  |  |
| Project Contact Person:<br>Michele Crummitt  |  | Telephone Number:<br>(386) 755-4100 Ext:   |  | E-mail Address:<br>michele_crummitt@columbiacountyfla.com                |  |
| Financial Contact Person:<br>P. DeWitt Cason, Clerk of the Court   |  | Telephone Number:<br>(386) 758-1041 Ext:   |  | E-mail Address:<br>pdcason@columbiacountyfla.com                         |  |
| Requests for Funds (RFFs) require ( <b>check one</b> ): <input checked="" type="checkbox"/> <b>one signature</b> <input type="checkbox"/> <b>two signatures</b> of individuals authorized below. <u>RFFs must be submitted via e-mail in a pdf format from the e-mail address of one of the individuals listed below.</u> RFFs submitted from other e-mail addresses will not be processed by the Department.  |  |  |  |  |  |
| Name Typed: Lisa K. B. Roberts,<br>Assistant County Manager  |  | Date: <u>9/16/10</u> <br>Signature   |  |  |  |
| <input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.   |  | E-mail Address: lisa_roberts@columbiacountyfla.com   |  |  |  |
| Name Typed: Dale Williams,<br>County Manager   |  | Date: <u>9/16/10</u> <br>Signature  |  |  |  |
| <input checked="" type="checkbox"/> Check here if above person is authorized to submit RFFs.   |  | E-mail Address: dale_williams@columbiacountyfla.com  |  |  |  |
| Name Typed:  |  | Date: _____  |  | Signature _____  |  |
| <input type="checkbox"/> Check here if above person is authorized to submit RFFs.  |  | E-mail Address: _____  |  |  |  |
| <b>I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.</b>  |  |  |  |  |  |
| Typed Name: Ronald Williams  |  | Date: <u>9/16/10</u> <br>Signature |  |  |  |
| <input checked="" type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida.<br><input checked="" type="checkbox"/> Check here if your local government will be working on a reimbursement basis.<br><input type="checkbox"/> If this signature authority form pertains to a <u>housing</u> grant, check here if your local government will use an escrow account for housing activities.         |  |  |  |  |  |
| CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a> . |  |  |  |  |  |
| Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.   |  |  |  |  |  |
| Name of Financial Institution: N/A   |  |  |  | Account Number:  |  |
| Address:   |  |  |  | Telephone Number: (   )   -  |  |
| City, State and Zip Code:  |  |  |  |  |  |



# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report ☒

or an Update Report ☐

|  |   |
|--|---|
| 1. Applicant/Recipient Name, Address, and Phone (include area code):<br>Columbia County, P. O. Box 1529, Lake City, FL 32056-1529 and (386) 755-4100 | 2. Social Security Number or Employer ID Number:<br>596-00-0564 |
| 3. HUD Program Name<br>Florida Small Cities Community Development Block Grant Program  | 4. Amount of HUD Assistance Requested/Received<br>\$750,000.00  |
| 5. State the name and location (street address, City and State) of the project or activity:<br>Unincorporated Columbia County, Florida.              |   |

## Part I Threshold Determinations

|  |   |
|--|---|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. |
|--|---|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.  
**However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

| Department/State/Local Agency Name and Address | Type of Assistance | Amount Requested/Provided | Expected Uses of the Funds |
|--|--------------------|---------------------------|----------------------------|
| None   |                    |                           |                            |

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

| Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first) | Social Security No. or Employee ID No. | Type of Participation in Project/Activity | Financial Interest in Project/Activity (\$ and %) |
|--|--|---|---|
| None.  |  |   |   |

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

|   |                                      |
|---|--------------------------------------|
| Signature:<br><br>X  | Date: (mm/dd/yyyy)<br><br>09/16/2010 |
|---|--------------------------------------|

Ronald Williams, Chair

Department of Community Affairs – Small Cities Community Development Block Grant Program  
**Small Cities Community Development Block Grant Program Information Sheet**

Form SC-30  
9/8/2010

Contract Number: 11DB-L4-03-22-01-H20

CFDA Number: 14.228

**Contact Information**

1. Contract Recipient

Chief Elected Official: Ronald Williams

Title: Chair

Address: P. O. Box 1529

City, State, Zip Code: Lake City, FL 32056-1529

Telephone No: (386) 755-4100 Ext: None

Fax Number: (386) 758-2182

E-Mail Address: [bcc@columbiacountyfla.com](mailto:bcc@columbiacountyfla.com)

2. Chief Financial Officer

Chief Financial Officer: P. DeWitt Cason

Title: Clerk of the Courts

Address: P. O Box 2069

City, State, Zip Code: Lake City, FL 32056

Telephone No: (386) 758-1041 Ext: None

Fax Number: (386) 719-7457

E-Mail Address: [pdcaison@columbiaclerk.com](mailto:pdcaison@columbiaclerk.com)

3. Project Contact

Project Contact: Michele Crummitt

Title: Human Resources Director

Address: P. O. Box 1529

City, State, Zip Code: Lake City, FL 32056-1529

Telephone No: (386) 758-2123 Ext: None

Fax Number: (386) 758-2182

E-Mail Address: [michele\\_crummitt@columbiacountyfla.com](mailto:michele_crummitt@columbiacountyfla.com)

4. Civil Rights Contacts

Fair Housing Coordinator: Dale Williams

Title: County Manager

Telephone No: (386) 755-4100 Ext: None

E-Mail Address: dale\_williams@columbiacountyfla.com

EEO Coordinator: Dale Williams

Title: County Manager

Telephone No: (386) 755-4100 Ext: None

E-Mail Address: dale\_williams@columbiacountyfla.com

Section 504/ADA Coordinator: Dale Williams

Title: County Manager

Telephone No: (386) 755-4100 Ext: None

E-Mail Address: dale\_williams@columbiacountyfla.com

5. Private Consultant (If Applicable)

Consultant Firm: North Central Florida Regional Planning Council

Consultant Contact: Scott R. Koons, AICP, Executive Director

Address: 2009 NW 67 Place

City, State, Zip Code: Gainesville, FL 32653

Telephone No: (352) 955-2200 Ext: 101

Fax Number: (352) 955-2209

E-Mail Address: koons@ncfrpc.org

**Administrative Data**

1. Local Government FID Number: 59-6000564

2. Local Government DUNS Number: 065924409

3. Districts: United States Congress 4

Florida Senate 3 & 14 Florida House 10 & 11

Department of Community Affairs – Small Cities Community Development Block Grant Program  
**Small Cities Community Development Block Grant Program Information Sheet**

Form SC-30

9/8/2010

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name:

Street Address:

City, State, Zip:

- 5 Please provide a brief Project Description:

This is a Community Development Block Grant, Housing Rehabilitation grant. The County will rehabilitate or replace at least 8 houses and hook up at least 30 houses to the County's water.

## Civil Rights Profile Sheet

9/8/2010

Recipient Name: Columbia County

Contract Number: 11DB-L4-03-22-01-H20

Date: 9/16/10

### Demographic Data

1. Total Number of Local Government Employees: 258.9 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG funded activities: 0
3. Total Number of Local Government Minority Employees: 38.5 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 0
5. Local Government Population # 46,124 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 7,198 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 20.1% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low and Moderate Income in the Local Government: 42.03% *(Counties – do not include populations of incorporated cities.)*

### For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: N/A
10. Percentage of Persons of Low and Moderate Income in the Service Area: N/A

To document civil rights compliance, this profile should be completed and returned to:

Small Cities CDBG Program  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

**Civil Rights Profile Sheet**

9/8/2010

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. **Total Beneficiaries in Service Area:** Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. **LMI Beneficiaries in Service Area:** Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

**For Economic Development Grants Only (Should be provided at the time of grant completion.)**

3. **Job Applicants:** Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. **Job Hires:** Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

**For Housing Grants Only:**

5. (Complete column 2 below at closeout using data provided by assisted households.)

Activity Name: Housing and Water Hookups

| Population Group                | 1. Total Beneficiaries | 2. LMI Beneficiaries | 3. Job Applicants | 4. Employees Hired | 5. Housing Beneficiaries |
|---------------------------------|------------------------|----------------------|-------------------|--------------------|--------------------------|
| White/non Hispanic              | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Black/non Hispanic              | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Hispanic                        | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Asian/Pacific Islander          | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| American Indian /Alaskan Native | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Female Head of Household        | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Elderly Head of Household       | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |
| Handicapped                     | Unknown                | Unknown              | Not Applicable    | Not Applicable     | Unknown                  |

FEAGLE & FEAGLE, ATTORNEYS, P.A.  
ATTORNEYS AT LAW  
153 NE MADISON STREET  
POST OFFICE BOX 1653  
LAKE CITY, FLORIDA 32056-1653  
(386) 752-7191  
Fax: (386) 758-0950

#7

Marlin M. Feagle  
e-mail: leagle@bellsouth.net

September 28, 2010

Mark E. Feagle  
e-mail: mefeagle@bellsouth.net

Mr. David Kraus  
Senior Staff Assistant  
County Administrative Offices  
135 NE Hernando Avenue  
Lake City, Florida 32055

Re: North Central Florida Regional Planning Council  
CDBG Administrative Services Agreement

Dear David:

Pursuant to your request I have reviewed the above referenced contract between Columbia County and North Central Florida Regional Planning Council. In general, the contract appears to be in legal form.

You will note Section 4 on page 2 of the agreement provides the Planning Council shall be paid a fixed fee of \$107,000.00 subject to funds being available. As indicated in your note to me, the County may wish to consider changing the lump sum payment in favor of an hourly rate for and as the services are performed. Article (5) provides payment would be made to the Planning Council for services rendered and will become due within 30 days following receipt by the purchaser of a requisition for payment. Requisitions may be made on a monthly basis. The method of payment, whether hourly or a fixed amount, should be based upon a progress schedule or certain services being completed to insure final payment is not due and payable until after the grant has been fully administered. The County may also wish to specify that the fees paid the Council will never exceed the amount authorized by and received from the grant.

Please note Article (11) which provides the method of termination for cause as to subparagraph (a) and without cause as to subparagraph (b). Upon termination, the Planning Council shall be reimbursed for all its actual costs incurred in providing services and all finished or unfinished documents and materials prepared by the Planning Council shall become the property of the County (purchaser).

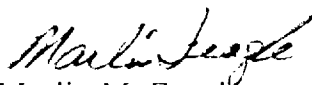
Mr. David Kraus  
Page 2  
September 28, 2010

---

Finally, the agreement does not contain an attorney fee provisions whereby the defaulting party is required to pay reasonable court costs and attorney fees to the non-defaulting party in the event it is required to enforce this agreement. This works both for and against the County as the agreement does not require the County to pay attorney fees in the event the Planning Council is required to retain the services of an attorney to enforce its rights under the agreement. Given the professional relationship the County has enjoyed with the Planning Council over the years, the County may well choose to not include the attorney fee provision which is customary in many contracts. If you wish to add the attorney fee provision, I will be glad to provide you with that language.

Please do not hesitate to give me a call if you would like to discuss any further terms and conditions of the letter or agreement.

Very truly yours,

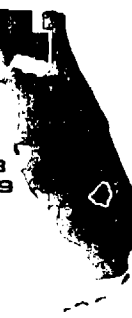
  
Marlin M. Feagle

MMF:dsc



# North Central Florida Regional Planning Council

2009 NW 67 PLACE, SUITE A, GAINESVILLE, FLORIDA 32653-1603  
(352) 955-2200 SUNCOM 625-2200 FAX (352) 955-2209



September 13, 2010

Mr. Dale Williams  
County Manager  
Columbia County  
P. O. Box 1529  
Lake City, Florida 32055

RE: Columbia County  
Fiscal Year 2009 Community Development Block Grant  
Agreement for Administrative Services

Dear Dale:

Please find enclosed two copies of the proposed Administrative Services Agreement between the Planning Council and the County. This Agreement provides for the Planning Council to render technical assistance services for an amount not to exceed \$107,500 for the administration of the Fiscal Year 2009 Community Development Block Grant Program pursuant to the above referenced agreement with the Florida Department of Community Affairs.

The amount for compensation under this Agreement is 95.56% of the maximum allowable administrative costs permitted by Florida Administrative Code, Chapter 9B-43 Rules of the Department governing the Community Development Block Grant Program. In addition, please find enclosed a copy of the Cost Allocation Plan for the Planning Council to assist the County in determining the reasonableness of costs to be charged by the Planning Council.

As provided for in State rules and regulations and the Procurement Procedure for Community Development Block Grant programs, services can be obtained from another unit of government by "noncompetitive negotiation". Please have the County Commission consider the Agreement for approval subject to and effective upon the Department signing the above referenced Agreement with the County for this program. Following approval of the Agreement by the County Commission, please have both copies of the Agreement signed and return both signed copies to me for Planning Council signatures.

If you have any questions concerning this matter, please do not hesitate to contact Martha Orthoefer, AICP, Senior Planner of the North Central Florida Regional Planning Council at (352) 955-2200, ext. 112.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosures

xc: Michele Crummitt, Human Resources Director  
David Kraus, Senior Staff Assistant  
Lisa K. B. Roberts, Assistant County Manager

FISCAL YEAR 2009  
FLORIDA SMALL CITIES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ADMINISTRATIVE SERVICES AGREEMENT  
BETWEEN THE  
BOARD OF COUNTY COMMISSIONERS OF  
COLUMBIA COUNTY, FLORIDA  
AND THE  
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between the Board of County Commissioners of Columbia County, Florida hereinafter referred to as the Purchaser, and the North Central Florida Regional Planning Council, hereinafter referred to as the Planning Council.

THIS AGREEMENT/CONTRACT IS ENTERED BASED ON THE FOLLOWING FACTS:

The Purchaser has applied and has been awarded a grant under the Florida Small Cities Community Development Block Grant Program for Fiscal Year 2009 from the Florida Department of Community Affairs, hereinafter referred to as the Department, in furtherance of its duties under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended and Sections 290.0401 - 290.049, Fla. Stat., as amended; and

The Purchaser has entered into an agreement, Contract Number 11DB-L4-03-22-01-H20, with the Department; and

The Purchaser in furtherance of said agreement with the Department, desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW, THEREFORE, the Purchaser and the Planning Council do mutually agree as follows:

(1) SCOPE OF WORK

The Planning Council shall provide administrative services as described in Attachment A - Scope of Work, of this Agreement, which is incorporated by this reference, necessary for or incident to the performance of work as set forth in the above referenced agreement between the Purchaser and the Department. In performing said administrative services, the Planning Council shall be bound by the terms and conditions of the above referenced agreement between the Purchaser and the Department.

(2) PERIOD OF AGREEMENT

This Agreement shall begin on effective date of the above referenced agreement between the Purchaser and the Department and shall end on termination date of the above referenced agreement between the Purchaser and the Department, or such time as the period of agreement for the above referenced agreement between the Purchaser and the Department may be extended whichever is later, unless terminated earlier in accordance with the provisions of Section 10 of this Agreement. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Attachment A - Scope of Work, of this Agreement, which is incorporated by this reference, are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by both parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

(3) INCORPORATION OF LAWS, RULES, AND REGULATIONS

Both the Planning Council and the Purchaser shall be governed by applicable laws, rules, and regulations, including but not limited to: Sections 290.0401-290.049, Fla. Stat. as amended; Public Law 93-383, as amended; 24 Code of Federal Regulations Part 570; and Chapter 9B-43, Fla. Admin. Code; and Office of Management and Budget Circulars, and 24 Code of Federal Regulations Part 85.

(4) FUNDING AND COSTS

(a) The Planning Council shall be paid by the Purchaser a fixed fee of One Hundred Seven Thousand Dollars and No Cents (\$107,000.00), subject to federal Small Cities Community Development Block Grant Program funds being made available to the Purchaser by the Department to support this amount, for services provided in completing the Scope of Work described in Attachment A, which is incorporated by reference.

(5) METHOD OF PAYMENT

(a) Payment to the Planning Council for services rendered in accordance with the Scope of Work described in Attachment A of this Agreement, which is incorporated by this reference will become due within thirty (30) days following receipt by the Purchaser of a requisition for payment. Requisitions may be made on a monthly basis.

(6) PROCUREMENT STANDARDS

The Planning Council shall comply with procurement standards prescribed in 24 Code of Federal Regulations Section 85.36; Rule 9B-43.014(1), Fla. Admin. Code; and relevant state laws applicable to the procurement of supplies, equipment, construction and services.

(7) RECORDKEEPING

(a) The Planning Council shall maintain records and supporting documents as prescribed in 24 Code of Federal Regulations Section 570.506 "Records to be maintained"; and 24 Code of Federal Regulations Section 570.508, "Public access to program records"; and 24 Code of Federal Regulations Part 85.

(b) All records pertinent to this Agreement shall be retained by the Planning Council for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim, or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Community Development Block Grant Small Cities Program and all other applicable laws and regulations.

(d) The Planning Council shall allow access to its records at reasonable times to the Purchaser, its employees and agents, to the Department, its employees and agents, and to United States Department of Housing and Urban Development, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Purchaser, the Department or United States Department of Housing and Urban Development.

(8) DELEGATES AND CONTRACTORS

The Purchaser, by this written Agreement, designates the Planning Council to provide administrative services to the Purchaser as described in Attachment A of this Agreement, which is incorporated by this reference, necessary for or incident to the performance of work as set forth in the above referenced agreement between the Purchaser and the Department.

(9) LIABILITY

The Planning Council shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save the Purchaser and the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement, to the extent allowed and required by law.

(10) ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Purchaser; provided, however, that claims for money due to become due the Planning Council from the Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Purchaser.

(11) TERMINATION

(a) The Purchaser may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; and refusal by the Planning Council to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended. The notification shall make specific reference to the cause of termination. The Planning Council is entitled to a period of ten (10) days in which to correct the cause of termination. In the event that the cause is not corrected within the ten (10) day period, this Agreement may be terminated. Failure of the Purchaser to exercise this right shall not be considered a waiver of such right in the event of any further cause for suspension or termination. Upon termination as provided by this Section, the Planning Council shall be reimbursed for all its actual costs incurred in providing services hereunder as the same as defined in Section 4 of this Agreement in accordance with Attachment A - Scope of Work, of this Agreement, which is incorporated by this reference. All finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

(b) Either party may terminate this Agreement without cause by providing fifteen (15) days written notice to the other. Upon termination as provided in this Section, the Planning Council shall be reimbursed for all its actual costs incurred in providing services hereunder as the same as defined in Section 4 of this Agreement in accordance with Attachment A - Scope of Work, of this Agreement, which is incorporated by this reference. All finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

(12) AMENDMENT

The Purchaser or the Planning Council may request amendments to this Agreement. Such amendments which are mutually acceptable to both parties shall be incorporated in writing as amendments to this Agreement.

(13) ASSURANCES

(a) Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

(b) Interest of Members, Officers, or Employees of Purchaser, Members of Local Governing Body, or Other Public Official. No member, officer, or employee of the Purchaser, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Planning Council shall incorporate or cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the purpose of this Section.

(c) Nepotism. The Planning Council agrees to abide by the provision of Section 116.111, Fla. Stat., pertaining to nepotism in their performance, under this Agreement.

(d) Assurances. The Planning Council shall comply with the assurances set forth in Attachment B, attached hereto and incorporated by this reference.

(14) NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

(15) SPECIAL PROVISIONS

(a) All invoices for fees or other compensation for services or expenses shall be submitted by the Planning Council in detail sufficient for a proper pre-audit and post-audit thereof.

(b) All travel expenses incurred by the Planning Council shall be in accordance with Section 112.061, Fla. Stat., as amended.

(c) The Purchaser shall have the right to unilaterally cancel this Agreement for refusal by the Planning Council to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., as amended, and made or received by the Planning Council in conjunction with this Agreement.

(d) No funds or other resources received by the Planning Council in connection with the Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(e) The Planning Council shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(16) VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction in Columbia County, Florida. If any provision of this Agreement is in conflict with any applicable statute or rule or is otherwise unenforceable, then such provision shall be deemed

null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(17) REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Manager of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

(18) COMPLETE CONTRACT

This Agreement, including Attachment A, Scope of Work, Attachment B, Statement of Assurances and Attachment C, Certification Regarding Lobbying, of this Agreement, which are incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

THIS AGREEMENT and its attachments (Attachment A, B and C), embody the entire Agreement of the parties.

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

Attest:

COLUMBIA COUNTY

SEAL

\_\_\_\_\_  
P. Dewitt Cason  
County Clerk

\_\_\_\_\_  
Ronald Williams  
Chair

\_\_\_\_\_  
59-6000564  
Federal ID No.

Attest:

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

SEAL

\_\_\_\_\_  
Scott R. Koons, AICP  
Executive Director

\_\_\_\_\_  
Louie Davis  
Chairman

\_\_\_\_\_  
59-1264177  
Federal ID No.



## ATTACHMENT A

### SCOPE OF WORK

### DESCRIPTION OF

#### COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATIVE SERVICES

The Planning Council will administer the Purchaser's Small Cities Community Development Block Grant for Fiscal Year 2009 as established in the Purchaser's agreement with the Department. This will include Program Set-Up, Program Implementation and Program Close-Out.

Specifically, under the area of Program Set-Up the Planning Council will:

1. Remove environmental and nonenvironmental conditions, if any, on use of grant funds;
2. Assist in establishing procedures for financial management of the grant funds;
3. Coordinate the citizen participation process to ensure conformity with all applicable State and federal laws, rules and regulations;
4. Update, if necessary, project milestones and implementation schedules;
5. Establish program and project files; and
6. Prepare appropriate reports required by all applicable State and federal laws, rules and regulations.

Under the area of Program Implementation, the Planning Council will:

1. Prepare requests for reimbursement of grant funds from the State;
2. Develop and implement professional and construction selection procedures to ensure conformance with all applicable State and federal laws, rules and regulations;
3. Develop and implement construction contract procedures that comply with all federal labor standards and provisions and compliance procedures, if applicable;

4. Develop procedures for securing and monitoring contract compliance with federal equal opportunity requirements and implementing those procedures;
5. Prepare bid package and bid advertisement to ensure compliance with all applicable State and federal laws, rules and regulations;
6. Conduct bid opening to ensure compliance with all applicable State and federal laws, rules and regulations;
7. Monitor equal opportunity and labor standards, if applicable;
8. Conduct final inspection of the construction work; and
9. Prepare appropriate reports required by all applicable State and federal laws, rules and regulations.

Under the area of Program Grant Close-Out, the Planning Council will:

1. Prepare final reports in conformity with all appropriate State and federal guidelines;
2. Respond to State monitoring visits; and
3. Prepare closeout forms.

ATTACHMENT B

FLORIDA SMALL CITIES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

STATEMENT OF ASSURANCES

By signature of this Agreement, the Planning Council hereby certifies that it will comply with the following applicable federal and state requirements.

- (a) It possesses legal authority to enter into this Agreement, and to execute the proposed program.
- (b) It will comply with the regulations, policies, guidelines, and requirements of 24 Code of Federal Regulations Part 85, Office of Management and Budget Circulars Numbers A-87, A-122 and A-133 as they relate to the use of federal funds under this document.
- (c) It will comply with:
  - (1) Section 110 of the Housing and Community Development Act of 1974, as amended, 24 Code of Federal Regulations Section 570.605, and State regulations regarding the administration and enforcement of labor standards.
  - (2) The provisions of the Davis-Bacon Act (40 United States Code Section 276 a-5) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than eight units);
  - (3) Contract Work Hours and Safety Standards Act of 1962, 40 United States Code Section 327 et seq., requiring that mechanics on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week;
  - (4) Federal Fair Labor Standards Act, 29 United States Code Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work week; and
  - (5) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 United States Code Section 874 and 40 United States Code Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(d) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and the regulations issued pursuant thereto (24 Code of Federal Regulations Part 1), as amended, which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Purchaser received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance;
- (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, which provides for the administration of programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services;
- (3) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;
- (4) Section 109 of the Housing and Community Development Act of 1974 (Act), as amended, and the regulations issued pursuant thereto (24 Code of Federal Regulations Section 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under the Act.
- (5) Any prohibition against discrimination on the basis of age under Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 and 24 Code of Federal Regulations Part 8;
- (6) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
- (7) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24 Code of Federal Regulations Part 130 and 41 Code of Federal Regulations Part 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

- (e) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income persons residing within the unit of local government in which the project is located; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government.
- (f) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 122.3135, Fla. Stat. and 24 Code of Federal Regulations Section 570.611.
- (g) It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (h) It will, in connection with its performance of environment assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 United States Code 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 United States Code Section 469a-1, et. seq.) by:
  - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 Code of Federal Regulations Section 800.8) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (i) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.
- (j) It will abide by the provisions of Section 116.111, Fla. Stat., pertaining to nepotism in its performance under this Agreement.
- (k) It will comply with Section 319 of Public Law 101-121, as provided in the "Governmentwide Guidance for New Restrictions on Lobbying; Interim Final Guidance" published in the December 20, 1989 Federal Register, which prohibits recipients of federal contracts or grants from using appropriate funds for lobbying in connection with grant or contract, and requires that each person who requests or receives a federal contract or grant, and their subrecipients, disclose lobbying undertaken with nonfederal funds (see Attachment C).
- (l) It will comply with Section 102 of the United States Department of Housing an Urban Development Reform Act of 1989 and with 24 Code of Federal Regulations Part 12.

## ATTACHMENT C

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

By signature of this Agreement, the Planning Council certifies, to the best of its knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code Section 1352. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

COST ALLOCATION PLAN

FOR

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

2009 - 2010

## INTRODUCTION

The following report explains the indirect cost system of the North Central Florida Regional Planning Council (Council) and contains documentation for that system's basis. Organizations such as the Council, by their nature, create many accounting problems. During the course of a fiscal year, new projects may be added which were not included in the original budget. Many projects have fiscal years which do not correspond with the Council's fiscal year. Problems such as these make the drawing of an overall budget difficult and complicates the bookkeeping process since some costs have to be carried over more than one fiscal year to enable the reporting of project expenditures correctly. It also causes many problems in the allocation of expenses. Since the Council's makeup is based largely on grants, contracts, matching funds, and membership dues, the general overhead costs of maintaining the office must be shared by all projects.

## INDIRECT COST ALLOCATION POLICY

OMB Circular A-87 provides means by which all projects may be charged a portion of those costs which are necessary to the operation of an organization but cannot be specifically identified as a cost of those projects. This document provides for the establishment of a "cost pool" where indirect costs may be accumulated and then prorated to various cost objectives on a reasonable and equitable basis. All direct costs are charged directly to the appropriate cost objective and the indirect costs are accumulated in an account called "Indirect Cost Pool." Within this cost pool, expenses are broken down by line item accounts. Through the indirect cost rate, these indirect costs are prorated back to the cost objectives.

The indirect cost rate is a ratio between total indirect costs and the direct personnel costs. A cost allocation is simply a process which sets out the projected direct costs, the projected indirect costs, and the projected base for allocation of these costs, thus arriving at an indirect cost rate for those costs. Personnel costs were chosen as the basis for proration because almost every one of the cost items considered indirect increase with the addition of personnel.



## DIRECT VS INDIRECT POLICY STATEMENT

Basically, the policy for determining which costs are direct and which are indirect is dependent on the definition set down in OMB Circular No. A-87. Indirect costs are those (a) incurred for a common or joint purpose benefiting more than one cost objective and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Using this basic principle, determination can be made for each expense.

Personnel Costs - Using the timesheet as a tool, time worked on any specific project can be charged to that project by using each employee's chargeable rate. Some job functions can't be charged to a specific program because the time expended is of benefit to all the programs in general and so should be considered indirect. Some of this work falls into the administrative category and covers: some work performed by the Executive Director; most of the time of the Executive Secretary (who handles work flow in the secretarial pool and general administrative duties for the Executive Director); and most duties of the Bookkeeper and the Finance and Accounting Director. Most of the secretarial and graphics personnel costs are non-administrative in nature, but because this work is pooled, it is charged to programs on an indirect basis as well. Indirect personnel costs are charged to the Indirect Cost Pool and charged out along with other indirect expenses.

Rent - This expense is most easily treated as an indirect expense. All the common areas, such as conference rooms, library, hallways, closets, and restrooms, are indirect by nature. Areas which are used primarily for administrative work or areas whose use is fragmented, such as the secretarial pool or graphics room, are also indirect. Space used by planners is indirect because the use increases directly with increase in personnel costs.

Machine Rental/Maintenance - This expense covers rental on any temporary equipment, and maintenance on all office equipment. The maintenance of office equipment benefits everyone in general and it would be impossible to calculate each project's use of the various pieces of equipment.

Office Supplies - By their nature, office supplies are usually expenses which are not readily assignable to a specific project because of a disproportionate amount of time involved to determine each program's use. Many of these supplies used are also mainly to benefit all the programs in general. Supplies purchased for use on a specific program are charged as a direct expense to that program.

Graphic Supplies - Many graphic supplies are bought as a general supply and are not readily assignable. Supplies purchased for use on a specific program are charged as a direct expense to that program.

Telephone - The monthly service charge and long distance costs are considered indirect both because they are not readily assignable and because there is a large part of this cost which is for all programs in general (for instance, phones used by secretaries, graphics personnel, etc.).

Postage - Most postage charges are direct and are determined by the use of a postage log kept as mail is run through the postage meter. Some postage is for general use, such as administrative correspondence or correspondence for purchases and disbursement.

Audit - An annual audit by an independent C.P.A. firm is a requirement of the Council, is to the general benefit of all programs, and is charged to indirect.

Printing - Printing for a specific program is a direct charge and is determined by actual cost. Some printing is for general benefit (i.e., general office forms), and therefore, included in the Indirect Cost Pool.

Dues, Publications and Subscriptions - This expense is generally indirect. The maintenance of a library is for general use of the entire Council and accessible to any employee. Dues to various organizations are for the benefit of all programs as most are national.

Moving Expenses - This expense refers to the expense of moving furniture and equipment to new office space and the moving expense allocation paid to new employees to help cover relocation expenses when they join the staff. The expense covers documented moving expenses only.

Recruiting - This is an indirect expense and covers expenses of choosing an employee to fill a vacant position, such as, newspaper and publication advertisements and travel expenses incurred for personal interviews.

Travel - This expense is both direct and indirect. Travel expenses incurred for the benefit of a specific program are charged directly to that program. Travel expenses incurred for benefit of the entire organization are indirect.

Insurance and Bonding - This expense covers General Liability/Fire and Casualty policy, workmen's compensation and bonding coverage. All the policies are maintained for general benefit and are indirect expenses.

Contractual - All contractual expenses are direct and are charged to the program which negotiated the contract.

Furniture and Equipment - Fixed assets are purchased by the Council and the purchase costs are recovered from the projects by depreciation charges, either directly or indirectly, as appropriate. Where the asset is required for a particular project (example: a special computer), the depreciation charges are charged directly to that project over an appropriate life/project period. Assets having a more general usage, such as desks, chairs, computers, and file cabinets, are depreciated through the indirect pool using a generally accepted method of computing depreciation. Almost all assets purchased fall into the latter group.

Unemployment Compensation - As a governmental entity, the Council is required, by state law, to be a self-insured entity for unemployment compensation purposes. Replenishments or increases to the pool are made by charging the Indirect Pool one percent of personnel costs for each pay period until the authorized level is reached.

2010/11

#8

## COLUMBIA COUNTY BOARD of COUNTY COMMISSIONERS

Minutes of  
**September 23, 2010**  
**FINAL BUDGET HEARING**

The Board of County Commissioners met in a scheduled meeting at the School Board Administration Office. The meeting was called to order at 7:00 p.m.

**Commissioners in Attendance:**

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

**Others in Attendance:**

County Manager Dale Williams  
Asst. County Manager Lisa Roberts  
Deputy Clerk Sandy Markham  
Deputy Clerk Judy Lewis

The County Manager presented the tentative Budget for fiscal year 2010-2011. The budget presented for consideration is balanced.

The County Manager gave a brief overview of the budget process. He reviewed the directives given by the Board in earlier budget workshops.

The public hearing opened.

The General Fund millage rate is 7.891 mills.

The IDA millage rate is .124 mills.

The funds not levying Ad Valorem Taxes:

|                                       |              |
|---------------------------------------|--------------|
| ▪ Transportation Trust                | \$9,329,426  |
| ▪ Road Improvement Debt Service       | \$960,000    |
| ▪ Municipal Services Fund             | \$13,821,637 |
| ▪ Court Services                      | \$656,850    |
| ▪ Special Law Enforcement             | \$50,500     |
| ▪ Operating – Tourist Development Tax | \$949,350    |
| ▪ Landfill Enterprise Fund            | \$4,274,376  |
| ▪ Library Enhancement                 | \$2,119,861  |
| ▪ Local Housing Assistance            | \$200,000    |
| ▪ Economic Development                | \$2,594,385  |
| ▪ Connector Road Project              | \$10,707,600 |
| ▪ Road Improvement                    | \$10,484,200 |
| ▪ Utilities                           | \$177,617    |

The total budget is \$92,795,902. Included in that total amount is loan proceeds earmarked for road projects in the amount of \$14,150,000.

There is one requested change to the budget as presented relating to the Sheriff's Department. The request does not change totals, but changes line items. Page 5 of the General

Fund Budget. The Sheriff was asked to reduce his budget and has shifted money in the line items to meet his needs.

MOTION by Commissioner Frisina to adopt amendments to page five of the budget. Second by Commissioner Bailey. The motion carried unanimously.

**Public Comment:**

Citizen Stew Lilker asked if Bill Lycan's \$5,000 pay increase for supervising two additional employees has been deleted from the budget since he now only has one additional employee. The County Manager answered that money has not been removed from the budget.

Mr. Lilker asked how much money the County has in the bank. The County Manager said that it would be the cash balance forward plus the reserve (Approximately \$52,000,000). Mr. Lilker voiced that there is sufficient money for the county to install sprinkler systems in public buildings when they are being built. He said that fire sprinklers should be installed in all firehouses for the safety of those sleeping in them.

Answering a question from Mr. Lilker, the County Manager said that he expects no funds to be collapsed this year.

Mr. Lilker recalled a time when the budget hearings were held the same night as regularly scheduled Board of County Commissioners Meetings. It appears to Mr. Lilker that the Board is no longer doing this to avoid public participation. He asked that in the future, the Board return to handling the budget on regular Board meeting nights.

Mr. Lilker asked that he be provided with the total legal fees spent last year on inside and outside legal counsel.

Mr. Lilker said that the County has not paid for, from last year's budget, the copies received from Florida Crown for over 1,000 copies. He asked if it would be paid in this year's budget. The County Manager said that he did not recall receiving a bill from Florida Crown for copies. The copy amount is not in this year's budget.

The public hearing closed.

**MOTION** by Commissioner Bailey to adopt Resolution 2010R-41 adopting the final millage rates. Second by Commissioner Weaver.

Commissioner Weaver said that it is his understanding that the City of Lake City is increasing their millage rate. He asked why the City would not have to run a legal advertisement [as required by law] publishing the increase. The County Manager said if the millage was increased, he knows of no reason why the City would not have advertised the increase.

The motion carried unanimously.

MOTION by Commissioner Weaver to adopt Resolution 2010R-42. Second by Commissioner Frisina. The motion carried unanimously.

The public hearing closed.

**Adjournment**

There being no further business to come before the Board, the meeting adjourned at 7:25 p.m.

---

Ronald Williams, Chairman

---

P. DeWitt Cason, Clerk of Circuit Court